

**AMENDMENT NO. 2 TO
THE CONTRACT BETWEEN THE AUSTIN HOUSING
FINANCE CORPORATION
AND
JNS LANDSCAPES, INC.
FOR
AHFC GROUNDS MAINTENANCE**

This Amendment No. 2 to the Contract Between Austin Housing Finance Corporation and JNS Landscapes, Inc. for AHFC Grounds Maintenance ("Amendment") is dated 4/9/2020, 2020 (Effective Date) and is made by and between the Austin Housing Finance Corporation (AHFC) a Texas public non-profit corporation organized and operated under Ch. 394 of the Texas Local Government Code and JNS Landscapes, Inc. (Contractor), a Texas corporation having offices at 310 Rinehardt Street, Hutto, Texas 78634.

Whereas, in March 2019, AHFC and Contractor executed the Contract Between Austin Housing Finance Corporation and JNS Landscapes, Inc. for AHFC Grounds Maintenance (Contract) with an effective date of March 27, 2019;

Whereas, Section 3.1 (Contract Amount) of the Agreement did not set forth the fees AHFC is obligated to pay Contractor in the event the Term of the Contract extended beyond the initial term of 12 months; and

Whereas, Section 4.1 (Term of Contract) did not set forth a process for the Contract to extend into the additional 12-month periods; and

Whereas, Contractor and AHFC executed Amendment No. 1 to the Contract in March and April 2020 respectively to extend the Contract into the first additional 12-month period and set the fee at \$31,810; and

Whereas, Amendment No. 1 was not accepted by the City of Austin's Purchasing Department; and

Whereas, AHFC and Contractor acknowledge that the term of the Contract may not extend beyond 4 years if it has not been terminated earlier by either party as provided by the Contract; and

Whereas, AHFC and Contractor desire to execute this Amendment to cancel Amendment No. 1 and to amend Sections 3.1 and 4.1 of the Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AHFC and Contractor agree to the following:

Cancel Amendment No. 1 -

AHFC and Contractor agree to cancel Amendment No. 1

Amend Sections 3.1 and 4.1 -

3.1 **Contract Amount.** AHFC shall pay Contractor as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, AHFC shall pay Contractor Thirty-One Thousand Eight Hundred Ten and No/100 U.S. Dollars (\$31,810.00) for the Initial Term and, unless terminated by AHFC or Contractor as provided herein, for each of the 3 Additional Term for a total amount not to exceed One Hundred Twenty-Seven Thousand Two Hundred Forty and No/100 U.S. Dollars (\$127,240.00).

4.1 **Term of Contract.** This Contract becomes effective on the date executed by AHFC (Effective Date) and remains in effect until the earliest of when the Deliverable set forth in the Scope of Work are complete or AHFC terminates this Contract. The Contract is in effect for an initial term of 12 Months (Initial Term) and, unless terminated by AHFC or Contractor as provided herein, remains in effect thereafter an additional 12-months (Additional 12-Month Term) for up to 3 Additional 12-Month Terms.

No other terms or provisions of the Contract are amended by this Amendment.

In witness thereof, the parties have caused duly authorized representatives to execute this Amendment on the dates set forth below.

JNS Landscapes, Inc.

By: Noe Mejia
Noe Mejia
President

Date: 4/8/20

Austin Housing Finance Corporation

By: Rosie Truelove
Rosie Truelove
Treasurer

Date: 4/9/20



AMENDMENT NO. 1
to
CONTRACT NO. NA190000119
for
AHFC GROUNDS MAINTENANCE
between
JNS LANDSCAPES INC. (CONTRACTOR)
and the
AUSTIN HOUSING FINANCE CORPORATION (OWNER)

1.0 The Owner and the Contractor hereby agree to the contract revisions listed below.

2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: 03/27/2019 through 03/26/2020	n/a	\$ 31,810.00
Amendment No. 1: Renewal Option No. 1 (03/27/2020 through 03/26/2021)	\$ 31,810.00	\$ 63,620.00

3.0 MBE/WBE goals were not established for this Contract.

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.

Noe Mejia

Signature

3/26/20

Date

[Signature]

Signature

4/12/20

Date

Noe Mejia
President

Rosie Truelove, Treasurer
Authorized Representative

JNS Landscapes INC.
310 Rinehardt Street
Hutto TX 78634

Austin Housing Finance Corporation
1000 East 11th Street, Ste. 200
Austin, Texas 78702



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: April 9, 2019
TO: Memo to File
FROM: John Hilbun, Contract Mgmt Specialist IV
RE: MA 7200 NA190000119

This MA was created as a payment mechanism only. The original contract is administered, maintained, and located with Austin Housing Finance Corporation (AHFC) or Neighborhood Housing & Community Development (NHCD).

The authority for the extension options for this contract has not been clearly defined in the AHFC contract language under 3.1. The contract amount has been defined as \$31,810 for the complete term, so the contract utilization amount has been set at \$31,810 for the total contract. Purchasing's email discussion with NHCD concerning this vagarity is included at the end of this file. Discussion and coordination with Purchasing Management and NHCD staff is strongly recommended prior to adding any amendments to the financial system.



Austin Housing Finance Corporation

MEMO

P.O. Box 1088, Austin, TX 78767-1088

Sandra Harkins, Project Coordinator

Phone: (512) 974-3128; Email: Sandra.harkins@ausintexas.gov

Date: March 28, 2019

To: Finance Department (email complete package to Alan)

Subject: JNS Landscapes, Inc.

Request: Request for New Master Agreement (MA) and new DO Number

Vendor: **V00000951376 – Vendor ID**
JNS Landscapes INC.
310 Rinehardt Street
Hutto TX 78634

Total Contract Amount:	\$31,810.00
Term:	3/27/19 – 3/27/2020 with 3-12 month extension options
Commodity Code:	98836 Grounds Maintenance: Mowing Edging, Plant (not trees)
Reporting Code:	10

This memo requests that Finance create an RQM for a new MA contract between **JNS Landscapes INC.** and **AHFC** in the amount of **\$31,810.00** as well as to forward the contract package (attached) to Central Purchasing and request MA number (after RQM is established).

After the MA has been established, please request Finance set up a DO number using the below funding and provide us with the new MA and DO issuance documents as soon as they are approved. Issue one DO for the full contract amount.

Funding Source:	Amount:	Approved Funding Line:
HTF	\$31,810.00	See CARR Form

It is requested MA set up to be completed by **Monday, April 8, 2019**

Please let me know if you have questions.

	Address	FDU
1	1127 Tillery St	7009-7200-2488-5750
2	1129 Tillery	7009-7200-0150-5750
3	1129 1/2 Tillery	7009-7200-0151-5750
4	1131 Tillery	7009-7200-0152-5750
5	0 Henninger St.	7009-7200-0153-5750
6	1202 Henninger	7009-7200-0154-5750
7	1204 Henninger	7009-7200-0155-5750
8	Gardner Rd (TCAD Prop ID 855097)	7009-7200-A969-5750
9	NE Corner of Jackie Robinson St and Tannehill Ln	7009-7200-B285-5750
10	NW Corner of Doris Drive and Hathaway Drive	7009-7200-B283-5750
11	1611 W 10th Street	7009-7200-B008-5750
12	3000 Funston	7009-7200-B302-5750

**CONTRACT BETWEEN THE AUSTIN HOUSING FINANCE CORPORATION
AND
JNS Landscapes, Inc.
FOR
AHFC Grounds Maintenance**

This Contract is made by and between the **AUSTIN HOUSING FINANCE CORPORATION (AHFC)** a Texas public, non-profit corporation organized and operated under Chapter 394, Texas Local Government Code ("AHFC"), and **JNS Landscapes, Inc.** ("Contractor"), having offices at 310 Rinehardt Street, Hutto TX 78634.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the AHFC and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 0500, Scope of Work.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the AHFC shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 Responsibilities of the AHFC. AHFC's Representative or their designee will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the AHFC Representative will represent AHFC's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. AHFC's Representative or their designee shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Noe Mejia, Phone: 512.876.9621 Email: Nmejiairoc7@gmail.com. The AHFC's Representative for the engagement shall be Sandra Harkins, 512.974.3128; Email: sandra.harkins@austintexas.gov. AHFC and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the AHFC representative and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 Contractor's Obligations. The Contractor shall fully and timely provide all Deliverables described in the Scope Work as described, and the Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid in accordance with fees included in Scope of Work not-to-exceed Thirty-One Thousand Eight Hundred Ten and NO/100 U.S. Dollars - (\$31,810.00)

3.2 Requests for Payment.

3.2.1 Requests for payment shall contain a unique invoice number, the purchase order or delivery order number, and, the AHFC's Name, and the name of the point of contact for the Department. Requests shall be itemized. The Contractor's name and, if applicable, the tax identification number on the request for payment must exactly match the information in the Contractor's registration with the City of Austin. Requests for payment received without all required information cannot be

processed and will be returned to the Contractor. Requests for payment shall be mailed to the below address:

	Austin Housing Finance Corporation
Department	
Attn:	Sandra Harkins
Address:	1000 E 11 th Street, Suite 200
City, State, Zip Code	Austin, TX 78702

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The AHFC will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All properly submitted invoices received by the AHFC will be paid within thirty (30) calendar days of AHFC's receipt of the Deliverables or of the request for payment, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which AHFC may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 AHFC may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming Deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors,

3.3.3.4 damage to the property of the AHFC or the AHFC's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the AHFC to offset indebtedness owed the City of Austin.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to AHFC for payments made by credit card or electronic transfer of funds.

3.4 **Final Payment and Close-Out.**

3.4.1 The making and acceptance of final payment will constitute:

3.4.1.1 a waiver of all claims by the AHFC against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the

AHFC Grounds Maintenance

Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity obligations, or (5) arising under AHFC's right to audit; and

3.4.1.2 a waiver of all payment claims by the Contractor against AHFC other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the AHFC ("Effective Date") and shall remain in effect until the earliest of when the Deliverables set forth in the Scope of Work are complete or the AHFC terminates the Contract. The Contract shall be in effect for an initial term of 12 months and may be automatically extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the AHFC's Representative.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by Contractor to the AHFC.

4.4 **Termination For Cause.** In the event of a default by the Contractor, AHFC shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the AHFC's reasonable satisfaction that such default does not, in fact, exist.

4.5 **Termination Without Cause.** AHFC shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar day's prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. AHFC shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to AHFC shall be grounds for the termination of the Contract for cause by the AHFC and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance.** The Insurance Requirements set forth in Section 33 of the 0300- Standard Terms and Conditions for SOLICITATION NO: AHFC18002 are incorporated into this Contract for all purposes as if set forth at length.

5.2 **Ownership And Use Of Deliverables.** AHFC shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.2.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to AHFC. Further, if requested by AHFC, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to AHFC and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge,

AHFC Grounds Maintenance

and deliver an assignment of letters patent, in a form to be reasonably approved by AHFC, to the AHFC upon request by AHFC.

5.2.2 Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for AHFC and AHFC shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate AHFC's sole or joint ownership of any such deliverables arising by virtue of AHFC's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to AHFC (and agrees to cause each of its employees providing services to the AHFC hereunder to execute, acknowledge, and deliver an assignment to AHFC of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by AHFC, to the AHFC upon delivery of such deliverables to AHFC or at such other time as the AHFC may request.

5.2.3 Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which AHFC might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to AHFC, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event AHFC should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.3 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. MISCELLANEOUS

6.1 Place and Condition of Work. AHFC shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of AHFC's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract.

6.2 Right to Audit.

6.2.1 The Contractor agrees that the representatives of the Office of the City of Austin's Auditor or other authorized representatives of AHFC shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the AHFC has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to AHFC any overpayments disclosed by any such audit.

6.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

AHFC Grounds Maintenance

6.3 **Indemnity.** The Hold Harmless and Indemnity requirements set forth in Section 32 of the Standard Terms and Conditions for SOLICITATION NO: AHFC18002 are incorporated into this Contract for all purposes as if set forth at length.

6.4 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to AHFC within ten (10) calendar days after receipt of notice by the Contractor. Such notice to AHFC shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to AHFC and to the City of Austin's Attorney. Personal delivery to the City of Austin's Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.5 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to AHFC and the Contractor shall be addressed as follows:

To the AHFC:

Austin Housing Finance Corporation
ATTN: Sandra Harkins, Program Coordinator
1000 E 11th Street, Suite 200
Austin, TX 78702

To the Contractor:

JNS Landscapes, Inc.
ATTN: Noe Mejia
310 Rinehardt St
Hutto, TX 78634

6.6 **Advertising.** The Contractor shall not advertise or publish, without AHFC's prior consent, the fact that the AHFC has entered into the Contract, except to the extent required by law.

6.7 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City of Austin or AHFC who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by AHFC.

6.8 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the AHFC and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of AHFC. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

6.9 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or AHFC of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

6.10 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

6.11 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

6.12 **Dispute Resolution.**

6.12.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

6.12.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the AHFC and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Mediation shall be administered by the American Arbitration Association in accordance with its construction industry mediation procedures. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The AHFC and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

6.13 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the AHFC to seek and secure injunctive relief from any competent authority as contemplated herein.

6.14 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to

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

- 6.15 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 6.16 **Non-Suspension or Debarment Certification.** AHFC is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with AHFC, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties

Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

JNS Landscapes, Inc

By: Noe Mejia
Signature

Name: Noe Mejia
Title: President

Date: 3/13/19

Austin Housing Finance Corporation

By: Rh For ROSIE TRUELOVE
Signature

Name: Rosie Truelove
Title: Treasurer

Date: 3/27/19

List of Attachments

Scope of Work
Cover Page, Offer and Award Sheet (IFB)
Section 0300, Standard Terms and Conditions
Section 0600, Bid Sheet
Section 0700, Reference Sheet
Qualifications of Proposed Supervisor
Section 0800, Non-Discrimination Certification
Attachment B, Equipment List

AHFC Grounds Maintenance

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

I. PURPOSE

Austin Housing Finance Corporation, hereinafter referred to as "AHFC", seeks bids to establish a multiple year contract with a qualified person, firm, or contractor /contractors, hereinafter referred to as "Contractor", to provide all necessary labor, tools, equipment, material and supervision for grounds maintenance, on various AHFC-owned Properties, hereinafter referred to as "Services". AHFC-owned Properties will be clearly identified within this Solicitation and herein referred to as "Properties". Properties are described in Attachment A and Section 0600.

II. QUALIFICATIONS

All Respondents shall:

- a. Be a registered City of Austin (City) vendor at the time of bid submission.
- b. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient grounds maintenance services to AHFC.
- c. Identify any subcontractors to be used for AHFC Properties. Experience, qualifications and references of the subcontractors shall be submitted with solicitation documents. AHFC reserves the right to approve or disapprove all subcontractors prior to any work being performed.
- d. Possess ground maintenance services experience, including but not limited to tree maintenance and experience with manicured grass, shrubs, and planting beds.
- e. Submit with bid sufficient documentation to prove compliance with the requirements of this section. The bid shall be considered responsive only if these qualifications are complied with fully.
- f. Have been responsible for at least three grounds maintenance programs of a similar scope and size within the last three years. On the Section 0700 Response, respondent must provide the property name, address, owner's/manager's name, phone number, and the number of years that the grounds maintenance services were provided. Properties similar in scope include, but are not limited to, residential properties in the Austin area. If the owner/manager is no longer at the reference provided, provide the name of someone who is familiar with the work that was performed. AHFC reserves the right to contact the referenced owner/manager.
- g. Provide with the bid the name and qualifications of the person who will be responsible for the general supervision of all work performed under this contract. This person shall serve as the major communication link with AHFC Representative.
- h. Submit with bid a list of all equipment that will be used in conjunction with this contract (see Attachment B for the format of the equipment list).

III. CONTRACT TERM

It is AHFC's intent to structure the contract as follows:

- a. The initial term of the resulting contract shall be 12 months from the effective award date with the successful contractor. The contract may be renewed for up to

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

three additional 12-month periods, provided both parties agree in writing.

- b. AHFC shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar day's prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. AHFC shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

IV. GENERAL REQUIREMENTS

Ground maintenance services shall be inclusive of necessary equipment and labor to maintain grounds at the AHFC-owned Properties. Services shall include, but not be limited to mowing and edging all accessible areas; raking, sweeping and/or blowing off walks, drives, porches and curbs; watering of landscape; replanting landscape; removal of all fallen limbs and/or tree(s); and disposing of all debris, as needed within specified time period(s) as described below. The AHFC's goal is to maintain and establish a respectable appearance to the Properties, so that it discourages dumping and other undesirable activities. The number of Properties to be maintained may be increased and/or reduced during the contract period as directed by AHFC Representative in writing and agreed to by both parties.

V. SERVICE REQUIREMENTS

The Contractor shall:

- a. Provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and transportation to and from the work area, as well as any related items necessary to complete the work as required.
- b. Furnish all tools, hoses, hard hats, safety vests, rubber boots, gloves, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- c. Have an on-site Supervisor at the site at all times work is performed.
- d. Maintain a log of all site visits describing all ground maintenance activities (scheduled and supplementary) performed. A copy of the monthly maintenance record shall be available upon request and submitted with each request for payment.
- e. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any Properties or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of AHFC. Any and all damage, including but not limited to irrigation systems and water/wastewater clean outs caused by the Contractor shall be reported to the AHFC Representative immediately. Repairs shall be initiated as soon as possible. Expenses incurred for the repair shall be the Contractor's responsibility.
- f. Report any damage discovered, but not the result of the Contractor's performance, shall be immediately brought to the attention of the AHFC Representative.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

- g. Not store any materials or equipment on AHFC Properties without the express written permission of the AHFC Representative.
- h. Work shall be performed on a schedule defined by AHFC Representative to the specifications defined herein.
- i. All work shall be performed in a professional workmanlike manner.
- j. All supporting documentation specified herein shall be submitted with invoice prior to AHFC Representative processing payment.

VI. AHFC RESPONSIBILITY

AHFC will:

- a. Appoint an AHFC Representative.
- b. Provide written AHFC work authorizations.
- c. Provide written notice of any added and/or deleted Properties.
- d. Monitor and inspect the grounds maintenance at designated sites.
- e. Coordinate all work and scheduling with the Contractor.

VII. EQUIPMENT

AHFC reserves the right to inspect the Contractor's equipment to determine the capacity of the equipment to satisfactorily perform the AHFC grounds maintenance services. AHFC also reserves the right to randomly inspect all equipment at any time during the term of the contract or any extension period.

- a. Insufficient and/or inadequate equipment, as determined by the AHFC, is cause for rejection of bid and cancellation of contract for cause.
- b. Recommended minimum equipment for a typical AHFC grounds maintenance Properties includes:
 - i. Two (2) out-front rotary mowers;
 - ii. Two (2) gas powered blowers;
 - iii. Four (4) gas powered string trimmers;
 - iv. Two (2) gas powered edgers; and,
 - v. One (1) trailer to transport mowers and equipment
- c. All areas adjacent to roads shall be mowed with an out-front type mower. No tractors, brush hogs, 580-D or similar type equipment shall be used on AHFC Properties.
- d. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects.
- e. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- f. Hinged, batwing and brush hog drag mowers shall only be used with written approval from the AHFC Representative.
- g. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be used on AHFC Properties.
- h. All mowers shall be kept in good operating condition and shall be maintained to

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

provide a clean, sharp cut of vegetation at all times.

VIII. SCHEDULING

Upon issuance of a written AHFC work authorization, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Properties assigned in the time allotted for each. Work started within a Property shall be completed in consecutive days per the schedule in the work authorization.

- a. It is anticipated that the mowing season will run approximately eight months per calendar year and will begin March 1st and end by November 1st as well as on an as needed basis for the remainder of the year.
- b. AHFC Representative will provide work authorizations to the Contractor not more than once a month for mowing and on a as needed basis for all other services.
- c. Cancellation of a work authorization may be based upon need, Ozone Action Days, or inclement weather conditions or other mitigating circumstance to be determined by AHFC Representative. This determination will be made by AHFC Representative and communicated to the Contractor in writing via e-mail or fax.

IX. GROUNDS MAINTENANCE

Upon receipt of work authorization, the scheduled Properties shall be maintained as follows:

- a. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences and shrub beds shall be trimmed flush with the object.
- b. Special care shall be given to trimming around trees, especially small trees, as not to inflict damage to the bark of the trees.
- c. Trimming shall be to a height of at least 1.5 inches, but no higher than 2.5 inches.
- d. All trimming shall be accomplished concurrently with mowing operations.
- e. Trimming shall include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other pavement surface within Property, median or right-of-way.
- f. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.
- g. Edging shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.
- h. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from pavement.
- i. Sidewalks, curbs, and steps shall be mechanically edged to a one inch depth and 1/4 inch width where they exist exposing the pavement surface.
- j. The initial edging shall be completed by the end of first cycle of ground maintenance.
- k. All edges shall be maintained through the duration of contract.
- l. Edging and maintenance of edges shall use a vertical cut approach.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

- m. All material dislodged by edging shall be removed from site.
- n. Sidewalks shall be edged on both sides.

X. TREE TRIMMING

Trees shall be trimmed only up to a height of six feet in order to enhance subsequent machine mowing, and shrubs shall be trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger the life of such plants.

XI. REPLANTING

Replanting of plant materials with the same species and size to match other plants in the mass hedge or row that die due to adverse conditions (such as storm, hail, freeze, disease, or vandalism) are not included under the terms of this service contract and will be replaced at the Owner's expense, and are subject to the AHFC Representative's approval. AHFC Representative may request this activity be done at the same time as grounds maintenance services.

XII. MOWING

- a. Upon receipt of a work authorization, all grass shall be cut at a height of no higher than 2.5 inches and no shorter than 1.5 inches.
- b. Property areas shall be completely mowed to the boundaries identified on the Attachment A and be field verified by AHFC Representative at the initial commencement of Services within 24 hours of start of mowing of AHFC Properties.
- c. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below 1.5 inches height down to and including the soil.
- d. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- e. Contractor shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to an adjacent property as a result of Services shall be the responsibility of the Contractor. Where there is a fence line, the Contractor shall mow and trim to fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed to height no higher than 2.5 inches and no shorter than 1.5 inches. If an area is maintained by an adjacent property owner, the Contractor shall not mow that area.
- f. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

XIII. REMOVAL OF GRASS CLIPPINGS

Removal of cut grass from the Properties where growth occurred shall not be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

XIV. TRASH, LITTER AND DEBRIS REMOVAL

Contractor shall perform trash, litter and debris removal in all areas where work is performed. Responsibilities include any rubbish within the Properties such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags and rocks, which is not intended to be present as part of the landscape. For this function, Properties shall include streets, sidewalks, curbs, catch basins, gutters, hillsides and ditches. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.

- a. Trash and Litter: Contractor shall remove all trash and litter from the Properties prior to initiating any mowing of the turf areas.
 - i. All trash and litter removed shall be disposed of by Contractor legally at an off-site location.
 - ii. No litter or debris shall be visible in finished Properties Area after services are performed.
 - iii. For items larger than 4", Contractor shall contact the AHFC Representative to make AHFC aware and coordinate removal.
- b. Tire Removal: If the required clearance work involves the removal of tires to a Texas Commission for Environmental Quality (TCEQ) permitted Solid Waste disposal and/or recycling facility, the cost of tire removal/disposal shall be paid on a per tire basis by the AHFC. The number of removed/disposed tires will be verified by the AHFC Representative.
- c. Clearing Large Debris: All undesirable large debris and litter shall be removed from the Properties by Contractor. The entire lot or parcel, including adjacent public right of way, shall be free of rubbish, brush, trash, stagnant water, filth, carrion, such items as old stoves, refrigerators, furniture and any and all unwholesome, objectionable, unsightly or unsanitary matter of whatsoever nature or kind, as to be in compliance with the requirements of the provision of Article 2 of Chapter 10-5 of the City of Austin Code, as amended, and with the provisions of Chapter 342; Subchapter A, of the Texas Health and Safety Code, and as directed by the AHFC Representative. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to AHFC Representative for reimbursement. Applicable charges shall be put in writing and negotiated by Contractor and AHFC Representative prior to the commencement of work.
- d. Disposal: Contractor shall dispose of all debris resulting from general landscape and grounds maintenance operations in a manner acceptable to the AHFC Representative and in accordance with all Federal, State, and local laws, rules, regulations and guidelines. Contractor shall not dispose of any debris or trash resulting from landscape maintenance on any property or in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations, or where disposal is not allowed.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

XV. WATERING

Watering shall be conducted as requested by AHFC Representative on an as-needed basis in accordance with the City of Austin's Watering Restrictions.

XVI. SPECIAL CASES

- a. Certain other work may be designated by the AHFC Representative upon release to the Contractor as a "Special Case". This may include non-ordinary situations where special equipment such as pumps or hoisting equipment is needed, or where items are removed from Properties not for disposal but, at the direction of a court of law or other such entity, removed for salvage or for holding preliminary to storage or auction by AHFC; or where the required work site operations are sorting, stacking, carrying or rearing personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as may be otherwise described by AHFC. Applicable charges for any special equipment shall be put in writing and negotiated by Contractor and AHFC Representative prior to the commencement of work.
- b. When work has been designated by the AHFC as a "Special Case", the Contractor may be required to complete it within as little as twenty four (24) hours upon release of the work to the Contractor by the AHFC Representative. The Contractor will be compensated by costs for added equipment needed to meet the AHFC "Special Case" work requirements as approved by AHFC Representative in addition the application of the usual and appropriate square footage, cubic yardage, or per tire rates. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to AHFC Representative for reimbursement.

XVII. OTHER CASES

- a. In a situation where work has NOT been designated by the AHFC Representative as a "Special Case", the AHFC Representative will consider the compensation of the Contractor for special and unusual equipment cost upon review of related documentation for such as submitted to the AHFC Representative by the Contractor. The Contractor must contact the AHFC Representative or designee prior to renting a special piece of equipment for approval in advance for compensation of costs.

XVIII. SUSTAINABILITY REQUIREMENTS

- a. Performance of work shall be in accordance with industry standards: Reference, Texas Nursery and Landscape Association's (TNLA) *Texas Certified Landscape Professional Manual*.
- b. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings MUST remain on lawn.
- c. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.
- d. The Contractor will establish and demonstrate landscaping and maintenance practices that limit the impact of equipment emissions, excessive noise, and use of

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this solicitation.

- e. Using the attached form (see Attachment B to this Solicitation, Equipment List), the Contractor shall provide a complete list of all the equipment to be used onsite at AHFC Properties during the performance of the contract. This list should clearly demonstrate the Contractor's capacity and capability to perform the scope of work indicated in the Solicitation.

XIX. OZONE ACTION DAYS

- a. If inclement weather or Ozone Action Days prevent the Contractor from performing a scheduled visit, the work shall be rescheduled at the earliest date. The AHFC Representative will contact the Contractor (or vice versa) as soon as possible after inclement weather to schedule next visit. The AHFC Representative and Contractor will be in regular contact until ground conditions are serviceable, or the next scheduled visit, whichever comes first.
- b. On the days declared by the City as an Ozone Action Days, the Contractor shall reschedule at the earliest date any services requiring the use of gas operated equipment. This does not relieve the Contractor from performing other scheduled duties of that day for which this type of equipment is not required.

For information on Austin Area Air Quality refer to the following website:

www.austintexas.gov/airquality

Additional information regarding Ozone Action days can be found at:

www.tceq.texas.gov/airquality/monops/ozonefacts.html

By phone: Call TCEQ @ (512) 239-1379 or (512) 239-1804

XX. PEST CONTROL AND HERBICIDE USE

Unless notified in writing by the AHFC Representative there will be no Pest Control or Herbicide Required. If Pest Control or Herbicide is requested, the Contractor must comply with the City's Integrated Pest Management (IPM) Program. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the AHFC Representative prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Structural Pest Control Service or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Application License within five (5) calendar days, if Pest Management is requested. Unless otherwise notified by the AHFC Representative in writing the IPM Program will not be considered as part of the work scope of this solicitation.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
GROUNDS MAINTENANCE SERVICES
SCOPE OF WORK**

Any and all chemical or pesticide applications shall be made under the direct supervision and control of a Certified Applicator License holder issued by Texas Department of Agriculture or Texas Structural Pest Control Service.

City of Austin Integrated Pest Management (IPM) website:

http://www.ci.austin.tx.us/growgreen/ipm_info.htm

XXI. AHFC REPRESENTATIVE

AHFC hereby designates the following representative authorized to act in its behalf with regard to all inspections, re-inspections, and work authorizations as follows:

Sandra Harkins
AHFC Representative
Austin Housing Finance Corporation
1000 E 11th Street, Suite 200
Austin TX 78702
Telephone: (512) 974-3128
E-mail: sandra.harkins@austintexas.gov



Austin Housing Finance Corporation

INVITATION FOR BIDS (IFB)

SOLICITATION NAME:
AHFC GROUNDS MAINTENANCE

DATE ISSUED: November 7, 2018

REQUISITION NO.: N/A

COMMODITY CODES: 98852, 98836*

FOR QUESTIONS CONTACT:

Alan Fish, Procurement Specialist
Phone: (512) 974-3188
Email: alan.fish@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:
Landscaping, Grounds Maintenance

PRE-RESPONSE MEETING TIME AND DATE: N/A

LOCATION: N/A

BIDS DUE PRIOR TO: 3:00 PM, Tuesday, December 4, 2018

BID OPENING TIME AND DATE:
3:00 PM, Tuesday, December 4, 2018

LOCATION FOR DELIVERY AND BID OPEN:
AUSTIN HOUSING FINANCE CORPORATION
STREET-JONES BUILDING
1000 E. 11TH ST., SUITE 200, 2ND FLOOR
AUSTIN, TEXAS 78702
Reception Phone: (512) 974-3187

NOTE: All Offers that are not submitted in a sealed envelope or container will not be considered. Offers must be received and time stamped at the Location above-stated prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the AHFC Receptionist's desk at the Location prior to the Due Date and Time. 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.

AHFC reserves the right to accept or reject, in part or whole, any bid submitted and to waive any minor technicalities for the best interest of AHFC.

*Commodity Codes are provided as descriptors only and do not limit the Scope of Work or Deliverable sought by this IFB

***** SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 2 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.

TABLE OF CONTENTS

SECTION NO.	TITLE	PAGES
NA	AHFC INVITATION FOR BID OFFER SHEET – Complete and return with Bid*	2
0100	AHFC STANDARD PURCHASE DEFINITIONS	2
0200	AHFC SOLICITATION INSTRUCTIONS	6
0300	AHFC STANDARD PURCHASE TERMS AND CONDITIONS	14
0400	AHFC SUPPLEMENTAL PURCHASE PROVISIONS	1
0500	SCOPE OF WORK	9
0600	BID SHEET – Complete and return with Bid*	2
0700	REFERENCE SHEET – Complete and return with Bid*	1
0800	NON-DISCRIMINATION CERTIFICATION (IFB) – Complete and return with Bid*	1
Attachment A	LIST OF PROPERTIES	1
Attachment B	EQUIPMENT LIST – Complete and return with Bid*	1
Attachment C	Property Maps	
NA	QUALIFICATIONS OF PROPOSED SUPERVISOR - Complete and return with Bid*	NA

NOTE: Bolded items listed above must be completed and returned with Bid

The undersigned, by his/her signature, represents that he/she is submitting a binding bid 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: JNS LANDSCAPES INC

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: Noe Mejia

Title: PRESIDENT

Signature of Officer or Authorized Representative: Noe Mejia

Date: 11/26/18

E-mail address: nmejiairoc7@gmail.com

Phone number: 512-876-9621

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at AHFC's premises or on property owned by AHFC or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by AHFC, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES.** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) AHFC's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. AHFC's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED.** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS.** Title to and risk of loss of the Deliverables shall pass to AHFC only when AHFC actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES.** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. AHFC shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION.** AHFC expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If AHFC has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to AHFC to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify AHFC of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK.** AHFC shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of AHFC's service requirements and specifications, the location and essential characteristics of the work sites, the quality

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds AHFC harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE.

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on AHFC's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If AHFC or AHFC's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without AHFC's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by AHFC and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold AHFC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. REQUESTS FOR PAYMENT.

- A. The Contractor shall submit separate requests for payment in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by AHFC, a separate request for payment must be sent for each shipment or delivery made.
- B. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply agreement number if applicable, AHFC's name, and the name of the point of contact for AHFC. Requests for payment shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the request for payment. Requests for payment shall be mailed to AHFC at 1000 E 11th Street, Ste 200, Austin, Texas 78702. Unless otherwise instructed in writing, AHFC may rely on the remittance address specified on the Contractor's request for payment. You may also send requests for payment via electronic mail to: Sandra.harkins@austintexas.gov.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. AHFC will furnish a tax exemption certificate upon request.

13. PAYMENT.

- A. All requests for payment received by AHFC will be paid within 30 calendar days of AHFC's receipt of the Deliverables or of the request for payment, whichever is later.
- B. If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which AHFC may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

- C. If partial shipments or deliveries are authorized by AHFC, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.
- D. AHFC may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of AHFC or AHFC's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. AHFC's payment obligations are payable only and solely from funds Appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. AHFC shall provide the Contractor written notice of the failure of AHFC to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit AHFC to pay its obligations under the Contract.
14. **TRAVEL EXPENSES.** All travel and lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City of Austin's Travel Policy and the Current Runzheimer Meal-Lodging Index (the "Index"). No amounts in excess of the Travel Policy or Index shall be paid. All requests for payment must be accompanied by copies of receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.
15. **FINAL CLOSE-OUT.**
- A. The making and acceptance of final payment will constitute:
- i. a waiver of all claims by AHFC against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under AHFC's right to audit; and
 - ii. a waiver of all claims by the Contractor against AHFC other than those previously asserted in writing and not yet settled.
16. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of AHFC and shall be identified by the Contractor as such.
17. **RIGHT TO AUDIT.**
- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of AHFC shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

litigation matters that AHFC has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to AHFC any overpayments disclosed by any such audit.

- B. The Contractor shall include Section A. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS.

- A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of AHFC and the Contractor. AHFC may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to AHFC;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to AHFC in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with AHFC being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold AHFC harmless to the same extent as the Contractor is required to indemnify AHFC.
- B. The Contractor shall be fully responsible to AHFC for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between AHFC and any such Subcontractor, nor shall it create any obligation on the part of AHFC to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from AHFC.

19. **DIVERSITY.** Subcontractors to Contractor shall employ an open, competitive, and non-discriminatory process to select contractors and consultants, consistent with the Statement of Work and the MBE/WBE Project Participation Goal (as applicable). In the event the subcontractor cannot achieve the goals, the Contractor shall require the subcontractor to demonstrate to the Contractor that the subcontractor made good faith efforts to achieve the MBE/WBE Project Participation Goal. Contractor shall access the list of MBE/WBE vendors approved as City of Austin vendors (available at <http://malford.ci.austin.tx.us./purchase>) to use as a resource in pursuing the Project Participation Goal.

20. WARRANTY-PRICE.

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, AHFC may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

21. **WARRANTY-TITLE.** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold AHFC harmless from and against all adverse title claims to the deliverables.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

22. **WARRANTY - DELIVERABLES.** The Contractor warrants and represents that all Deliverables sold AHFC under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming Deliverables, at AHFC's option and at no additional cost to AHFC. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. AHFC shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair AHFC's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by AHFC, then in addition to any other available remedy, AHFC may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to AHFC upon demand the increased cost, if any, incurred by AHFC to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to AHFC. If for any reason the manufacturer's warranty cannot be fully transferred to AHFC, the Contractor shall assist and cooperate with AHFC to the fullest extent to enforce such manufacturer's warranty for the benefit of AHFC.
23. **WARRANTY - SERVICES.** The Contractor warrants and represents that all services to be provided AHFC under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to AHFC. All costs incidental to such additional performance shall be borne by the Contractor. AHFC shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair AHFC's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by AHFC, then in addition to any other available remedy, AHFC may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to AHFC upon demand the increased cost, if any, incurred by AHFC to procure such services from another source.
24. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, AHFC prefers to accept it, AHFC may do so. The Contractor shall pay all claims, costs, losses and damages attributable to AHFC's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, AHFC may deduct such amounts as are necessary to compensate AHFC for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to AHFC by the Contractor.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

25. **RIGHT TO ASSURANCE.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
26. **STOP WORK NOTICE.** AHFC may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by AHFC to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by AHFC that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by AHFC as a result of the issuance of such Stop Work Notice.
27. **DEFAULT.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to AHFC.
28. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, AHFC shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to AHFC's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, AHFC shall be entitled to recover all actual damages, costs, losses and expenses, incurred by AHFC as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, AHFC may remove the Contractor from AHFC's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
29. **TERMINATION WITHOUT CAUSE.** AHFC shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. AHFC shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
30. **FRAUD.** Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to AHFC shall be grounds for the termination of the Contract for cause by AHFC and may result in legal action.
31. **DELAYS.** AHFC may delay scheduled delivery or other due dates by written notice to the Contractor if AHFC deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, AHFC and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 54. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
32. **HOLD HARMLESS AND INDEMNITY.**
- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

for:

(1) damage to or loss of the property of any person (including, but not limited to AHFC, the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of AHFC, the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF AHFC), INDEMNIFY, AND HOLD AHFC, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF AHFC OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. **INSURANCE.** The following insurance requirement applies (Applicable to Contracts for services that are performed at AHFC facilities or at sites designated by AHFC and for supplies that are delivered to AHFC facilities by the Contractor personnel):

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to AHFC as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by AHFC. Approval of insurance by AHFC 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.
- iv. The Contractor must submit certificates of insurance to AHFC for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. AHFC will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City and AHFC as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: **Sandra Harkins**
Austin Housing Finance Corporation
1000 E 11th Street, Ste 200

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

Austin, Texas 78702

- vii. The "other" insurance clause shall not apply to the City or AHFC where the City or AHFC is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, AHFC and the Contractor, shall be considered primary coverage as applicable.
 - viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 - ix. AHFC shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - x. AHFC reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by AHFC based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiii. The Contractor shall provide AHFC thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
 - xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.
- B. Specific Requirements. (Applicable to Contracts for Services that are performed at AHFC facilities or at sites designated by AHFC and for Deliverables that are delivered to AHFC facilities by Contractor personnel).
- 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 AHFC:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

- 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 Injuries).

- (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (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 Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of AHFC:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) AHFC 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 AHFC:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) AHFC listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

34. **CLAIMS**. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to AHFC within ten days after receipt of notice by the Contractor. Such notice to AHFC shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to AHFC and to the Austin City Attorney. Personal delivery to the City Attorney shall be to Norwood Tower, 114 West 7th Street, 5th floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

35. **DISCLOSURES**. If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify AHFC of the existence or occurrence thereof, unless AHFC has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to AHFC, unless AHFC has actual notice thereof, of (i) the serious illness or death of any principal or key employee of Contractor, (ii) any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect, (iii) any event of default, (iv) any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

which Contractor is a party, and (v) any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.

36. **NOTICES.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to AHFC shall be sent to 1000 E 11th Street, Ste 200, Austin, Texas 78702 and marked to the attention of the Contract Administrator.
37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL.** All material submitted by the Contractor to AHFC shall become property of AHFC upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
38. **NO WARRANTY BY AHFC AGAINST INFRINGEMENTS.** The Contractor represents and warrants to AHFC that: (i) the Contractor shall provide AHFC good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold AHFC harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that AHFC's exercise anywhere in the world of the rights associated with AHFC's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, AHFC shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on AHFC's behalf. Further, Contractor agrees that AHFC's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and AHFC makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
39. **CONFIDENTIALITY.** In order to provide the Deliverables to AHFC, Contractor may require access to certain of AHFC's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which AHFC or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of AHFC and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure AHFC and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of AHFC or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies AHFC before disclosing such information so as to permit AHFC reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
40. **OWNERSHIP AND USE OF DELIVERABLES.** AHFC shall own all rights, titles, and interests throughout the world in and to the Deliverables.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to AHFC. Further, if requested by AHFC, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to AHFC and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by AHFC, to AHFC upon request by AHFC.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for AHFC and AHFC shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 40 shall negate AHFC's sole or joint ownership of any such Deliverables arising by virtue of AHFC's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to AHFC (and agrees to cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver an assignment to AHFC of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by AHFC, to AHFC upon delivery of such Deliverables to AHFC or at such other time as AHFC may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which AHFC might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to AHFC, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 40 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event AHFC should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 39 above.
41. **PUBLICATIONS.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
42. **ADVERTISING.** The Contractor shall not advertise or publish, without AHFC's prior consent, the fact that AHFC has entered into the Contract, except to the extent required by law.
43. **INSPECTION AND MONITORING.** Contractor shall permit HUD, Trustee and AHFC, and their respective agents, representatives and employees (hereafter referred to as "Monitors"), to inspect the property at all reasonable times, with or without prior notice to Contractor. They shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Contractor, to inspect and audit all books, accounts, reports, files, records, contracts, and all other papers relating to the project; and they shall be given free access to the Property for the purpose of such inspection or audit and also for the purpose of determining the condition of the premises. In addition, Contractor shall provide to Monitors such audited management letters or financial statements as they may require in their sole discretion. Monitors shall have the right to make and take away copies of such books and records. If Contractor is a corporation, limited liability company, partnership, joint venture, trust or other type of business association, Contractor may be requested to provide Monitors with any and all financial statements and other documents and make any and all disclosures to Monitors with respect to any of these constituent parties as Contractor is required to provide and make, and in the manner required to be provided and made with respect to Contractor pursuant to this section.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

44. **NO CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, AHFC shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
45. **GRATUITIES.** AHFC may, by written notice to the Contractor, cancel the Contract without liability if it is determined by AHFC that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin or AHFC with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by AHFC pursuant to this provision, AHFC shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
46. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No officer, employee, independent consultant, or elected official of AHFC who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by AHFC.
47. **INDEPENDENT CONTRACTOR.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of AHFC.
48. **DEBARRED CONTRACTORS.** In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address: epls.arnet.gov.
49. **ASSIGNMENT-DELEGATION.** The Contract shall be binding upon and enure to the benefit of AHFC and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of AHFC. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
50. **NO WAIVER; REMEDIES CUMULATIVE.** No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.
51. **MODIFICATIONS.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
52. **INTERPRETATION.** The Contract is intended by the parties as a final, complete and exclusive statement of

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **FORCE MAJEURE.** The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than AHFC or the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.
54. **ALTERNATIVE DISPUTE RESOLUTION.** AHFC and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.
55. **GOVERNING LAW.** The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract Documents shall be fairly construed, neither more strongly for nor against any party.
56. **PERFORMANCE; VENUE.** This Contract shall be performed in Travis County, Texas. Venue shall be in Travis County, Texas.
57. **SEVERABILITY.** In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and agreements shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and agreements described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
58. **HOLIDAYS.** The following holidays are observed by AHFC:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (IFB)**

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

59. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
BID SHEET FOR GROUNDS MAINTENANCE SERVICES**

SOLICITATION NAME: AHFC Grounds Maintenance

Special Instructions: Proposers must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer. Altering this Price Sheet may result in the disqualification of the Bidder's offer.

Offerors shall propose pricing on all line items. AHFC may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to AHFC. The quantities noted below are estimates and not a guarantee of actual volume. AHFC does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. Quantities will be as-needed and specified by AHFC for each order. The AHFC reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to AHFC.

Prices being submitted shall be all inclusive and include ALL labor, equipment, overhead, per diem, transportation (i.e. travel time, mileage, and fuel), and other costs associated with providing services under the Contract. These expenses shall be included in the rates provided and shall not be paid separately.

A rate of '0' (zero) will be interpreted by AHFC as a no-charge (free) line item and AHFC will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by AHFC that the Offeror does not wish to offer a rate for that line item.

SECTION 1 - GROUNDS MAINTENANCE SERVICE LOCATIONS

ITEM NO.	DESCRIPTION OF LOCATION / TCAD Property ID	APPROXIMATE SQUARE FOOTAGE	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	1127 Tillery St. / 195438	70,854	10	Each	\$210.00	\$2,100.00
2	1129 Tillery St. / 195437	8,311	10	Each	\$65.00	\$650.00
3	1129 1/2 Tillery St. / 195438	57,083	10	Each	\$180.00	\$1,800.00
4	0 Henninger St. / 195427	7,830	10	Each	\$70.00	\$700.00
5	1202 Henninger St. / 195425	7,584	10	Each	\$70.00	\$700.00
6	1204 Henninger St. / 195426	7,890	10	Each	\$70.00	\$700.00
7	North East Corner of Jackie Robinson St. and Tannehill Ln. / 199328	388,842 (Area to be mowed estimated 130,880)	5	Each	\$610.00	\$3,050.00
8	North West Corner of Doris Dr. and Hathaway Dr. / 880551	56,105	10	Each	\$185.00	\$1,850.00
9	Gardner Rd. (Leavander Loop) / 855097	261,360	10	Each	\$696.00	\$6,960.00
10	1611 West 10th St. / 110068	3,365	10	Each	\$65.00	\$650.00
11	3000 Funston St. / 118291	4,289.25	10	Each	\$95.00	\$950.00
12	1131 Tillery St. with Structure / 195439	65,340	10	Each	\$170.00	\$1,700.00
TOTAL EXTENDED PRICE - SECTION 1 =						\$21,810.00

**AUSTIN HOUSING FINANCE CORPORATION (AHFC)
BID SHEET FOR GROUNDS MAINTENANCE SERVICES**

SOLICITATION NAME: AHFC Grounds Maintenance

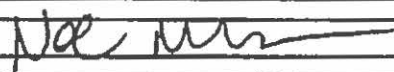
SECTION 2 - NON-SPECIFIED ITEMS

The AHFC estimates an annual spending need of \$10,000 for unscheduled or as needed grounds maintenance services. The \$10,000 estimate has been inserted into the EXTENDED PRICE BOX; however, the Bidder should put their actual UNIT PRICE for each item 1-4 in the space provided. The funding amount is an estimate and not a guarantee of actual volume. AHFC 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 AHFC for each order.

TIRE AND DEBRIS REMOVAL SERVICES

Prices being submitted shall be all inclusive and include ALL labor, equipment, overhead, per diem, transportation (i.e. travel time, mileage, and fuel), and other costs associated with providing one complete service under the Contract.

ITEM NO.	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE PER EACH
1	Tire Removal (large, example: truck tires)	Each	\$50.00
2	Tire Removal (small, example car tires)	Each	\$25.00
3	Clearing Debris – (large, example household debris, construction materials)	CY	\$80.00
4	Clearing Debris – (small, tree limbs, trash debris)	CY	\$80.00
TOTAL EXTENDED PRICE - SECTION 2 =			\$21,810.00
TOTAL EXTENDED PRICE FOR SECTIONS 1 and 2 =			

COMPANY NAME:	JNS LANDSCAPES INC.
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME AND TITLE:	NOE MEJIA/PRESIDENT
EMAIL ADDRESS:	NMEJIAIROC7@GMAIL.COM

AUSTIN HOUSING FINANCE CORPORATION

REFERENCE SHEET (IFB)

Please Complete and Return This Form with the bid

SOLICITATION NUMBER: AHFC GROUNDS MAINTENANCE

VENDOR'S NAME: JNS LANDSCAPES INC. DATE: 11/20/18

The Bidder shall furnish with the bid the following information for three (3) projects of similar scope performed within the last three (3) years.

- | | | |
|----|-----------------------|--------------------------------|
| 1. | Property Name | <u>Austin Energy (scc)</u> |
| | Owner/Manager Name | <u>Michael villarreal</u> |
| | Address | <u>2500 Montopolis dr</u> |
| | City, State, Zip Code | <u>Austin, TX 78741</u> |
| | Telephone Number | <u>(512) 505-3779</u> |
| | Years Provided | <u>1</u> |
| 2. | Property Name | <u>FIRST CARE HEADQUARTERS</u> |
| | Owner/Manager Name | <u>ART BARAJAS</u> |
| | Address | <u>12940 RESEARCH BLVD</u> |
| | City, State, Zip Code | <u>AUSTIN, TX 78750</u> |
| | Telephone Number | <u>(512)635-3533</u> |
| | Years Provided | <u>5</u> |
| 3. | Property Name | <u>KIDS R KIDS ACADEMY</u> |
| | Owner/Manager Name | <u>MERCEDES GILBERT</u> |
| | Address | <u>4241 TERRAVISTA CLUB DR</u> |
| | City, State, Zip Code | <u>ROUND ROCK, TX 78664</u> |
| | Telephone Number | <u>(512) 922-5478</u> |
| | Years Provided | <u>4</u> |

Noted
11/20/18

Started AA degree

*State of Texas Landscape irrigator

*TECQ License #Li0019956

**Austin Housing Finance Corporation (AHFC)
NON-DISCRIMINATION CERTIFICATION (IFB)**

TO: AUSTIN HOUSING FINANCE CORPORATION

I hereby certify that our firm conforms to the following requirements:

- (1) Not engage in any discriminatory employment practice, as defined below:

Discrimination against any individual because of race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age in any manner involving employment, including the recruiting of applicants for employment, advertising, hiring, layoff, termination of employment, classification, training and selection for training, promotion, demotion, transfer, compensation or any other terms, conditions or privileges of employment.

- (2) Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) Post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the terms of this Non-Discrimination Certification.
- (4) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) Obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this Non-Discrimination Certification and to take affirmative action to implement those non-discrimination requirements set forth herein.
- (6) Cooperate fully in connection with any investigation or conciliation effort to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) Require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract subject to the terms of this Non-Discrimination Certification that they not engage in any discriminatory employment practice as defined herein.

Dated this 20TH day of NOVEMBER, 2018

Vendor JNS LANDSCAPES INC

Signature Noel [Signature]

Title PRESIDENT

Attachment B**Equipment Inventory List**Company Name: JNS LANDSCAPES INC

Equipment Type	Brand/ Model	Size	Age (Years)	Condition
TRUCK	2016 CHEVY 2500		2	EXCELLENT
TRUCK	2015 CHEVY 2500		3	GOOD
LANDSCAPE TRAILER	MAGNUM	14'	2	GOOD
LANDSCAPE TRAILER	BIGTEX	14'	2	GOOD
RIDING MOWER	SCAG/ PROPANE	60"	NEW	NEW
RIDING MOWER	SCAG/ GAS	60"	2	GOOD
3 WALK BEHIND MOWER	SCAG	36	3	GOOD
6 BLOWERS	ECHO PB750		1-2	GOOD
6 WEED EATER	ECHO		1-2	GOOD
4 WEED EATER	SHINDAWA		1-2	GOOD
3 HEDGE TRIMMER	ECHO		1	EXCELLENT
CHAINSAW	ECHO	21"	2	GOOD
1 STHL ELECTRIC BLOWER	STHL		1	NEW
1 WEEDEATER BATTERY	STHL		1	NEW