



Amendment No. 6
to
Contract No. NA140000061
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
between
Entech Sales & Service, Inc.
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$61,000 to the above referenced contract.
2.0 The total Contract amount is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2014 – 02/13/2017	\$2,806,500.00	\$2,806,500.00
Amendment No. 1: Option 1 – Extension 02/14/2017 – 02/13/2018	\$935,500.00	\$3,742,000.00
Amendment No. 2: Add CTM & PARD 01/26/2017	\$0.00	\$3,742,000.00
Amendment No. 3: Option 2 – Extension 02/14/2018 – 02/13/2019	\$935,500.00	\$4,677,500.00
Amendment No. 4: Vendor Change 07/10/2018	\$0.00	\$4,677,500.00
Amendment No. 5: Option 3 – Extension 02/14/2019 – 02/13/2020 Price Increase of 6.66% for Labor only	\$935,500.00	\$5,613,000.00
Amendment No. 6: Administrative Increase for Building Services Department	\$61,000.00	\$5,674,000.00

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

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

Sign/Date: _____

Printed Name: Mike Neagle
Authorized Representative

Entech Sales & Services, Inc.
199 Trademark Street
Buda, Texas 78619-3564
(512) 312-2003
george.vipond@entechsales.com

Sign/Date: _____

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



Amendment No. 5
to
Contract No. NA140000061
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
between
Entech Sales & Service, LLC
and the
City of Austin

- 1.0 The City hereby grants the requested six-and-sixty-six-hundredths percent (6.66%) rate increase as shown in Table 1.0. The price increase will only effect the Employment Cost Index (ECI), Labor, portion of the contract and become effective on January 24, 2019.

Item	Labor	Est. Qty	Unit	Old Hourly Rate	Old Extended Price	Multiplier	New Hourly Price	New Extended Price
1	Labor rate for services during normal working hours (6:00am – 5:00pm)	7,500	Hour	\$75.00	\$652,500.00	1.066	\$80.00	\$695,956.50
2	Labor rate for services after hours (5:01pm – 5:59am) City holidays, and weekend	7,500	Hour	\$75.00	\$187,500.00	1.066	\$80.00	\$199,987.50

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 14, 2019 through February 13, 2020. No options will remain.
- 3.0 The total contract amount is increased by \$935,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2014 – 02/13/2017	\$2,806,500.00	\$2,806,500.00
Amendment No. 1: Option 1 – Extension 02/14/2017 – 02/13/2018	\$935,500.00	\$3,742,000.00
Amendment No. 2: Add CTM & PARD 01/26/2017	\$0.00	\$3,742,000.00
Amendment No. 3: Option 2 – Extension 02/14/2018 – 02/13/2019	\$935,500.00	\$4,677,500.00
Amendment No. 4: Vendor Change 07/10/2018	\$0.00	\$4,677,500.00
Amendment No. 5: Option 3 – Extension 02/14/2019 – 02/13/2020 Price Increase of 6.66% for Labor only 01/24/2019	\$935,500.00 \$0.00 \$935,500.00	\$5,613,000.00

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

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

Sign/Date:

Printed Name: George Vipond
Authorized Representative

Entech Sales & Services, Inc.
199 Trademark Street
Buda, Texas 78619-3564
(512) 312-2003
george.vipond@entechsales.com

Sign/Date:

Cyrenthia Ellis 1/25/19
Cyrenthia Ellis
Procurement Manager

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



Amendment No. 4
to
Contract No. NA140000061
for
HVAC SERVICES
Between
ENTECH SALES & SERVICE INC
and the
City of Austin

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

	From	To
Vendor Name	ENTECH SALES & SERVICE INC	ENTECH SALES & SERVICE LLC
Vendor Code	ENT7054645	ENT7054645
FEIN	██████████	██████████

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

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

A handwritten signature in cursive script, reading "Linell Goodin-Brown".

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

7-10-18

Date



Amendment No. 3
to
Contract No. NA140000061
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
between
Entech Sales & Service, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 14, 2018 through February 13, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$935,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2014 – 02/13/2017	\$2,806,500.00	\$2,806,500.00
Amendment No. 1: Option 1 – Extension 02/14/2017 – 02/13/2018	\$935,500.00	\$3,742,000.00
Amendment No. 2: Add CTM & PARD 01/26/2017	\$0.00	\$3,742,000.00
Amendment No. 3: Option 2 – Extension 02/14/2018 – 02/13/2019	\$935,500.00	\$4,677,500.00

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

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

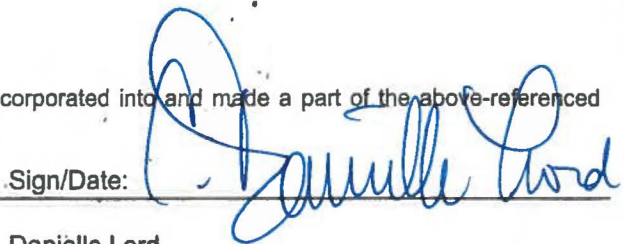
Sign/Date:

 1/11/2018

Printed Name: Mike Neagle, Vice President
Authorized Representative

Entech Sales & Services, Inc.
199 Trademark Street
Buda, Texas 78619-3564
(512) 312-2003
jerry.miller@entechsales.com

Sign/Date:

 1/30/18

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



Amendment No. 2
to
Contract No. NA140000061
For
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
between
Entech Sales & Service, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced to make the following changes:

1.1 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000 effective 1/26/2017.

1.2 Add the Parks and Recreation and the Communications Technology Management Departments as authorized departments on this contract.

1.2.1 Add to Section 8. INVOICES and PAYMENT, Paragraph A. to the 0400 – Supplemental Purchase Provisions with the following:

	City of Austin
Department	Communication Technology Management
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email:	CTMAPInvoices@austintexas.gov

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email:	PARDAccountspayable@austintexas.gov

1.2.2 Delete Paragraph 6.1.6H from the Scope of Work and replace with the following:

6.1.6H The Contractor shall submit Change Orders Requests for unknown conditions that affect the project quote. Change orders shall be approved by the City Contract Manager or designee in writing before work can proceed.

6.1.6H.1 The Contractor shall provide the Change Order request in writing to the City. The City will modify the DO, if necessary, to reflect the change and will provide the revised DO to the Contractor as authorization to proceed.

6.1.6H.2 The City and Contractor shall execute appropriate written change orders, including revision of the DO if any, prior to beginning the additional work. The following shall be mutually agreed upon between the Contractor and the City:

- A change in the work from the proposed quote
- The amount of the adjustment in the quote amount, in any
- Any required adjustments to the project timeline, if any

The revised DO shall represent the complete, equitable, and final amount of adjustment in the quote amount and/or project timeline.

2.0 The total contract amount is increased by \$58,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/14/2014-02/13/2017	\$2,806,500.00	\$2,806,500.00
Amendment No. 1: Option 1 - Extension 01/26/2017	\$935,500.00	\$3,742,000.00
Amendment No. 2: Add CTM & PARD 01/26/2017	\$58,000.00	\$3,800,000.00


3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

ENTECH SALES & SERVICE, INC.



Signature

MIKE NEAGLE

Printed Name of Authorized Person

VICE PRESIDENT

Title

1/30/2017

Date

CITY OF AUSTIN



Signature

DANIELLE LORD

Printed Name of Authorized Person

CORPORATE PURCHASING MANAGER

Title

1/30/17

Date



Amendment No. 1
to
Contract No. NA140000061
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
between
Entech Sales & Service, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 14, 2017 through February 13, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$935,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2014 – 02/13/2017	\$2,806,500.00	\$2,806,500.00
Amendment No. 1: Option 1 – Extension 02/14/2017 – 02/13/2018	\$935,500.00	\$3,742,000.00

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

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

Sign/Date:

George J. Vifond 12-19-16

Printed Name:

Authorized Representative

Entech Sales & Services, Inc.

199 Trademark Street

Buda, Texas 78619-3564

(512) 312-2003

jerry.miller@entechsales.com

Sign/Date:

Linell Goodin-Brown 1/22/17

Linell Goodin-Brown

Contract Compliance Supervisor

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

February 14, 2014

Entech Sales & Service, Inc.
199 Trademark St.
Buda, TX 78619
Attn: Jerry Miller

Dear Mr. Miller:

The City of Austin has approved the award and execution of a contract with your company for heating, ventilation, and air conditioning maintenance and repair services for various City Departments.

Responsible Department:	Various City Department
Project Name:	Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
Contractor Name:	Entech Sales & Service, Inc.
Contract Number:	NA140000061
Contract Amount:	\$2,806,500/36-month
Contract Period:	02/14/2014 – 02/13/2017
Extension Options:	3 12-months/ \$ 935,500 each option
Requisition Number:	7500
Solicitation Number:	PAX0049
Agenda Item Number:	30
Council Approval Date:	02/13/2014

A copy of the contract has been attached.

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

Sincerely,

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Entech Sales & Service, Inc.
("Contractor")
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
MA 8100 NA140000061**

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

This Contract is between **Entech Sales & Service, Inc.** having offices at Buda, TX 78619 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0049.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Select Solicitation Type, PAX0049 including all documents incorporated by reference

1.1.3 Entech Sales & Service, Inc.'s Offer, dated 10/15/2013, including subsequent clarifications

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

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

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

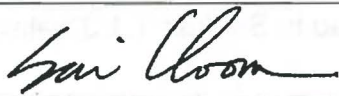
1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months in an amount not to exceed \$2,806,500, with three 12-month extension options in an amount not to exceed \$935,500 per extension option, a total contract amount not to exceed \$5,613,000. See the Term of Contract provision in Section 0400 for additional Contract requirements.

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

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

CITY OF AUSTIN

Printed Name of
Authorized Person: Sai Xoomsai Purcell

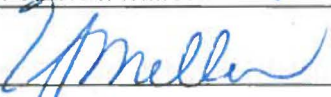
Signature: 

Title: Senior Buyer Specialist

Date 02/14/2014

CITY OF AUSTIN

Printed Name of
Authorized Person: Yolanda Miller

Signature: 

Title: Deputy Purchasing Officer

Date 2/14/14

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Entech Sales & Service, Inc.
 (“Contractor”)
for
Heating, Ventilation, and Air Conditioning Maintenance and Repair Services
MA 8100 NA140000061**

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

This Contract is between **Entech Sales & Service, Inc.** having offices at Buda, TX 78619 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0049.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Select Solicitation Type, PAX0049 including all documents incorporated by reference
- 1.1.3 Entech Sales & Service, Inc.’s Offer, dated 10/15/2013, including subsequent clarifications

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

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

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

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months in an amount not to exceed \$2,806,500, with three 12-month extension options in an amount not to exceed \$935,500 per extension option, a total contract amount not to exceed \$5,613,000. See the Term of Contract provision in Section 0400 for additional Contract requirements.

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

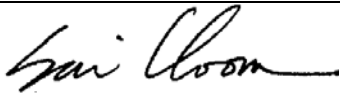
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of

Authorized Person: Sai Xoomsai Purcell

Signature:



Title:

Senior Buyer Specialist

Date

02/14/2014



ADDENDUM
INVITATION FOR BID (IFB)
HEATING, VENTILATING AND AIR CONDITIONING MAINTENANCE AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS

IFB: PAX0049

Addendum No: 1

Date of Addendum: October 3, 2013

This addendum incorporates the following changes, questions and answers, to the above-referenced IFB.

- 1.0 Section 0500, Scope of Work, item 5.7.2 and Section 0500, Scope of Work, item 6.1.6D have been deleted from this solicitation.
- 2.0 Section 0600, Bid Sheet, item 3 and 4 "mark-up shall not exceed 10% of vendor cost" has been deleted from this solicitation.
- 3.0 The following has been added to the above-referenced IFB Section 0500, Scope of Work:

The Successful Vendor shall be required to provide proof of all labor and material charges during the term of the contract. Satisfactory proof of labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item indicating use in each job performed for the City.
- 4.0 (Q) Section 0400, item 8, Invoices and Payment: Is this contract limited to only five departments listed under paragraph 8.A. or could there be any other departments attached to this contract at any point in the future?
(A) The City reserves the right to add additional department(s) to any contract which may be awarded as a result of this solicitation.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Sai Xoomsai, Senior Buyer
Purchasing Office

10/03/2013

Date

ACKNOWLEDGED BY:

10-14-2013

Vendor Name

Authorized Signature

Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM
INVITATION FOR BID (IFB)
HEATING, VENTILATING AND AIR CONDITIONING MAINTENANCE AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

IFB: PAX0049

Addendum No: 2

Date of Addendum: October 15, 2013

This addendum incorporates the following changes to the above-referenced IFB.

- 1.0 Coversheet (Offer Sheet) Bid Due Prior to time is hereby changed to 10/22/2013 at 2:00 pm
- 2.0 Coversheet (Offer Sheet) Bid Opening time is hereby changed to 10/22/2013 at 2:15 pm

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Senior Buyer
Purchasing Office

10/15/2013
Date

ACKNOWLEDGED BY:

Entech Sales & Service

Vendor Name

Handwritten signature of the vendor, Entech Sales & Service, in black ink.

Authorized Signature

10-15-13
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

ORIGINAL

SOLICITATION NO: PAX0049

DATE ISSUED: 09/23/2013

REQUISITION NO 13072900519

COMMODITY CODE 03145

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

Sai Xoomsai Purcell
Senior Buyer Specialist
Phone: 512-972-4016
Sai.xoomsai@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: HEATING, VENTILATING
AND AIR CONDITIONING MAINTENANCE AND REPAIR SERVICES

PRE-BID CONFERENCE TIME AND DATE: 10/01/2013 at 10:00 am,
local time

LOCATION: 411 Chicon, Austin, TX 78702

BID DUE PRIOR TO: 10/15/2013 at 2:00 pm, local time

BID OPENING TIME AND DATE 10/15/2013 at 2:15 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR

When submitting a sealed Offer, use the proper address for the type of service desired, as shown below.

Street Address for Hand Delivery or Courier Service
City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.


Signature of Person Authorized to Sign Offer

Mike Neagle, V.P.
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 10-14-2013

Company Name: Entech Sales and Service, Inc.

Address: 199 Trademark Dr

Email Address: mike.neagle@entechsales.com

City, State, Zip Code: Buda, TX. 78610

Phone No. (512) 312-2003

Fax No. (512) 312-2203

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0700	REFERENCE SHEET	2
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0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 No Goals Utilization Plan
- Bid Bond

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

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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 the City's premises 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 the City, 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) the City'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. The City'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 the City only when the City 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. The City 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:** The City 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 the City 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 the City 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 the City 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:** The City 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 the City'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. The Contractor hereby

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releases and holds the City 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 while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City'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 the City'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 the City 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 the City 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. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- 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. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), 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 the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City 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 the City or the City'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 invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. 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 City to offset indebtedness owed the City.
- F. 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 the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. 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. The City shall provide the Contractor written notice of the failure of the City 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 the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem 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's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized 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 PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City 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 the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City 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 the City 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 the City 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 City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City 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. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. 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 the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - 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 the City 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 the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City 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 the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. 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, the City 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.

20. 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 the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City 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.

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- 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 the City's option and at no additional cost to the City. 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. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City'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 the City, then in addition to any other available remedy, the City 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 the City upon demand the increased cost, if any, incurred by the City 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 the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City 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 the Acceptance Date. 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 the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City'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 the City, then in addition to any other available remedy, the City 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 the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **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

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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.

25. **STOP WORK NOTICE:** The City 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 the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **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 24, (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 the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City 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 City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City 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. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar 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. The City 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.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City 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) calendar 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 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. 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 for:
 - (1) damage to or loss of the property of any person (including, but not limited to 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 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 THE CITY), INDEMNIFY, AND HOLD THE CITY, 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 THE CITY 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.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City 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.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, 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.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review 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.
- ix. The City 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 the City 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.
- x. 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.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **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 affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City 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 the City and to the Austin City Attorney. Personal delivery to the City 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.
34. **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, facsimile, email, 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 the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City 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.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City 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

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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 the City 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 the City's exercise anywhere in the world of the rights associated with the City'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, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City 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 the City or in a manner not expressly permitted under this Agreement, 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 the City before disclosing such information so as to permit the City 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.
38. **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.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **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, the City 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.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City 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 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 the City pursuant to this provision, the City 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.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City 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

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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 the City.

43. **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 the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City 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 the City. 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.
45. **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 the City 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.
46. **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.
47. **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.
48. **DISPUTE RESOLUTION:**
- A. 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.
- B. 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 City 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. 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 City and the Contractor will share the

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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.

49. **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 City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **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.
51. **HOLIDAYS:** The following holidays are observed by the City:

<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

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.

52. **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.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor 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.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by October 4, 2013 at 2:00 pm. Please send questions in writing to Sai Xoomsai Purcell by email to sai.xoomsai@austintexas.gov.

2. INSURANCE. Insurance is required for this solicitation.

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

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

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

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

w/Bid
✱ 3. **BID BOND ("BOND")** (Applicable to procurements requiring a Payment and/or Performance Bond.)

- A. All Offers shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total Offer. The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

→ 4. **PAYMENT BOND**

- A. The Contractor shall provide a Payment Bond in an amount equal to 100 % of the Contract amount within 14 calendar days (14 unless a different period is inserted) after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City

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pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

→ 5. **PERFORMANCE BOND**

- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 14 calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. TERM OF CONTRACT

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

THIS IS A 36 MONTH CONTRACT.

up to (6) years...

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

7. QUANTITIES

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

8. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Building Services Department
Attn:	David
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Department	Aviation Department
Attn:	Mike Robinson
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719
Department	Convention Center Department
Attn:	Curtis Jolly
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78701
Department	Library Department
Attn:	Manuel Huerta
Address	635 N Pleasant Valley Rd
City, State Zip Code	Austin, TX 78702
Department	Austin Water Utility
Attn:	Betty Carrell
Address	3621 FM 620 South
City, State Zip Code	Austin, TX 78738

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost

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of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

10. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;

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- viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

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

ITEMS 12 AND 13 BELOW COVER WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION THAT MAY required by VARIOUS DEPARTMENTS

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

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

- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first thirty (30) calendar days) period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
- (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

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

Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer, and a copy of the index for the most current period.

- (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

15. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

**CITY OF AUSTIN
SCOPE OF WORK
FOR
HEATING, VENTILATING AND AIR CONDITIONING
MAINTENANCE AND REPAIR SERVICES**

1.0 PURPOSE

This Invitation for Bid (IFB) is to award a Contract with an established single vendor who can provide Heating, Ventilating, and Air Conditioning (HVAC) services including maintenance, repair, and minor renovations on an as needed basis as stipulated in this Statement of Work.

Various City departments will utilize this Contract and services shall be rendered at the location specified at the time of order.

2.0 DEFINITIONS

- 2.1 TDLR Texas Department of Licensing and Regulation
- 2.2 OSHA Occupational Safety and Health Administration
- 2.3 SPOC Single Point of Contact
- 2.4 OEM Original Equipment Manufacturer
- 2.5 City City of Austin
- 2.6 HVAC Heating, Ventilating, Air Conditioning
- 2.7 BAS Building Automation System
- 2.8 NTP Notice to Proceed

3.0 APPLICABLE SPECIFICATION

- 3.1 The services provided under this agreement must comply with all City of Austin, Federal, and State of Texas standards, regulations, and laws concerning this type of work. Applicable and effective during the term of this agreement, this includes safety that applies to both private industry and governmental agencies such as compliance with applicable OSHA safety requirements: <http://www.osha.gov/>
- 3.2 Contractor shall be licensed by the State of Texas in accordance with The Texas Department of Licensing and Regulation (TDLR) for Class "A" with endorsement "C." Air Conditioning and Refrigeration assignments. <http://www.license.state.tx.us/>

4.0 GENERAL OVERVIEW

Types of services and items covered by this agreement include, but are not limited to:


- 4.1 HVAC installation and repair
- 4.2 Minor building or equipment modifications required to complete HVAC repairs:
 - 4.2.1 Carpentry/Painting
 - 4.2.2 Sheet Metal Fabrication
 - 4.2.3 Building Automation Controls
 - 4.2.4 Manufacturer Technical Support
- 4.3 Ductwork installation and repair
- 4.4 Wiring and cables installation and repair
- 4.5 Boiler inspection and repair
- 4.6 Diagnostic test equipment
- 4.7 Inspections of equipment
- 4.8 Temporary HVAC services to facility, Temporary HVAC equipment to Building and/or building events
- 4.9 Secure HVAC permits as required by city/state codes and ordinances
- 4.10 Tools and equipment
- 4.11 Supervision of project
- 4.12 Manpower

**CITY OF AUSTIN
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FOR
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MAINTENANCE AND REPAIR SERVICES**

- 4.13 Training of Contractor employees for work under this Contract
- 4.14 Training of City employees for maintenance of new equipment
- 4.15 Safety
 - 4.15.1 Lifts, ladders and related equipment
 - 4.15.2 Equipment rentals
 - 4.15.3 Transportation
 - 4.15.4 Preventative maintenance

5.0 CONTRACTOR REQUIREMENTS

5.1 Experience

- 5.1.1 To be considered a qualified Bidder, Contractor shall have a minimum of five (5) years experience in performing commercial HVAC maintenance and/or renovation as a prime provider and a minimum of two (2) years experience in City of Austin permitting.
 - 5.1.1A Proof of permitting experience must be a minimum of five (5) permits per year to be considered adequate.
 - 5.1.1B Refer to Attachment A to provide documentation of HVAC and permitting experience.
- 5.1.2 Contractor and technicians shall possess any license(s) required by the City, State of Texas, Federal agency, or any other applicable regulatory agency requirements with jurisdiction over the City. The Contractor shall be clean of TDLR violations at least three (3) years prior to solicitation date.
- 5.1.3  Copies of Licenses shall be provided with the bid. (Examples: Class A License with C endorsement, Registration of Air Conditioning Technicians, etc. as defines by TDLR)
 - 5.1.3A Refer to Attachment B to provide documentation of resumes and TDLR licenses and registration.

5.2 References

- 5.2.1 Bidder shall provide five (5) commercial references for similar work and types of systems as outlined in these specifications. Reference attachment 0700.
- 5.2.2 References shall validate satisfactory service and number of years of experience and must span the full five (5) years of experiences as a prime provider of commercial HVAC maintenance and/or renovation.

5.3 Business Requirements

- 5.3.1 Contractor shall operate and have a full-time, permanent business address, email address, telephone and fax machine.

5.4 Staffing Requirements

- 5.4.1 Contractor shall have an adequate number of trained and licensed personnel required to provide services according to these specifications. Contractor shall employ a minimum of five (5) registered HVAC technicians during the period of this contract. Registration documentation shall be provided to the City by Bidders with their Bids.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
HEATING, VENTILATING AND AIR CONDITIONING
MAINTENANCE AND REPAIR SERVICES**

- 5.4.2 The City will have the right to require that the Contractor remove any employee whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the contract term without written consent.
- 5.4.3 Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards.
- 5.4.4 Contractor shall be responsible for assuring the safety of his employees, City employees, and the general public during performance of all services under this contract.
- 5.4.5 Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay

5.5 Single Point of Contact (SPOC)

- 5.5.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in HVAC installation, maintenance, and repair. The SPOC must have the authority to dispatch for emergency services.
- 5.5.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for the SPOC.

5.6 Personnel Requirements

- 5.6.1 Personnel assigned to any contract awarded as a result of this solicitation shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
- 5.6.2 All HVAC technicians employed by the Contractor must be registered with the State of Texas in accordance with TDLR and be clean of TDLR violations three (3) years prior to solicitation date.
- 5.6.3 All personnel assigned to the project shall wear a uniform, including safety equipment and company issued photo identification. Uniforms must be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.
- 5.6.4 At any time, the Contractor shall furnish certification papers and documentation of the assigned personnel's qualifications upon request by the Contract Manager or designee. The Contractor may change personnel only with equally qualified personnel as approved by the City. The Contract Manager or designee may request that the Contractor remove any personnel whose work is unsatisfactory.
- 5.6.5 The Contractor shall assign at least one fluent English speaker to each job performed under this contract as a supervisor or team leader.

5.7 Hours of Service and Compensation


- 5.7.1 Normal working hours are defined as Monday through Friday from 6:00 a.m. to 5:00 pm. After hours are defined as Monday through Friday from 5:01 pm to 5:59 am, weekend, and official City holidays. <http://www.ci.austin.tx.us/help/holidays.htm>
- 5.7.2 Bidder shall provide with its Bid on the 0600 Bid Sheet the hourly straight time, overtime and double time rates for the following classifications: Master, Journeyman, and

**CITY OF AUSTIN
SCOPE OF WORK
FOR
HEATING, VENTILATING AND AIR CONDITIONING
MAINTENANCE AND REPAIR SERVICES**

Apprentice.

6.0 PERFORMANCE REQUIREMENTS

6.1 General

- 6.1.1 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, and training required for responsive service.
- 6.1.2 When requested by the City, the Contractor shall provide a published price list or materials catalog which will be used to purchase materials for the servicing of facilities.
- 6.1.3 All materials used must be factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications.
- 6.1.4 Contract Manager or designee will schedule all services required on as needed basis. Unless otherwise specified by the Contract Manager or designee, the Contractor shall have two (2) business days to submit the itemized proposal for the requested job.
- 6.1.5 Emergency service shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days a year with a maximum response time of two (2) hours and a four (4) hour on-site response time.
-  6.1.6 Unless approved by Contract Manager or designee, it shall be the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal.
- 6.1.6A The Contractor shall review the HVAC requirements for each project and provide a job proposal. The City will issue a written Notice to Proceed (NTP) upon approval of the project quote and the Contractor shall begin the work within one (1) business day of the NTP unless otherwise specified by the Contract Manager or designee at time of submittal. Contractor shall submit an invoice for all labor, in accordance with the labor rates per section 0600 – Bid sheet and materials, in accordance with section 6.1.2 of this scope of work, upon project completion.
- 6.1.6B Submission of the job proposal shall be the evidence that the contractor is familiar with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of work, including equipment, materials, and labor required.
- 6.1.6C Each job proposal shall be per hourly bid rate submitted by contractor plus materials, and rentals.
- 6.1.6D The Contractor shall be allowed to mark-up parts and rentals by no more than ten (10) percent over Contractor's actual cost.
- 6.1.6F Contractor shall be responsible for acquiring all necessary permits to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice.
- 6.1.6G The job proposal shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses will be included in the hourly bid rates.

**CITY OF AUSTIN
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- 6.1.6H The Contractor shall submit Change Orders Request for unknown conditions that affect the project quote by more than +/- ten (10) percent and/or not to exceed \$500.

6.2 Parts and Equipment

- 6.2.1 Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 6.2.2 Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
- 6.2.3 The City reserves the right to retain ownership of any or all HVAC equipment purchased under this agreement at the City's discretion.
- 6.2.4 Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee

6.3 Coordinate Performance

- 6.3.1 Upon completion of service call to the facility, Contractor shall submit a final invoice for work performed, which includes an itemized record of all labor, materials, rentals and subcontractors with proof of receipt, and the Contract Manager or designee will approve the invoice for final payment.
- 6.3.2 In addition to the invoice, the Contractor shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall advise the Contract Manager or designee of developments relating to the performance of this agreement.
- 6.3.3 Contractor shall provide documentation of manufacturer's warranty along with the final invoice. Contractor shall provide a written warranty for all parts and labor and workmanship upon completion of each job. Warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against workmanship and any malfunctions or defects in products, parts and against faulty services. If the manufacturer's warranty is longer for any part(s) provided in repair, service work performed, then the longest warranty shall apply.

6.4 Other Miscellaneous Services

- 6.4.1 The City may, at its option, request Contractor to perform certain system upgrades and modifications to the HVAC and related equipment. In such event, Contract Manager will issue an OSR. The Contractor shall provide such upgrades and modifications at the same rate for labor/parts indicated in the Bid Sheet.

7.0 CONVENTION CENTER REQUIREMENTS

- 7.1 Vendor and employees shall be required to obtain a security badge from Security Control Center upon arrival. This security badge shall be worn at all times while on duty. Badge must be worn above the waist and on the outer most garments.

**CITY OF AUSTIN
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FOR
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- 7.2** The security badge may not grant access to some restricted areas. The Vendor's employees shall comply with all security restrictions. Violations may result in the removal of an employee from the premises.

8.0 AVIATION REQUIREMENTS

- 8.1** Security Badges: Vendor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. The Vendor's employees must comply with all security restrictions. Violations may result in the Vendor receiving an FAA fine and/or the dismissal of the employee from the ABIA premises. Vendor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the vendor's non-compliance.
- 8.2** Airport Security: Access to airport premises and operations areas is limited the vendors personnel and those ABIA employees or individuals authorized by ABIA, provided those persons identified by ABIA do not interfere or jeopardize the vendors responsibility to safely maintain the automatic gates. Vendor shall conform to such identification and security procedures. Access to the premises must be strictly controlled. Officers, employees, or agents of the vendor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Vendor assumes full liability from any such unauthorized incursions.
- 8.3** Background Investigation: An application for each security badge can be obtained from the Airport Police I.D. Section. A ten (10) year background investigation and finger printing will be conducted on all applications for security badge. The vendor shall be responsible for the cost thereof. (\$75.00 per fingerprints checks)
- 8.4** Badge Fees: Vendor shall provide a \$25 refundable fee required for each airport security badge. The fee is refundable upon the return of a Vendor's badge to Airport Police I.D. Section. Any lost, stolen or misplaced security badges will be replaced at an additional cost to the Vendor as follows: 1st replacement \$50; 2nd replacement \$75; 3rd replacement \$100; etc. Upon expiration of this contract, the Vendor shall return all security badges to the Airport Police I.D. Section.
- 8.5** Airport Safety and Security Training by Airport Police: Each employee receiving an airport security badge will be required to attend an Airport Safety and Security Training and Familiarization class, approximately one (1) hour, at no cost to the Vendor.

**BID SHEET
CITY OF AUSTIN
IFB PAX0049**

HEATING, VENTILATING, AND AIR CONDITIONING MAINTENANCE AND REPAIRS SERVICES

BUYER Sai Xoomsai Purcell

Copies of Bid: Vendor must submit two signed copies - one original and one copy.

Special Instructions:

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. Failure to respond to each section of this bid sheet may result in disqualification of your bid.

The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. The quantities noted below are annual estimates and not a guarantee of actual volume.

ITEM	LABOR	ESTIMATED QUANTITY	UNIT	HOURLY RATE	EXTENDED PRICE
1	Labor rate for services during normal working hours (6:00 am - 5:00 pm)	7,500	Hour	\$ \$75.00	652,500.00
2	Labor rate for services after hours (5:01 pm - 5:59 am) City holidays, and weekend	2,500	Hour	\$ \$75.00	187,500.00
ITEM	MATERIAL	ESTIMATED AMOUNT	% MARK-UP	EXTENDED PRICE	
3	% Mark-up to vendor cost for parts/material (mark-up shall not exceed 10% of vendor cost)	\$10,000.00	30.00	3,000.00	
ITEM	OTHER SERVICES	ESTIMATED AMOUNT	% MARK-UP	EXTENDED PRICE	
4	% Mark-up to vendor cost for all equipment rentals (mark-up shall not exceed 10% of vendor cost)	\$150,000.00	15.00	22,500.00	
TOTAL BID PRICE					865,500.00

FOR INFORMATIONAL PURPOSES ONLY

THE CITY MAY WISH TO PURCHASE ADDITIONAL TYPE OF SERVICE THE SUCCESSFUL BIDDER.

Indicate below the pricing structure you will offer the City for any non-specified item or service during the course of the resulting contract.

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

<input checked="" type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) *For an Offeror's Local Business Presence to be considered, this form must be completed and returned with the Offer.*
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input checked="" type="checkbox"/>	Non-Discrimination Certification (Section 0800)
<input checked="" type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input checked="" type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input checked="" type="checkbox"/>	Workplace Conditions Affidavit (Section 0825)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input checked="" type="checkbox"/>	No Goals Form (Section 0900)

COMPANY NAME: Entech Sales and Service, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Mike Neagle, V.P.

BID SHEET
CITY OF AUSTIN
IFB PAX0049

HEATING, VENTILATING, AND AIR CONDITIONING MAINTENANCE AND REPAIRS SERVICES

EMAIL ADDRESS: mike.neagle@entechsales.com

TELEPHONE: (512) 312-2003

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Entech Sales and Service, Inc.					
Physical Address	2136 Rutland Dr., Ste. E. Austin, TX. 78758					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NONE					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

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

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Mike Neagle,

Signature, Authorized Representative of Offeror

Vice President

Title

11-14-2013

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Company's Name	<input type="text" value="Texas State University"/>		
Name of Contact	<input type="text" value="Mike Burkepile"/>	Contact Title	<input type="text" value="HVAC Supervisor"/>
Present Address	<input type="text" value="601 University Drive"/>		
City	<input type="text" value="San Marcos"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78666"/>
Telephone Number	<input type="text" value="(512) 245-6590"/>	FAX Number	<input type="text" value="(512) 245-1466"/>
Email Address	<input type="text" value="mb80@txstate.edu"/>		

Company's Name	<input type="text" value="Texas Department of Transportation - Austin District"/>		
Name of Contact	<input type="text" value="Rick Greer"/>	Contact Title	<input type="text" value="Headquarters Maintenance Manager"/>
Present Address	<input type="text" value="3810 Jackson Avenue"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78731"/>
Telephone Number	<input type="text" value="(512) 465-7974"/>	FAX Number	<input type="text" value="(512) 465-7355"/>
Email Address	<input type="text" value="rick.greer@txdot.gov"/>		

Company's Name	<input type="text" value="Texas Department of Transportation - Bryan District"/>		
Name of Contact	<input type="text" value="Tim Ramirez"/>	Contact Title	<input type="text" value="Buildings and Grounds Manager"/>
Present Address	<input type="text" value="2591 North Earl Rudder Freeway"/>		
City	<input type="text" value="Bryan"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="77803"/>
Telephone Number	<input type="text" value="(979) 778-9793"/>	FAX Number	<input type="text" value=""/>
Email Address	<input type="text" value="tim.ramirez@txdot.gov"/>		

Company's Name	Austin Energy - CTECC Facility		
Name of Contact	Renee Codina	Contact Title	Facility Planning Manager
Present Address	5010 Old Manor Road		
City	Austin	State	Texas Zip Code 78723
Telephone Number	(512) 974-0765	FAX Number	(512) 974-0758
Email Address	renee.codina@austinenenergy.com		

Company's Name	Texas State University		
Name of Contact	Carl Teague	Contact Title	Crew Supervisor, Steam & Water Work
Present Address	601 University Drive		
City	San Marcos	State	Texas Zip Code 78666
Telephone Number	(512) 245-8629	FAX Number	(512) 245-1953
Email Address	ct04@txstate.edu		

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO **PAX0049**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To 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) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To 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) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:


The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 14th day of October, 2013.

CONTRACTOR

Authorized Signature

Title

Entech Sales and Service, Inc.

V.P.

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. PAX0049

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

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

Contractor's Name:	Entech Sales and Service, Inc.		
Signature of Officer or Authorized Representative:		Date:	10-14-13
Printed Name:	Mike Neagle		
Title:	V.P.		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. PAX0049
FOR

HEATING, VENTILATING AND AIR CONDITIONING MAINTENANCE AND REPAIR SERVICES

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

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

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

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

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

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

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

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

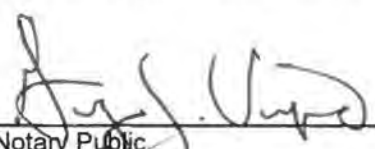
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7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation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

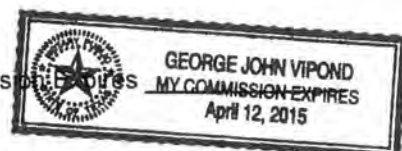
Contractor's Name:	Entech Sales and Service, Inc.
Printed Name:	Mike Neagle
Title:	V.P.


Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 14th day of October, 2013.


Notary Public

My Commission Expires



CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. PAX0049

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	All technicians	
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Entech Sales and Service, INC		
Signature of Officer or Authorized Representative:		Date:	10-14-13
Printed Name:	Mike Neagle		
Title:	V.P.		

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. PAX0049

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

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

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; padding: 2px;">Entech Sales and Service, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">10-14-13</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Mike Neagle</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">V.P.</div>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: PAX0049

PROJECT NAME: Heating, Ventilating, and Air Conditioning Maintenance and Repair Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

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

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

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

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

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Eastech Sales and Service, Inc.

Company Name

Mike Neagle, V.P.

Name and Title of Authorized Representative (Print or Type)

Mike Neagle
Signature

10-14-2013
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: PAX0049

PROJECT NAME: Heating, Ventilating, and Air Conditioning Maintenance and Repair Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Entech Sales and Service, Inc.		
Address	194 Trademark Dr.		
City, State Zip	Buda, Texas 78610		
Phone	(512) 312-2003	Fax Number	(512) 312-2203
Name of Contact Person	George V. Pond		
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

Mike Neagle, V.P.
Name and Title of Authorized Representative (Print or Type)

Signature

10-14-2013
Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

CONTRACTOR'S QUALIFICATIONS FORM

Entech Sales & Service Inc.

QUALIFICATION STATEMENT

Established in 1981 Entech has been the premier service organization in Texas for over 25 years. Our commitment to providing a fast response to customer needs has earned us this reputation. Unlike many traditional HVAC service companies, Entech has diversified to offer customers all the services needed for their facilities including:

- Commercial HVAC Installation and Service
- Building Automation / Temperature Controls Installation and Service
- Energy Management Systems Installation and Service
- Security Systems / Access Control / Video Surveillance Installation and Service
- Portable HVAC Equipment Rentals for emergency use
- Portable Generator Rentals for emergency use
- Fire Alarm Systems Installation and Service
- Plumbing Installation and Service
- Water treatment for HVAC systems – open or closed loops

With these services and the professionals we employ, we have successfully serviced both private and public facilities and look to continue to do so for many years to come.

A BRIEF HISTORY OF ENTECH

Entech was incorporated in 1981. Pat Rucker, President and John Mattes, Vice President started Entech in north Dallas. The commercial air conditioning service market was the main focus of the business. After a few years in business the offerings increased to include related market areas such as Security Access Control / CCTV and Building Automation.

At the end of the first year Entech had grown from four to eight employees and had a growing customer base. At the end of our 27th year we have over 280 employees.

Officers

Pat Rucker	- President
Bernetta Rucker	- CFO / Secretary Treasurer
John Mattes	- Executive Vice President
Bruce Long	- Vice President – Ft. Worth
Nick Kollasch	- Vice President – Dallas

Scott Rankert	- Vice President – Dallas Security and Automation
Rob Emmert	- Vice President – Austin / San Antonio Operations
Mike Neagle	- Vice President – Central Texas Mechanical

OFFICES

Corporate Office:
3404 Garden Brook Dr.
Dallas, TX. 75234
(469) 522-6000

Garland Office
1734 Hwy. 66
Garland, TX. 75040
(972) 485-1171

Fort Worth Office
1714 Higgins Lane
Ft. Worth, TX. 76111
(817) 759-1663

Austin Office
10139 Metropolitan
Austin, TX. 78758
(512) 719-5191

San Antonio Office
8202 Sand Pebble
San Antonio, TX. 78250
(210) 824-3382

Buda Office
199 Trademark Drive
Buda, TX 78610
(512) 312-2003

Houston Office

1930 Lauder Road
Houston, TX. 77039
(281) 506-9090

STATE LICENSES

- Texas Board of Private Investigators and Private Security Agencies (B-6910)
- Texas Air Conditioning License (TACLA002080C)
- Texas Plumbing License (M11851)
- Texas Fire Alarm License (ACR-1404)
- Oklahoma Air Conditioning License (63836)
- Arkansas Contractors License (013536)

BONDING CAPABILITIES

Entech is capable of bonding projects in excess of \$10 million dollars.

RESUME / QUALIFICATIONS AND INDUSTRY EXPERIENCE

PAT RUCKER; *President*

President of Entech Sales & Service, Inc. - 31 years. Vice President of Hunzeker Service Agency - 15 years. Trane Company, LaCrosse, WI - 1 year. BSME - University of Illinois, 1961 Texas State License Commercial ENV, A/C Comm. Ref., Process Cooling & Htg. A002080.

JOHN MATTES; *Executive Vice President*

Executive Vice President of Entech Sales & Service, Inc. - 31 years. Field experience - 23 years. Factory Level Training - Trane, Carrier, York, McQuay, Johnson Controls, Andover Controls, Air Balance (Trane Company), Hitachi, Liebert Computer Units. Refrigeration Service Engineers Society Training - HVAC: 3 year course complete, Electrical: 3 year course complete, Controls: Pneumatic complete, Vibration Training. Texas State License Commercial ENV, A/C, Comm. Ref., Process Cooling & Htg A003855C

ROB EMMERT; *Vice President*

Austin / San Antonio Division Manager, Entech Sales & Service, Inc. - 12 years. Installation Manager, Entech Sales & Service, Inc. - 2 years. Project Manager, Entech Sales & Service, Inc. - 2 years. Project Manager, Andover Controls Corporation - 4 years. Service Technician, Aire Design Systems - 4 years. Service Technician, TDI Air Conditioning - 2 years. Associate Applied Science, Oklahoma State Tech - 1985. Member ISA, Instrument Society of America.

NICK KOLLASCH; *Vice President*

Vice President of Entech Sales & Service, Inc. - 12 Years. Software/ Programming Department Manager, Entech Sales & Service, Inc. - 5 years. Field Experience - 12 years. Factory Level Training - Trane, Carrier, VVT, Andover Controls, Circon 300 Series, Software House C-Cure 800. Refrigeration Service Engineers Society Training - Various Term Classes - 1 year heat pumps, 2 years controls and 2 years electricity. Journeyman Electrician. AAS Western Iowa Technical College. Texas State License Commercial ENV A/C Comm. Ref. Process Clg & Htg A002570C

BRUCE LONG; Vice President

Vice President, Entech Sales & Service, Inc. - 27 years Field experience - 30 years. Factory Level Training - Trane, Carrier, Training, Electrical: 3 year course complete, Controls: Pneumatic complete, Vibration Training. Texas State License Commercial ENV, A/C, A007080E

SCOTT RANKERT; Vice President

General Manager, Entech Sales & Service, Inc. - 7 years. Senior Account Executive, Entech Sales & Service, Inc. - 9 years. Sales Engineer, Control Systems International - 1 year. Sales Engineer, Landis & Gyr Powers, Inc. - 2 years. Engineering Specialist, Landis & Gyr Powers, Inc. - 1 year. BSIET Purdue University - West Lafayette, 1990. Memberships: American Society of Hospital Engineering (ASHE), Texas Association of Healthcare Facilities Management (TAHFM), American Hospital Association (AHA), American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE), 7 x 24 Exchange, Licensed with the Texas Board of Private Investigators and Private Security Agencies as Alarm Systems Installer.

MIKE NEAGLE; Vice President

Central Texas Mechanical Division Manager, Entech Sales & Service, Inc. - 22 years. District Manager, McQuay Service International - 5 years. General Manager, Trane Service, Lubbock - 6 years. Service Manager, Airco, Inc. Lubbock - 8 years. AAS Heating & Air Conditioning Technology, South Plains College - 1974. Member, American Society of Mechanical Engineers - 1984 to present. Member, Air Conditioning Contractors of America - 1994 to present. RSES Refrigeration Courses I, II, and III 1976. Dunham Bush PCX-DBX Chiller Certification 1975, Dunham Bush Compressor Certification 1976, Dunham Bush Advanced Technician Certification 1978, Barber Coleman Advanced Pneumatics 1979, Trane Centrifugal Chillers 1980. Trane Factory Warranty Service Certification 1982, McQuay Centrifugal Chillers Certification 1988. Texas State License TACLA010059C.

EMPLOYEE QUALIFICATIONS

Mike Neagle *Vice President – Central Texas Mechanical*

Entech Sales & Service, Inc. – 17 years. District Manager, McQuay Service International – 5 years. General Manager, Trane Service, Lubbock – 6 years. Service Manager, Airco, Inc. Lubbock – 8 years. AAS Heating & Air Conditioning Technology, South Plains College – 1974. Member, American Society of Mechanical Engineers – 1984 to present. Member, Air Conditioning Contractors of America – 1994 to present. RSES Refrigeration Courses I, II, and III 1976. Dunham Bush PCX-DBX Chiller Certification 1975, Dunham Bush Compressor Certification 1976, Dunham Bush Advanced Technician Certification 1978, Barber Coleman Advanced Pneumatics 1979, Trane Centrifugal Chillers 1980. Trane Factory Warranty Service Certification 1982, Trane certification of CVHE Warranty Service Regional Seminar-1984, McQuay Centrifugal Chillers Certification 1988. Snyder General Corp certificate of Human Resource Management- 1993, Refrigerant Transition and Recovery Certification as Universal Technician-1995, York Institute of Air Conditioning and Refrigeration Centrifugal Chiller Service For Mechanical Contractors- 1996, American Society of Heating, Refrigerating and Air-Conditioning Engineers, INC. Member- 1997, State of Texas Boiler Installer Certification-2000 Texas State License TACLA010059C.

Chad Cullison *Account Executive*

Entech Sales & Service, Inc.- 1 year. 2011-Completed Carrier's Master's Chiller training class scoring second out of 150 Sales Engineers. 2010-Completed Mitsubishi's Variable Refrigerant Flow training. 2008-Completed Trane's Modular Climate Changer Air-Handling Class. 2007-Completed Trane's Centravac Chiller Killer Course .2004-Completed Carrier's Central Station Air-Handling Unit Class.2001-Completed Carrier's Bachelor's Chiller Training class.

1995-1998: Carrier Commercial Sales Engineer-Oklahoma City, OK.

1999-2006: Carrier Commercial Sales Manager-Austin, TX.

2006-2009: Trane Sales Team Leader-Austin, TX.

2009-2011: Carrier Regional Sales Manager-Texas.

2011-2012: Smardt/Innovent South Texas Sales Manager-Central/South Texas.

2012-Present: Entech Sales & Service-Account Executive.

Bachelor's Degree-Oklahoma State University 1994.

Dave Maio *Account Executive*

Entech Sales & Service, Inc.- 4 years

Licensed Journeyman Electrician with 15 Years Experience

Building Automation Controls Experience 24 Years

Direct Digital Control Certification's:

1. Parker Controls
2. Carrier Comfort Controls
3. Carrier VVT Controls
4. Carrier 3V Controls
5. Honeywell LCBS (Light Commercial Building Systems)
6. XCI Controls/Network Thermostats
7. Reliable Controls
8. Distech Controls (LON)
9. Computrols

Attended Southwest Texas State University (No Degree, 99 Hours in Management Information Systems)

Published in Carrier Corporation's Internal News Letter "BEST Programming" for creating Custom Programming Code for the following Projects/Applications:

1. University of Houston 4500 Ton Capacity Open Drive Centrifugal Chiller with a 5000 Horse Power 225 PSI Steam Turbine Drive "Variable Speed Control Based On Real Time Lift & Load Analysis". This was Carrier's First Variable Speed Chiller and the Goal of this Project was Steam Conservation.
2. Multiple Chiller Plant Lead/Lag Control Simplified by the use ARRAYS
3. Discrete Control Re-sequencing of the Lead the Device based on First On First Off Basis to Statistically Average the Runtime of the Discrete Controlled Devices (Compressors, Tower Fans, etc.)
4. Wet Bulb Temperature Calculation based on a Conversion of Dry Bulb Temperature, Relative Humidity and Barometric Pressure

Well Versed in Air & Water Distribution Systems ranging from Small Constant Volume Systems to Large Campus Primary, Secondary and Tertiary Chilled Water Distribution Systems with Variable Volume Air Distribution Systems.

Gerald Miller Account Executive

Entech Sales & Service, Inc. – 5 years. Sales Representative for Five Mechanical Equipment and Supplies Companies – 5 years. Sales Manager, Indoor Environmental Consultants – 4 years. Sales Manager, Texas Power Vac – 5 years. Sales Manager, JC Environmental – 6 years. President, Miller Mechanical and Engineering – 16 years. United States and Canadian Patents in commercial ventilation.

Member, American Society of Heating, Refrigeration and Air-Conditioning Engineers – 1988 to present. Metal Aire VAV Boxes and Controls 1985. Barber Coleman VAV Controls 1982. University of Louisville 1966 – 1968. Western Kentucky University 1963 – 1965.

Robert Gonzalez Field Supervisor

Service Technician, Entech Sales & Service, Inc. - 14 years, USAF – 8 years. AAES Texas State Technical College EPA-1998, HVAC Control Fundamentals of Pneumatics & VAV Controls seminar-1998, NDT-Eddy Current Testing Level I –1999, NDT-Eddy Current Testing Level II –1999, Trane Teardown Training-1999, Techpro Pump and Seal School-2000, York-Rotary Screw Liquid Chiller-2000, Carrier Certificate PIC Controls, Carrier 19XL/XR/XRT Centrifugal Chiller Operator- 2001, Carrier Certificate-Tech V-Screw Liquid Chillers 30 HX/GX-2001, Trane Certificate RTAA/WA/UA Rotary Chiller Service, Vibsaner Machine Diagnostics & Data Collection FFT Analysis And Balancing Omnitrend PC

Software for Data Archival & Evaluation-2002, McQuay Air Conditioning-Screw Chiller Maintenance & Operation-2003, Trane-Ch530 Control for CVHE/F/G-RTAC Chillers-2003, Trane CenTraVac Mechanical Service-2004, York- Optiview Control Panel Fundamentals and Optispeed Variable Speed Drive Training-2005 Universal Refrigerant recovery Certification, Trane- Certification of RTHD Rotary Chiller-2007,Trane- Certification Chiller Motor Control- 2009, Johnson Controls York Optispeed VSD Variable Speed Drive 2012.

Mike Stump Service Technician

Service Technician, Entech Sales & Service, Inc.- 16 years. Service Technician, Waco Construction - 4 years, Service Technician, Brazos Valley Air Conditioning - 1 year. Refrigerant Transition And Recovery Certification Type II Technician-1995, Texas State Technical College Waco/Marshall 1995, Refrigerant Transition And Recovery Program –2000 York-Air Cooled Rotary Screw Liquid Chillers- 2001, HVAC Controls-Fundamentals of Pneumatic & Variable Air Volume Controls-2001, Vibscanner Machine Diagnostics & Data Collection FFT Analysis and Balancing Omnitrend PC software for Data Archival & Evaluation-2002, Technical Associates of Charlotte-Entry Level Vibration Analysis-A Hands –On Approach-2002,Technical Associates of Charlotte-Vibration Analysis I –2002, Drives Start Up Training-2005, Refrigerant Transition And Recovery Certification-2006, RTAC Rotary Chiller Service-2006, Area Service Certification for A/C Drives-2006, Trane CenTraVac Mechanical Service 2007, CSHI Confined Space CP 2009, Mirco Control Systems MCS Magnum Chiller Software, Hardware Troubleshooting Training & Hanbell Screw Compressor Training 2009. Electrical Generating Systems Association- On-Site Power Generator Systems- Advanced School 2012. Johnson Controls York Optispeed VSD Variable Speed Drive 2012, EGSA On-Site Power Generator Training 2012.

Joe Sloan Field Supervisor

Service Technician, Entech Sales & Service, Inc.- 7 years, Service Technician EPA Universal Refrigerant recovery Certification. Certificate of Completion for Technician Type Universal-2002. NDT-Eddy Current Testing Level I. Ecutech Certification NDT-ECT-2006 Certificate of Completion Start-Up & Services of Trane and VFD 2008, Registered Air Conditioning & Refrigeration Technician. US Navy- Electricians Mate April 1991-March 1995, performed inspections, troubleshooting and repairs of various electrical devices aboard ship, RTAA, Telepak 2012, Advance Power Generator Training 2012.

Hayett Garcia Generator Technician

Service Technician, Entech Sales & Service, Inc.- years Universal Technical Institute 2010, BETT Training 2010, Engine Maintenance & Load Bank Testing; PCC GENSET Control; Automatic Transfer Switches LT3 & OT3, OTEC 40-1000 Amp Transfer Switch, OTEC 40-1000 Amp Transfer Switch; PCC 3200 GENSET Control, PCC 1301 GENSET Control , PCCNET.

TODD BUSS CHEMIST

Entech Sales and Service, Operations Manager Water Treatment – 5 years, 3M Corporation, Chemist - 1 year. Bachelor of Science in Chemical Engineering University of Texas – 1998, EIT certified (Licensed Engineer – In – Training)

Michael Hochtritt *Service Technician*

Service Technician, Entech Sales & Service, Inc.- 1 year, Johnson Controls Working Safely with HCFC-123- 1994, United Association Certification of CFC Qualification- 1994, OSHA Construction Safety and Health- 2003, Johnson Controls, Inc Transportation of Hazardous Materials Training Controls- 2008, BTJ Pipefitter Refrigeration Retiree-2011, State of Texas Registered Air Conditioning & Refrigeration Technician- 2011

John C. McClaferty *Service Technician*

Service Technician, Entech Sales & Service, Inc.- years. Texas State Technical College 2004, ESCO Institute- EPA certification as a Universal Technician- 1993

George Vipond *Account Executive*

Entech Sales & Service, Inc.- 5 years

Jeff McCombs *Service Technician*

Service Technician, Entech Sales & Service, Inc. 7 years, Service Technician EPA Universal Refrigerant Recovery Certification. ESCO Institute EPA Certified – 1993, Certification of R/T Forklift and Powered Ind. Truck- 2002, Southern Arizona Plumbing Heating and Cooling Contractors Association Certification for Refrigeration Mechanic 2005, State of Arizona Certificate for Refrigeration Mechanic – 2006, Trane certification RTAA/WA/UA- 2007, State of Texas registered air conditioning & Refrigeration Technician- 2011.

David Wencil *Service Technician*

Service Technician, Entech Sales & Service, Inc.- 4 years. Liebert North America ESC1 Large, Small & Monitoring Systems, HVAC Controls Fundamentals of Pneumatic & Variable Air Volume Controls, Mitsubishi Systems Training 2012, Trane IntelliPak I & II Rooftops 2010, Trane Commercial Service 1 2009.

John Kroeger *License Plumber*

Service Technician, Entech Sales & Service, Inc.- years, Service Technician- Association Plumbing Heating Cooling Contractors of Texas-Backflow Certification Course 2011, Texas Master Plumber, Med-Gas endorsement, EPA Type I & II Certification, Air Conditioning and Refrigeration Technician, TCEQ Backflow Prevention Assembly, COA Registered Water Supply Protection, COA Registered Cross Connection.

Mike Crawley *Service Technician*

Service Technician, Entech Sales & Service, Inc.- years Universal EPA Certification VGI Training 2003, Trane Chilled Water Piping & Design 2005, Trane Air-Cooled Screw Chiller 2004, Trane Intellipak 2004, Temperature Controls Pneumatics Control School 2004, Trane heat Pump School 2002, Arctic International Refrigeration Management System Installation 2002, Trane Voyager Microelectronics 2001, Trane Water Cooled Screwed Chiller 2005, Temp Controls Advanced Pneumatics-Receiver Controllers 2005, York Int'l Optiview Microprocessor Centrifugal Chiller 2006, York YT Centrifugal Overhaul 2006, Teco/Westinghouse VFD 2010, Danfoss VFD 2011.

Matt Jones *Service Technician*

Service Technician, Entech Sales & Service, Inc.- years, Esco Institute 1993, EPA Certified, State of Texas HVAC Technician, AIC Constructor Certification Commission Level 1, OSHA Safety Certification, Mitsubishi Systems Training 2012.

CONTRACTOR'S QUALIFICATIONS FORM

1. **QUALIFICATIONS/REFERENCES:** Contractor shall submit three (3) references for which the contractor has provided **services of similar size, scope and complexity within the last three (3) years.** Additional information may be submitted/attached at respondent's discretion to provide a detailed synopsis of Qualifications & Experience of similar/relevant scope.

- A. Client: Texas State University, HVAC Dept./Plant Ops.
Point of Contact: Mike Burkepile, Crew Supervisor
Telephone: (512) 245-6590
Building Name: Multiple locations throughout the Campus
Building Address: 601 University Drive San Marcos, Texas 78666
Beginning Date of Contract 01/2009 End Date of Contract Ongoing
Commercial Office Building (Y/N) Yes Weekly Hours 40+
Occupancy 100% Staff Turnover Rate unknown
Description of Scope of Work: The Texas State University, HVAC Dept. calls us for work and jobs That their staff can't get to. The work varies from small split systems to Large Chillers and Boilers
- B. Client: Texas Dept. of Transportation-Austin District
Point of Contact Rick Greer
Telephone (512) 465-7974
Building Name Austin District
Building Address: Multiple Locations
Beginning Date of Contract 10/2012 End Date of Contract Present
Commercial Office Building (Y/N) Y Weekly Hours 8-5
Occupancy N/A Staff Turnover Rate N/A
Description of Scope of Work Preventative Maintenance and all Repairs to HVAC systems.
- C. Client: Texas Dept. of Transportation-Bryan District
Point of Contact Tim Ramirez
Telephone (979) 778-9793
Building Name Bryan District
Building Address Multiple Locations
Beginning Date of Contract 10/20012 End Date of Contract Present
Commercial Office Building (Y/N) Y Weekly Hours 8-5
Occupancy N/A Staff Turnover Rate N/A
Description of Scope of Work Preventative Maintenance and all Repairs to HVAC systems

Many more references available upon request!

2. **ADDITIONAL COMPANY INFORMATION:**

- A. Number of Years in Business Since 1981, 32 years
- B. Physical Office Presence in Austin area (Y/N) Y
a. Office Address: 199 Trademark Drive Buda, Texas 78610
- C. Current Number of Permanent, Full-Time Employees 550
- D. Current Number of Permanent, Part-Time Employees 15
- E. Current Total Number of Employees 565
- F. Geographic Limits of Operations We have multiple locations in Texas and (1) In Oklahoma
- G. List any Industry Certifications/Qualifications/Formal Training Programs that your staff (who will be servicing this account) have been certified in: Please see attached



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sai Purcell
DATE: 09/10/2013

SUBJECT: Request for Determination of Goals for Solicitation No. PAX0109-0049
Project Name: HVAC Maintenance and Repairs
Commodity
Code(s): 03145
Estimated Value: \$ 872,500.00 annually

☐ The Purchasing Office has determined that Goals may be appropriate for this solicitation.

This determination is based on the following reasons:

The Departmental Point of Contact is: Chris Carter at Phone: 512-530-6352

☒ The Purchasing Office has determined that Goals are not appropriate for this solicitation.

This determination is based on the following reasons: No subcontracting opportunities have been identified

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4016

☐ Approved. ☐ Not Approved

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

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

opportunities.

No subcontracting


Veronica Lara, Director

Date: 09/24/13

cc: Lorena Resendiz