



Amendment No. 4  
Contract No. GA140000047

VARIOUS TYPES OF CABLE  
Between  
TRILLIUM DEVELOPMENT LTD CO  
and the  
CITY OF AUSTIN, TEXAS

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 2.0 Effective March 6, 2020, the term for the holdover will be March 6, 2020 to July 6, 2020.

Term	Action Amount	Total Contract Amount
Initial Term: March 6, 2014 through March 5, 2017	\$705,006.00	\$ 705,006.00
Amendment No. 1: March 6, 2017 through March 5, 2018	\$235,002.00	\$ 940,008.00
Amendment No. 2: March 6, 2018 through March 5, 2019	\$235,002.00	\$1,175,010.00
Amendment No. 3: March 6, 2019 through March 5, 2020	\$235,002.00	\$1,410,012.00
Amendment No. 4: Holdover for 120 days March 6, 2020 through July 6, 2020	\$ 0.00	\$1,410,012.00

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

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

Signature/Date:



Printed Name: Greg Anixter  
Authorized Representative

Trillium Development Ltd Co.  
Greg Anixter  
21541 North 78<sup>th</sup> Street  
Scottsdale, AZ 85255  
480-710-1313  
greg@trilliumcable.com

Signature/Date:



Linell Brown  
Procurement Supervisor

3-10-2020

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



Amendment No.3  
Contract No. GA140000047  
VARIOUS TYPES OF CABLE  
Between  
TRILLIUM DEVELOPMENT LTD CO  
and the  
CITY OF AUSTIN, TEXAS

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 6, 2019 through March 5, 2020. There are no remaining extension options.

Term	Action Amount	Total Contract Amount
Initial Term: March 6, 2014 through March 5, 2017	\$705,006.00	\$705,006.00
Amendment No. 1: March 6, 2017 through March 5, 2018	\$235,002.00	\$940,008.00
Amendment No. 2: March 6, 2018 through March 5, 2019	\$235,002.00	\$1,175,010.00
Amendment No. 3: March 6, 2019 through March 5, 2020	\$235,002.00	\$1,410,012.00

- 2.0 MBE/WBE goals were not established for this contract.

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

- 4.0 All other terms and conditions remain the same.

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

Signature/Date:

Printed Name: Greg Anixter  
Authorized Representative

Trillium Development Ltd Co.  
Greg Anixter  
21541 North 78<sup>th</sup> Street  
Scottsdale, AZ 85255  
480-710-1313  
greg@trilliumcable.com

Signature/Date:

Martha Hernandez, Contract Administrator IV

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



Amendment No. 2  
to  
Contract No. GA140000047  
For  
Traffic Signal Cables  
between  
Trillium Development LTD. Co.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 6, 2018, to March 5, 2019. One option remain.
- 2.0 The total Contract amount is increased by \$235,002.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 3/6/14 – 3/5/17	\$705,006.00	\$705,006.00
Amendment No. 1: Option 1 3/6/17 – 3/5/18	\$235,002.00	\$940,008.00
Amendment No. 2: Option 2 3/6/18 – 3/5/19	\$235,002.00	\$1,175,010.00

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

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

Signature & Date:  February 16, 2018

Printed Name: Greg Anixter, Manager  
Authorized Representative

Signature & Date:  2/20/18

Matthew Duree, Procurement Manager  
City of Austin  
Purchasing Office

Trillium Development LTD. Co.  
21541 North 78th Street  
Scottsdale, AZ 85255



Amendment No. 1  
to  
Contract No. GA140000047  
For  
Traffic Signal Cables  
between  
Trillium Development LTD. Co.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 6, 2017, to March 5, 2018, two options remain.
- 2.0 The total Contract amount is increased by \$235,002.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 3/6/14 – 3/5/17	\$705,006.00	\$705,006.00
Amendment No. 1: Option 1 3/6/17 – 3/5/18	\$235,002.00	\$940,008.00

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

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

Signature & Date:

February 26, 2017

Signature & Date:

Printed Name: Greg Amixer, Manager  
Authorized Representative

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

3-1-17

Trillium Development LTD. Co.,  
21541 North 78th Street  
Scottsdale, AZ 85255



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

March 5, 2014

Trillium Development LTD Co  
Attn: Greg Anixter  
21541 North 78<sup>th</sup> Street  
Scottsdale, AZ 85255-7719

Dear Mr. Anixter:

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

Responsible Department:	Austin Transportation Department
Department Contact Person:	Guadalupe Alvarado
Department Contact Email Address:	<a href="mailto:Guadalupe.alvarado@austintexas.gov">Guadalupe.alvarado@austintexas.gov</a>
Department Contact Telephone:	512.974.4095
Project Name:	Traffic Signal Cables
Contractor Name:	Trillium Development LTD Co.
Contract Number:	MA 2400 GA140000047
Contract Period:	March 6, 2014 – March 5, 2017
Dollar Amount	\$705,006.00
Extension Options:	Three (3) 12-month
Requisition Number:	RQM 2400 13110500060
Solicitation Number:	IFB NKA0001
Agenda Item Number:	31
Council Approval Date:	2/27/14

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Mr. Alvarado, Contract Manager at 512.974.4095.

Sincerely,

Georgia L. Billela  
Buyer II  
Purchasing Office  
Finance Service Department

cc: Guadalupe Alvarado

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Trillium Development Ltd Co. ("Contractor")  
for  
Traffic Signal Cables  
MA 2400 GA140000047**

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 Trillium Development Ltd Co. having offices at Scottsdale, AZ 85255-7719 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 NKA0001.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), NKA0001 including all documents incorporated by reference
- 1.1.3 Trillium Development Ltd Co. Offer, dated December 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 and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$705,006.00 for the initial Contract term and \$235,002.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.



**1.6 Clarifications and Additional Agreements.** The following are incorporated into the Contract.

- 1.6.1 Pricing shall remain firm for the first six (6) months of the contract. Subsequently, in recognition of the potential fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on a Bi-Annual basis according to the term of the contract . This is based on the Index Code as referenced in the Section 0400 Par. 9D

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.

**Trillium Development Ltd. Co.**

Greg Anixter

Printed Name of Authorized Person



Signature

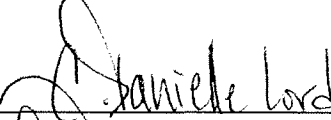
Manager

Title:

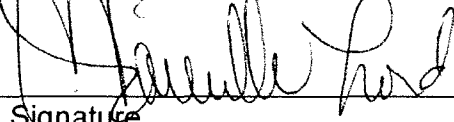
March 5, 2014

Date:

**CITY OF AUSTIN**



Printed Name of Authorized Person



Signature

Corp. Contract Compliance Manager

Title:

3/5/14

Date:



# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: NKA0001

COMMODITY/SERVICE DESCRIPTION: Traffic Signal Cables

DATE ISSUED: December 2, 2013

REQUISITION NO: RQM 2400 13110500060

BID DUE PRIOR TO: December 18, 2013, 2:00 PM, Local Time

COMMODITY CODE: 28030 & 72523

BID OPENING TIME AND DATE: December 18, 2013, 2:15 PM,  
Local Time

For contractual questions contact:

Georgia Billela

Buyer II

Phone: 512-974-2939

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

When submitting a sealed Offer and/or Compliance Plan, use the pr

P.O. Address for US Mail
City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

sired, as shown below.

r Courier Service

2013 DEC 17 PM 2:15

PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

Offers (including Compliance Plans) that are not submitted in

not be considered.

**SUBMIT 1 ORIGINAL AND 1 SI**

OFFER SUBMITTED BY

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

Greg Anixter, Manager

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 12/15/13

Company Name: Trillium Development Ltd Co

Address: 21541 North 78th Street

City, State, Zip Code Scottsdale, AZ 85255-7719

Phone No. ( 480 ) 710 \_1313

Fax No. ( 480 ) 275 \_4358

Email Address: Greg@trilliumcable.com

**BID SHEET**  
**CITY OF AUSTIN**  
**SOLICITATION NAME: Traffic Signal Cables**

**BID NO.** NKA0001  
**RX NO.** 2400 013110500060  
**ISSUE DATE:** Monday, December 2, 13  
**CLOSING DATE & TIME:** December 18, 2013, 2:00 PM, Local Time  
**BUYER** Georgia Billela

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

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
1	Traffic Signal Cable w/ Rip Cord, 20 Conductor, Stranded Copper, 14 gauge	75,000	FT	1.478	\$ 110,850.00
2	Traffic Signal Cable w/ Rip Cord, 7 Conductor, Stranded Copper, 14 gauge	25,000	FT	0.508	\$ 12,700.00
3	Traffic Signal Cable w/ Rip Cord, 5 Conductor 600V, #14 Stranded Copper	150,000	FT	0.358	\$ 53,700.00
4	Loop Detector Lead-in Cable w/ Rip Cord, Single (1) Twisted Pair w/ Drain, 600V 16 gauge Stranded Copper	48,000	FT	0.139	\$ 6,672.00
5	Loop Detector Lead-in Cable w/ Rip Cord, Four (4) Twisted Pair w/ Drain, 600V 16 gauge Stranded Copper	36,000	FT	0.649	\$ 23,364.00
6	Loop Detector Lead-in Cable w/ Rip Cord, Double (2) Twisted Pair w/ Drain, 600V, 16 gauge Stranded Copper	36,000	FT	0.331	\$ 11,916.00
7	CAT 5E, 350MHZ, Outdoor Rated, Direct Bury, Cable, Black UV Resistant PVC Jacket w/ Rip Cord	100,000	FT	0.158	\$ 15,800.00
<b>TOTAL PRICE</b>					\$ 235,002.00

OFFERORS BEST DELIVERY IS \_15\_ CALENDAR DAYS AFTER RECEIPT OF ORDER

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

DELIVERY METHOD: \_\_MOTOR FREIGHT\_\_

COMPANY NAME: \_\_Trillium Development Ltd Co\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: \_\_Greg Anixter, Manager\_\_

EMAIL ADDRESS: \_\_greg@trilliumcable.com\_\_

**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. =====>

**Add Reference**

Company's Name	<input type="text" value="State of New Jersey"/>		
Name of Contact	<input type="text" value="Dan Black"/>	Contact Title	<input type="text" value="Contract Manager"/>
Present Address	<input type="text" value="P.O. Box 604"/>		
City	<input type="text" value="Trenton"/>	State	<input type="text" value="New Jersey"/> Zip Code <input type="text" value="08625-0604"/>
Telephone Number	<input type="text" value="(609) 530-5383"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="Dan.Black@dot.state.nj.us"/>		

Company's Name	<input type="text" value="Board of County Commissioners - Palm Beach County"/>		
Name of Contact	<input type="text" value="Bill Bridge"/>	Contact Title	<input type="text" value="Manager"/>
Present Address	<input type="text" value="P.O. Box 4036"/>		
City	<input type="text" value="West Palm Beach"/>	State	<input type="text" value="Florida"/> Zip Code <input type="text" value="33402-4036"/>
Telephone Number	<input type="text" value="(561) 233-3928"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="BBridge@pbcgov.org"/>		

Company's Name	<input type="text" value="City and County of Denver"/>		
Name of Contact	<input type="text" value="Lindsey Dunn"/>	Contact Title	<input type="text" value="Staff Buyer"/>
Present Address	<input type="text" value="201 West Colfax Ave Dept 304"/>		
City	<input type="text" value="Denver"/>	State	<input type="text" value="Colorado"/> Zip Code <input type="text" value="80202"/>
Telephone Number	<input type="text" value="(720) 913-8100"/>	FAX Number	<input type="text" value="(720) 913-8101"/>
Email Address	<input type="text" value="Lindsey.Dunn@denvergov.org"/>		

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

**SOLICITATION NO** **NKA0001**

**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 16<sup>th</sup> day of DECEMBER, 2013.

CONTRACTOR

Trillium Development Ltd Co

Authorized Signature

Title

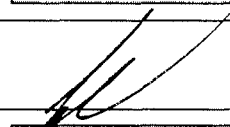
Greg Anixter, Manager

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

SOLICITATION NO. NKA0001

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:	<div style="border: 1px solid black; padding: 2px;">Trillium Development Ltd Co</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Dec 16, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Greg Anixter</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Manager</div>		

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. NKA0001  
FOR**

Traffic Signal Cables

State of ~~Texas~~ **ARIZONA**  
County of ~~Travis~~ **MARICOPA**

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:

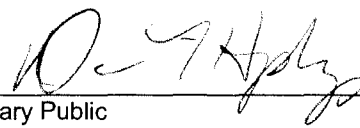
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7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation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

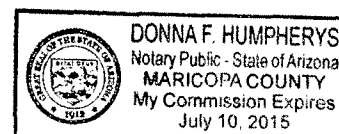
Contractor's Name:	Trillium Development Ltd Co
Printed Name:	Greg Anixter
Title:	Manager

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 16<sup>th</sup> day of December, 2013.

  
Notary Public

My Commission Expires 7/10/15



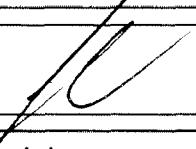
**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
SOLICITATION NO. NKA0001

- 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

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	<div style="border: 1px solid black; padding: 2px;">Trillium Development Ltd Co</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Dec 16, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Greg Anixter</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Manager</div>		

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

SOLICITATION NUMBER: NKA0001

PROJECT NAME: Traffic Signal Cables

**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   X   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.

Trillium Development Ltd Co

Company Name

Greg Anixter, Manager

Name and Title of Authorized Representative (Print or Type)

Signature

December 16, 2013

Date

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

SOLICITATION NUMBER: NKA0001  
PROJECT NAME: Traffic Signal Cables

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Trillium Development Ltd Co		
Address	21541 North 78th Street		
City, State Zip	Scottsdale, AZ 85255		
Phone	(480) 710-1313	Fax Number	(480) 275-4358
Name of Contact Person	Greg Anixter		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Greg Anixter, Manager

Name and Title of Authorized Representative (Print or Type)

Signature

December 16, 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.**

<b>Sub-Contractor/Consultant</b>	
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	

<b>Sub-Contractor/Consultant</b>	
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 \_\_\_\_\_



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **NKA0001** ADDENDUM NO. **1** DATE OF ADDENDUM: **December 13, 2013**

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

I. **Questions:**

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid. The following questions were posed by one or more Vendors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Is there a particular manufacturer of the traffic signal cable that the city has already approved and been using? Can you provide that information? Some of our top suppliers are not able to match the specs provided so I'm curious to know what cable the city has spec'd in.

(A) The IMSA specified cable as shown on the specification is what we have purchased from several vendors in the past several years. The manufacture is not relevant since several manufactures make the IMSA specified signal cable

2. (Q) Do we have to bid on all seven line items to be considered for an award or will awards be given out per line item?

(A) The bidders need to bid on all line items on the bid request in order to be considered for award.

3. (Q) We have order minimums from our suppliers on a couple of quotes we received. Can we request the city meets those order minimums when orders are placed?

(A) We will not consider minimum orders requirements. We will determine the quantities per order based on the needs of the department and our ability to store the amount of cable ordered.

4. (Q) Do you have any historical data on how much Traffic Signal cable the City of Austin uses in a quarter's time?

(A) No we don't track cable use specifically and the use varies based on the number of traffic signal projects being worked on at any given time.

5. (Q) Would you tell me if this bid has a local city preference, or if the preference is for all Texas vendors?

(A) 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 the solicitation.

The City of Austin may award a contract to a bidder other than the lowest responsible bidder if the City receives a competitive sealed bid from a bidder whose principal place of business is in the Austin Corporate City Limits and whose bid is within three percent (3%) of the lowest bid amount.

When evaluating the Local Business Presence of an Offeror/Bidder, the Buyer cannot accept Post Office Boxes as a physical address.

6. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:



Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

		
SUPPLIER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



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

**FROM:** Nona Adam, Buyer II  
**DATE:** 11/15/13

**SUBJECT:** Request for Determination of Goals for Solicitation No. NKA0001  
Project Name: Traffic Signal Cables  
Commodity  
Code(s): 28030 & 72523  
Estimated Value: \$ 200,000 Year 1

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

No Goal approval was issued in June 2013 for solicitation SWA0000. This is a re-bid of that contract due to the vendor withdrawing their bid.

The Departmental Point of Contact is Guadalupe Alvarado at Phone 512-974-4095.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4013.

       **Approved w/ Goals**

  X   **Approved, w/out Goals**

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

a. Goals:        % MBE        % WBE

b. Subgoals        % African American        % Hispanic

       % Native/Asian American        % WBE

This determination is based on the following reasons:

limited scopes - 1  
work was identified for this commodity  
purchase -

Veronica Lara, Director

Date: 11-20-13

cc: Lorena Resendiz



# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** NKA0001

**COMMODITY/SERVICE DESCRIPTION:** Traffic Signal Cables

**DATE ISSUED:** December 2, 2013

**REQUISITION NO:** RQM 2400 13110500060

**BID DUE PRIOR TO:** December 18, 2013, 2:00 PM, Local Time

**COMMODITY CODE:** 28030 & 72523

**BID OPENING TIME AND DATE:** December 18, 2013, 2:15 PM, Local Time

**For contractual questions contact:**

**Georgia Billela**

**Buyer II**

**Phone: 512-974-2939**

**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](https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR)**

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

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

**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

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

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

**Phone No. (     )     -     \_\_\_\_\_**

**Fax No. (     )     -     \_\_\_\_\_**

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

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SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATIONS	4
0600	BID SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
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](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
- Sections 0800 - 0835          Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan

**\*\* 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 180 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#STANDARDBIDDDOCUMENTS\*\*](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS)

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](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office within 5 business days of bid closing via email to [georgia.billela@austintexas.gov](mailto:georgia.billela@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 WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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

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

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

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 6 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

5. **DELIVERY REQUIREMENTS:**

Location:

Days: M – F, 8:30 AM – 2:00 PM

7211 IH35 North

Austin, TX 78752

Attn: Traffic Signal Supervisor

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

- A. Delivery is to be made within 35 business days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Transportation Dept.
Attn:	Traffic Signals & Control AP
Address	1501 Toomey Rd.
City, State Zip Code	Austin, TX 78704-1031

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

7. **SAMPLES – EXACT REPLICA:**

- A. The Offeror shall submit an exact replica of the goods to be provided per the specification. This sample shall be provided within 30 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Transportation Department
Address	1501 Toomey Rd.
City, State Zip Code	Austin, TX 78704
Attn:	Traffic Signal Supervisor

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

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

- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

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

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

**9. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 6 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

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

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

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU33592-33592-	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Communication & energy wire & cable mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

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

11. **BUY AMERICAN ACT – SUPPLIES:** (applicable to certain Contracts with Federal funding).



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

- A. In accordance with applicable Federal Regulations, the City is restricted from purchasing supplies that are not domestic end products, for use within the United States. Offerors shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Buy American Act Certificate. (See Section 0300, paragraph 55 for additional guidelines).
- B. Offerors shall sign and return with their Offer, the **Buy American Act Certificate** included in the Solicitation.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Guadalupe Alvarado

---

512-974-4095

---

[guadalupe.alvarado@austintexas.gov](mailto:guadalupe.alvarado@austintexas.gov)

---

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

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

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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

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

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**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:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

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

SOLICITATION NUMBER: NKA0001

PROJECT NAME: Traffic Signal Cables

**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.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

<b>SOLICITATION NUMBER:</b>	NKA0001
<b>PROJECT NAME:</b>	Traffic Signal Cables

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

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

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

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

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

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

Provide a list of all proposed subcontractors/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.**

<b>Sub-Contractor/Consultant</b>			
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			

<b>Sub-Contractor/Consultant</b>			
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** \_\_\_\_\_

**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.

=====>

**Add Reference**

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

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

**SOLICITATION NO** **NKA0001**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

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

**SOLICITATION NO.** NKA0001

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:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. NKA0001  
FOR

Traffic Signal Cables

**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/departments/conflict-interest-questionnaire>

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

If the Offeror cannot affirmatively swear and subscribe to the foregoing 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:

--

- 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:	<table border="1"><tr><td style="height: 25px;"></td></tr></table>	
Printed Name:	<table border="1"><tr><td style="height: 25px;"></td></tr></table>	
Title:	<table border="1"><tr><td style="height: 25px;"></td></tr></table>	

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. NKA0001**

- 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:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

# City of Austin Specifications for Traffic Signal Cable

## 1.0 PURPOSE

This specification establishes the minimum requirements for various sized traffic signal cables, loop lead-in cable, and CAT 5E cable. Cable details are listed below in section 2.0. The award will be made to the lowest responsive, responsible bidder with delivery time being considered in determining the final award.

## 2.0 MATERIAL REQUURIMENTS

This specification establishes the minimum requirements for the cables listed below set by the individual product specification. All cable being bid shall be UV rated for outdoor installation. In order to be considered responsive, each bidder shall submit a manufacture product data sheet for each item being bid depicting design dimensions, specifications, UV cable rating, and installation process of the product with their bid. Each type of listed cable shall be on reels with a 3 inch hole for the City's reel support tube. Quantities listed below are projected annual quantities.

75,000	Ft.	Traffic Signal Cable with rip cord, <b>Twenty (20) conductor</b> , Stranded copper, 14 gauge, IMSA Spec 20-1, 1997, IMSA color code, <b>2,500 ft.</b> on 32" Outside Width X 36" Diameter Reels. -/+ = 0, all orders shall be exact footage only.
25,000	Ft.	Traffic Signal Cable with rip cord, <b>Seven (7) conductor</b> , Stranded copper, 14 gauge, IMSA Spec 20-1, 1997, IMSA color code, <b>2,500 ft.</b> on 21" Outside Width X 30" Diameter Reels. -/+ = 0, all orders shall be exact footage only.
150,000	Ft.	Traffic Signal Cable with rip cord, <b>Five (5) conductor</b> , Stranded copper, 14 gauge, IMSA Spec 20-1, 1997, IMSA color code, <b>2,500 ft.</b> on 17" Outside Width X 30" Diameter Reels. -/+ = 0, all orders shall be exact footage only.
48,000	Ft.	Loop Detector Lead-In Cable with rip cord, <b>Single (1) twisted pair</b> with drain, 600V, 16 gauge Stranded copper, IMSA Spec. 50-2-1997, IMSA Color code (pair is Black/White), <b>4,000 ft.</b> on 17" Outside Width X 30" Diameter Reels, +/- = 0, all orders shall be exact footage only.
36,000	Ft.	Loop Detector Lead-In Cable with rip cord, <b>Double (2) twisted pair</b> with drain, 600V, 16 gauge Stranded copper, IMSA Spec. 50-2-1997, IMSA Color code (pairs are Black/White and Red/Black), <b>4,000 ft.</b> on 17" Outside Width X 30" Diameter reels, +/- = 0, all orders shall be exact footage only.
36,000	Ft.	Loop Detector Lead-In Cable with rip cord, <b>Four (4) twisted pair</b> with drain, 600V, 16 gauge Stranded copper, IMSA Spec. 50-2-1997, IMSA Color code (each pair as follows: Black/White, Brown/Red, Blue/Green, Orange/Yellow), <b>2,000 ft.</b> on 17" Outside Width X 30" Diameter reels, +/- = 0, all orders shall be exact footage only.
100,000	Ft.	<b>CAT 5E</b> , 350MHZ, Outdoor Rated, Direct Bury, cable, Black UV Resistant PVC jacket with rip cord. ETL type CMX for outdoor network installation. 24 AWG Solid Pure Copper Conductors. <b>4,000 ft.</b> on 17" Outside Width X 30" Diameter reels, +/- = 0, all orders shall be exact footage only.

Materials shall be bid on the basis of FOB Destination, inside delivery, freight prepaid.

### **3.0 DELIVERY REQUIREMENTS**

- 3.1 Purchase Orders submitted off this contract shall be delivered no more than **35** working days after receipt of order. **Failure to meet this delivery requirement may be cause for terminating this contract.**
- 3.2 Deliveries shall be made to 7211 IH35 North, Austin, Texas
- 3.3 Deliveries will be made between 8:30 am and 2:00 pm Monday thru Friday. No deliveries will be accepted outside of these hours or on weekends and holidays. The shipping company shall notify the Traffic Signal Supervisor at 512-974-4095 twenty four (24) hours in advance of any delivery.
- 3.4 Deliveries shall be made on **open top flatbed trailers** for easy access with our forklift.

### **4.0 SAMPLES**

Samples of products being bid may be required prior to award. All samples shall become property of the City of Austin at no cost to the city. Samples submitted shall not be considered part of any future orders. If requested, samples shall be delivered to the Traffic Signal Supervisor at 1501 Toomey Rd., Austin, TX. 78704.

### **5.0 WARRANTY**

All items shall be warranted for a period of 12 months from the accepted delivery date. Any item that fails during the warranty period shall be replaced by the vendor within 10 working days after notice, at no cost to the City, including shipping.

**BID SHEET**  
**CITY OF AUSTIN**  
**SOLICITATION NAME: Traffic Signal Cables**

**BID NO.** NKA0001  
**RX NO.** 2400 013110500060  
**ISSUE DATE:** Monday, December 02, 2013  
**CLOSING DATE & TIME:** December 18, 2013, 2:00 PM, Local Time  
**BUYER** Georgia Billela

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

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
1	Traffic Signal Cable w/ Rip Cord, 20 Conductor, Stranded Copper, 14 gauge	75,000	FT		
2	Traffic Signal Cable w/ Rip Cord, 7 Conductor, Stranded Copper, 14 gauge	25,000	FT		
3	Traffic Signal Cable w/ Rip Cord, 5 Conductor 600V, #14 Stranded Copper	150,000	FT		
4	Loop Detector Lead-in Cable w/ Rip Cord, Single (1) Twisted Pair w/ Drain, 600V 16 gauge Stranded Copper	48,000	FT		
5	Loop Detector Lead-in Cable w/ Rip Cord, Four (4) Twisted Pair w/ Drain, 600V 16 gauge Stranded Copper	36,000	FT		
6	Loop Detector Lead-in Cable w/ Rip Cord, Double (2) Twisted Pair w/ Drain, 600V, 16 gauge Stranded Copper	36,000	FT		
7	CAT 5E, 350MHZ, Outdoor Rated, Direct Bury, Cable, Black UV Resistant PVC Jacket w/ Rip Cord	100,000	FT		
<b>TOTAL PRICE</b>					

OFFERORS BEST DELIVERY IS \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER

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

DELIVERY METHOD: \_\_\_\_\_

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

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



**BID SHEET**  
**CITY OF AUSTIN**  
**SOLICITATION NAME: Traffic Signal Cables**

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

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



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **NKA0001** ADDENDUM NO. **1** DATE OF ADDENDUM: **December 13, 2013**

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

**I. Questions:**

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid. The following questions were posed by one or more Vendors in writing. Each question (Q) is followed by its answer (A).

1. (Q) Is there a particular manufacturer of the traffic signal cable that the city has already approved and been using? Can you provide that information? Some of our top suppliers are not able to match the specs provided so I'm curious to know what cable the city has spec'd in.

(A) The IMSA specified cable as shown on the specification is what we have purchased from several vendors in the past several years. The manufacture is not relevant since several manufactures make the IMSA specified signal cable

2. (Q) Do we have to bid on all seven line items to be considered for an award or will awards be given out per line item?

(A) The bidders need to bid on all line items on the bid request in order to be considered for award.

3. (Q) We have order minimums from our suppliers on a couple of quotes we received. Can we request the city meet those order minimums when orders are placed?

(A) We will not consider minimum order requirements. We will determine the quantities per order based on the needs of the department and our ability to store the amount of cable ordered.

4. (Q) Do you have any historical data on how much Traffic Signal cable the City of Austin uses in a quarter's time?

(A) No we don't track cable use specifically and the use varies based on the number of traffic signal projects being worked on at any given time.

5. (Q) Would you tell me if this bid has a local city preference, or if the preference is for all Texas vendors?


(A) 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 the solicitation.

The City of Austin may award a contract to a bidder other than the lowest responsible bidder if the City receives a competitive sealed bid from a bidder whose principal place of business is in the Austin Corporate City Limits and whose bid is within three percent (3%) of the lowest bid amount.

When evaluating the Local Business Presence of an Offeror/Bidder, the Buyer cannot accept Post Office Boxes as a physical address.

6. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

**APPROVED BY:**   
Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

**ACKNOWLEDGED BY:**

_____	_____	_____
SUPPLIER	AUTHORIZED SIGNATURE	DATE

**RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.**



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **NKA0001** ADDENDUM NO. **2** DATE OF ADDENDUM: **December 18, 2013**

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

**Clarifications:**

1. The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on January 7, 2014. Bids will be accepted until 2:00 PM on January 7, 2014.
2. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

Georgia L. Billela, Buyer II  
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

\_\_\_\_\_  
SUPPLIER                      AUTHORIZED SIGNATURE                      DATE  
RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN,  
WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS  
FOR REJECTION OF YOUR OFFER.