



Amendment No. 2  
To  
Contract No. GA150000087  
For  
2070-4A Power Supply  
Between  
Iteris, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 5, 2019 through May 4, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$71,420.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/05/2015 – 05/04/2018	\$214,260.00	\$214,260.00
Amendment No. 1: Option 1 – Extension 05/05/2018 – 05/04/2019	\$71,420.00	\$285,680.00
Amendment No. 2: Option 2 – Extension 05/05/2019 – 05/04/2020	\$71,420.00	\$357,100.00

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

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

Sign/Date: Todd Kroter - 2-28-19

Printed Name: Todd Kroter  
Authorized Representative

Iteris, Inc.  
1700 Carnegie Avenue, Suite 100  
Santa Ana, California 92705-5551  
(949) 270-9615  
[bmvr@iteris.com](mailto:bmvr@iteris.com)

Sign/Date: M. Durea - 3-1-19

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



Amendment No. 1  
to  
Contract No. GA150000067  
for  
2070-4A Power Supply  
between  
Iteris Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 5, 2018 to May 4, 2019. Two options remain.
- 2.0 The total Contract amount is increased by \$71,420.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/05/2015 – 05/04/2018	\$214,260.00	\$214,260.00
Amendment No. 1: Option 1 05/05/2018 – 05/04/2019	\$71,420.00	\$285,680.00

- 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: [Signature] 4/10/18  
Printed Name: John Drake  
Authorized Representative

Signature & Date: [Signature] 4/26/18  
Danielle Lord, Procurement Manager  
City of Austin  
Purchasing Office

Iteris Inc.  
1700 Carnegie Ave. Ste. 100  
Santa Ana, CA 92705-5551  
949-270-9615



## City of Austin

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 5, 2015

Iteris Inc.  
John Drake  
1700 Bryant Drive #104  
Round Rock, TX 78664  
[jgd@iteris.com](mailto:jgd@iteris.com)

Dear Mr. John Drake:

The Austin City Council approved the execution of a contract with your company for 2070-4A Power Supply in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation Department
Department Contact Person:	Peggy Ybanez
Department Contact Email Address:	<a href="mailto:Peggy.ybanez@austintexas.gov">Peggy.ybanez@austintexas.gov</a>
Department Contact Telephone:	512-974-7238
Project Name:	2070-4A Power Supply
Contractor Name:	Iteris Inc.
Contract Number:	MA 2400 GA150000067
Contract Period:	5/5/15 – 5/4/2018
Dollar Amount	\$214,260.00
Extension Options:	3 x 12 month options (\$71,420 per option)
Requisition Number:	RQM 2400 14123000110
Solicitation Type & Number:	IFB GLB0020
Agenda Item Number:	21
Council Approval Date:	4/23/15

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

Sincerely,

Georgia L. Billela  
Buyer II  
City of Austin  
Purchasing Office

cc: Peggy Ybanez  
Lupe Alvarado

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
ITERIS INC. (“Contractor”)  
for  
2070-4A POWER SUPPLY  
MA 2400 GA150000067**

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 Iteris Inc. having offices at Round Rock, TX 78664 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 GLB0020.

**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), GLB0020 including all documents incorporated by reference
- 1.1.3 Iteris Inc. Offer, dated 2/24/15

**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

**1.3 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.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$214,260.00 for the initial Contract term and \$71,420 for each extension option as indicated in the Bid Sheet, IFB Section 0600 Not-to-Exceed total amount of \$428,520.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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



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

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

**Iteris Inc.**

John Doran  
Printed Name of Authorized Person  
John Doran  
Signature  
Estimator  
Title:  
5/5/15  
Date:

**CITY OF AUSTIN**

Georgia Billela  
Printed Name of Authorized Person  
G Billela  
Signature  
Buyer II  
Title:  
5/5/15  
Date:

**CITY OF AUSTIN**

Larry N. Hanks  
Printed Name of Authorized Person  
Larry N. Hanks  
Signature  
Buyer Specialist  
Title:  
5/5/15  
Date:



## **CITY OF AUSTIN, TEXAS**

### **Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET**

**SOLICITATION NO:** GLB0020

**DATE ISSUED:** JANUARY 26, 2015

**REQUISITION NO.:** 2400 14123000110

**COMMODITY CODE:** 5508130

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

**GEORGIA BILLELA**

**Buyer II**

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

**E-Mail:** [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** TYPE 2070 – 4A POWER  
SUPPLY MODULE

**BID DUE PRIOR TO:** WEDNESDAY FEBRUARY 25, 2015 @ 2:00  
P.M.

**BID OPENING TIME AND DATE:** FEBRUARY 25, 2015 @ 2:15 P.M.

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

#### **LIVE BID OPENING ONLINE:**

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

<http://www.austintexas.gov/departments/bid-opening-webinars>

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

<b>P.O. Address for US Mail</b>	<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
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

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response  
Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation  
Instructions for more details.**

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

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

#### **SUBMIT 1 ORIGINAL AND 1 FLASH/THUMB DRIVE OR CD ELECTRONIC COPY OF YOUR RESPONSE**

**The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required  
signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's  
electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-  
responsive offer.**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Iteris Inc  
Company Address: 1700 Bryant Drive #104  
City, State, Zip: Round Rock, TX 78664  
Federal Tax ID No. [REDACTED]  
Printed Name of Officer or Authorized Representative: John Drake  
Title: Estimator  
Signature of Officer or Authorized Representative: John Drake  
Date: 2/24/15  
Email Address: jdrake@iteris.com  
Phone Number: 512-592-9567

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

AD

RECEIVED

2015 FEB 25 AM 9 33

PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TYPE 2070-4A POWER SUPPLY MODULE**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov) no later than close of business five business days before the bid due date.

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.



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TYPE 2070-4A POWER SUPPLY MODULE**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**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 stated on; planned method of shipment.**

**3. TERM OF CONTRACT:**

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

**THIS IS A 36 MONTH CONTRACT**

**FIRM FIXED PRICES FOR THE FIRST 12 MONTHS**

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

5. **DELIVERY REQUIREMENTS:**

Location:

Traffic Signals & Control

1501 Toomey Road

Austin, Texas 78704-1031

Days:

Monday thru Friday 8:30 AM and before 2:00 PM

- A. The Traffic Signal Supervisor shall be notified at 512-974-4095 twenty four (24) hours in advance of any delivery. Deliveries shall be made after 8:30 am and before 2.00 pm Monday thru Friday. No deliveries will be accepted outside of those hours or weekends and holidays. The manufacture/Contractor shall ensure the delivery company provides their own pallet jack in order for their driver to move the pallets to rear of the truck for fork lift access by the City.
- B. Delivery is to be made within 45 working 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.
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- E. 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
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

- 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.

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**7. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**9. HAZARDOUS MATERIALS:**

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

**10. 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.

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- 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 certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**11. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

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TYPE 2070-4A POWER SUPPLY MODULE**

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU33599-33599	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: All other electrical equipment & component 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, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **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.

13. **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:

Chris Saunders

Email: [Christopher.saunders@austintexas.gov](mailto:Christopher.saunders@austintexas.gov)

Phone: 512-974-7050

\*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.



**Section 0605: Local Business Presence Identification**

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

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

**OFFEROR:**

Name of Local Firm	Iteris, Inc.					
Physical Address	1700 Bryant Dr, #104, Round Rock, TX 78664					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	Yes			<input checked="" type="radio"/> No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> 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

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Iferis, Inc

1. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Round Rock, City of  
Bobby Mercer, Supervisor  
2015 Lamar Dr  
Round Rock, TX 78664  
(512) 341-3309 Fax Number (\_\_\_\_)  
bmercerc@roundrocktexas.gov

2. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Killeen, City of  
Billy Stottler, Super-Inspector  
2003 Little Nolan Rd  
Killeen, TX 76542  
(254) 616-3157 Fax Number (\_\_\_\_)  
bstottler@killeentexas.gov

3. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Cedar Park, City of  
Cody Fox, Foreman  
2401 Brushy Creek Loop  
Cedar Park, TX 78613  
(512) 917-2787 Fax Number (\_\_\_\_)  
cody.fox@cedarparktexas.gov

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

Company Name Iteris Inc

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

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

Answer: Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**BID SHEET  
CITY OF AUSTIN  
TYPE 2070-4A POWER SUPPLY MODULE  
INVITATION FOR BID (IFB) GLB0020**

**Bid Issued Date:** 1/26/15

**Buyer:** Georgia Billela

**Copies of Bid:** Bidder to submit Two copies of its signed bid - one original and 1 Thumb/Flash Drive or CD Electronic copy.

**Special Instructions:** Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Intelight 2070-4A, Power Supply Module or Buyer approved equal (per Section 0500 specification)	200	EACH	315.00	63,000.00
<b>TOTAL</b>					63,000.00

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

<input checked="" type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input checked="" type="checkbox"/>	Copy of Bidder's return policy and credit memo procedures
<input checked="" type="checkbox"/>	Manufacturer product data sheet.
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

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

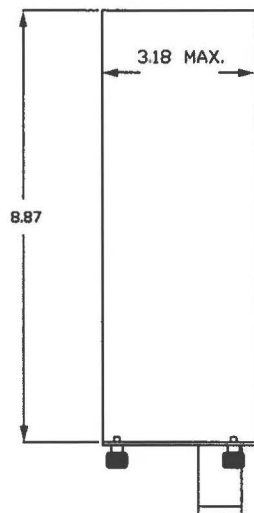
**DELIVERY METHOD:** \_\_\_\_\_ PARCEL OR FREIGHT \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ ITERIS, INC \_\_\_\_\_

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

**PRINTED NAME:** \_\_\_\_\_ JOHN DRAKE \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_ JGD@ITERIS.COM \_\_\_\_\_



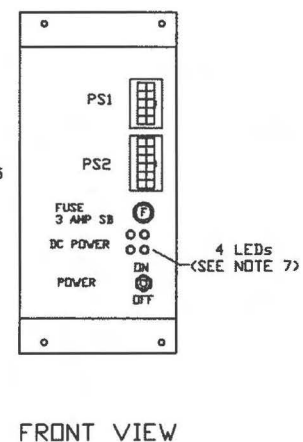
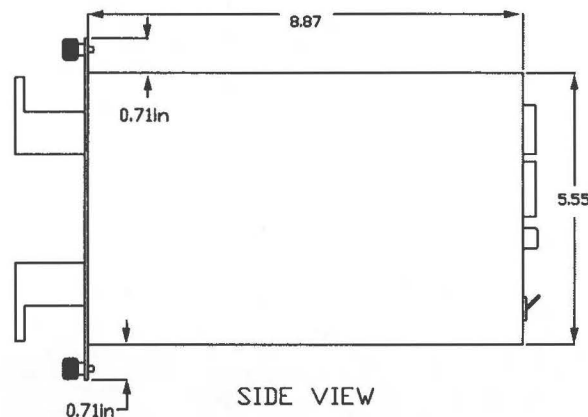
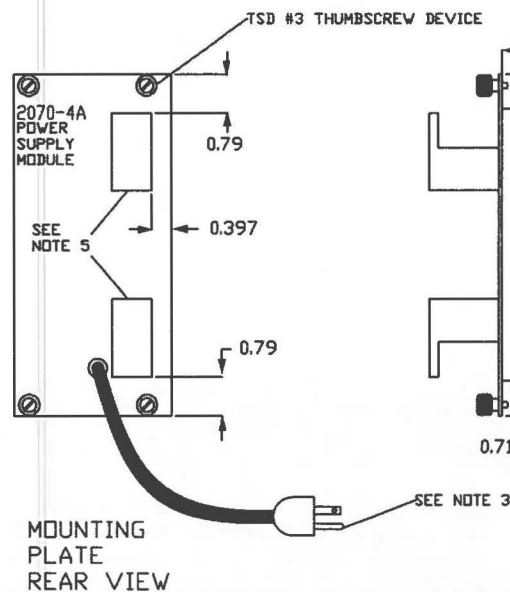
TOP VIEW

PS1 CONNECTOR PINOUT	
PIN	FUNCTION
1	+5 VDC
2	+12 VDC SER
3	-12 VDC SER
4	DCG #1 (+5 VDC & 12 SER)
5	+5 VDC Standby
6	+5 VDC SENSE
7	DCG #1 SENSE
8	AC FAIL
9	SYSRESET
10	NA

PS2 CONNECTOR PINOUT	
PIN	FUNCTION
1	+5 VDC
2	+12 VDC SER
3	-12 VDC SER
4	DCG #1 (+5 VDC & 12 SER)
5	+5 VDC Standby
6	ISO +12 VDC
7	DCG #2 (ISO +12 VDC ONLY)
8	POWERDOWN
9	POWERUP
10	EG (EQUIPMENT GROUND)
11	LINESYNC
12	NA

NOTES: (FOR THIS DETAIL)

1. Power switch shall be mounted vertically. Power On shall be in the up position.
2. Fuse shall be a replaceable 3AG Slow Blow type resident in a fuse holder. Fuse label shall indicate rating.
3. Three conductor #16 power cable, 40 inch minimum length and permanently attached to the Module with strain relief. The end plug connector shall be a three blade NEMA 5-15P grounding plug type.
4. PS1 and PSS2 Receptacle Connectors shall be AMP Mini-Universal Double row MATE-N-LOK 2 CAP Connectors with locking latch devices (OR EQUAL). PS1 connector shall be a 10 position PLUG connector. PS2 connector shall be a 12 position PLUG connector.
5. Buckeye Cord-Wrap PP-40055 device with PP-40058 Extension (OR EQUAL).
6. Mounting Plate shall conform to the 4X Wide Module dimensions.
7. A LED indicator shall be provided for each DC power source (+5, ISO +12, +12 SER, -12 SER).
8. Power Supply shall be marked as 2070-4A.
9. All dimensions shown are in inches.



TITLE:

MODEL 2070-4  
POWER SUPPLY MODULE

NO SCALE

TEES 2009

A9-13