



Amendment No. 5
To
Contract No. NA150000094
For
Maintenance and Repair of Hardware in Re-Irrigation Ponds
Between
Central Texas Water Maintenance, LLC
dba (CTWM)
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 24, 2020 through June 23, 2021. No option will remain.
- 2.0 The total contract amount is increased by \$242,162.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/24/2015 – 06/23/2018	\$726,486.00	\$726,486.00
Amendment No. 1: Option 1 – Extension 06/24/2018 – 06/23/2019 Price increase of 4.3% 06/24/2018	\$242,162.00	\$968,648.00
Amendment No. 2: Option 2 – Extension 06/24/2019 – 06/23/2020	\$242,162.00	\$1,210,810.00
Amendment No. 3: Administrative Increase Add Building Services Department Attachment E – List of Re-Irrigation Ponds 02/04/2020	\$61,000.00	\$1,271,810.00
Amendment No. 4: Adding Public Works Department Attachment F – Public Works Department List of Re-Irrigation Ponds 06/15/2020	\$0.00	\$1,271,810.00
Amendment No. 5: Option 3 – Extension 06/24/2020 – 06/23/2021	\$242,162.00	\$1,513,972.00

- 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: Ben E. Gray, Jr. 06/18/20

Printed Name: Ben E. Gray, Jr.
Authorized Representative

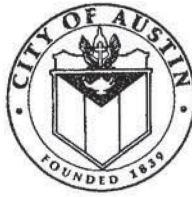
Matthew Duree
Sign/Date: Duree

Matthew Duree
Procurement Manager

Digitally signed by
Matthew Duree
Date: 2020.06.19
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Central Texas Water Maintenance, LLC
dba (CTWM)
P.O. Box 636
Buda, Texas 78610-0636
(512) 940-4804

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



Amendment No. 4
To
Contract No. NA150000094
For
Maintenance and Repair of Hardware in Re-Irrigation Ponds
Between
Central Texas Water Maintenance, LLC
dba (CTWM)
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Public Works Department as an authorized department and add service locations included in Attachment F – Public Works Department List of Re-Irrigation Ponds.
- 1.1 The Contract Manager for the Public Works Department is: Brenda L. Jimenez, Email: Brenda.jimenez@austintexas.gov, Phone: 512-974-7955
- 1.2 Invoices for the Public Works Department shall be submitted to: PWDPurchasing@austintexas.gov
- 2.0 The Contract amount remains unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/24/2015 – 06/23/2018	\$726,486.00	\$726,486.00
Amendment No. 1: Option 1 – Extension 06/24/2018 – 06/23/2019 Price increase of 4.3% 06/24/2018	\$242,162.00	\$968,648.00
Amendment No. 2: Option 2 – Extension 06/24/2019 – 06/23/2020	\$242,162.00	\$1,210,810.00
Amendment No. 3: Administrative Increase Add Building Services Department Attachment E – List of Re-Irrigation Ponds	\$61,000.00	\$1,271,810.00
Amendment No. 4: Adding Public Works Department Attachment F – Public Works Department List of Re-Irrigation Ponds	\$0.00	\$1,271,810.00

- 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: Ben E. Gray, Jr. 06/09/2020

Printed Name: Ben E. Gray, Jr.
Authorized Representative

Central Texas Water Maintenance, LLC
dba (CTWM)
P.O. Box 636
Buda, Texas 78610-0636
(512) 940-4804

Matthew Duree
Sign/Date: Duree

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

Digitally signed by
Matthew Duree
Date: 2020.06.15
08:59:02 -05'00'

Ben
06-09-20

**ATTACHMENT F
PUBLIC WORKS DEPARTMENT
LIST OF RE-IRRIGATION PONDS**

Location	Address	Side
Todd Ln	4300 S Pleasant Valley Rd-3700 Todd Ln	Both
3rd St	108-116 E 3rd & 300-310 E 3rd	Both
3rd St	521 W 4th St - 406 W 3rd	North only
Colorado St	104 W 2nd St-109 W 3rd St	Both
2nd St	201-209 E 2nd St and 302-322 E 2nd St	Both
Brazos	200 E Cesar Chavez-201 E 11th	Both
Cesar Chavez	Unknown, No as-builts given	South only
Rio Grande	624 W 24th St-2835 Rio Grande St	Both

BE6R
06-09-20



Amendment No. 3
To
Contract No. NA150000094
For
Maintenance and Repair of Hardware in Re-Irrigation Ponds
Between
Central Texas Water Maintenance, LLC
dba (CTWM)
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Building Services Department as an authorized department and add service locations included in Attachment E – List of Re-Irrigation Ponds.
- 2.0 The City hereby amends the above referenced contract to increase authorization by \$61,000. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/24/2015 – 06/23/2018	\$726,486.00	\$726,486.00
Amendment No. 1: Option 1 – Extension 06/24/2018 – 06/23/2019 Price increase of 4.3% 06/24/2018	\$242,162.00	\$968,648.00
Amendment No. 2: Option 2 – Extension 06/24/2019 – 06/23/2020	\$242,162.00	\$1,210,810.00
Amendment No. 3: Administrative Increase Add Building Services Department Attachment E – List of Re-Irrigation Ponds	\$61,000.00	\$1,271,810.00

- 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: BEN E. GRAY, JR. 02/03/2020

Printed Name: BEN E. GRAY, JR. 02/03/2020
Authorized Representative

Central Texas Water Maintenance, LLC
dba (CTWM)
P.O. Box 636
Buda, Texas 78610-0636
(512) 940-4804

Sign/Date: [Signature] 2-4-20

Matthew Duree
Procurement Manager

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

EXHIBIT E
MA 6300 NA150000094

List of Re-Irrigation Ponds

BUILDING SERVICES DEPARTMENT LOCATIONS
Sites Contact: Julie Strickland, Facilities Services Specialist Julie.Strickland@austintexas.gov (512) 974-3980
EMS 11 - FS27: 5401 McCarty LN - Water Controlled Pond with filtration system
EMS 33: 4514 James Wheat - Vegetation Pond
EMS 34 - FS45: 9421 Spectrum - Retention Pond
Public Safety Training Center (PSTC) Campus: 4200 Shaw Ln 78744 - Three Separate Ponds
Health and Human Services - Austin Animal Center Betty Dunkerley Campus: 7201 Levander Loop 78702 - 7 Separate Ponds
RLC - Rutherford Lane Center Campus: 1520 Rutherford Ln 78754 - 2 Separate Ponds

Pond site examples to follow:







9421 Spectrum Drive



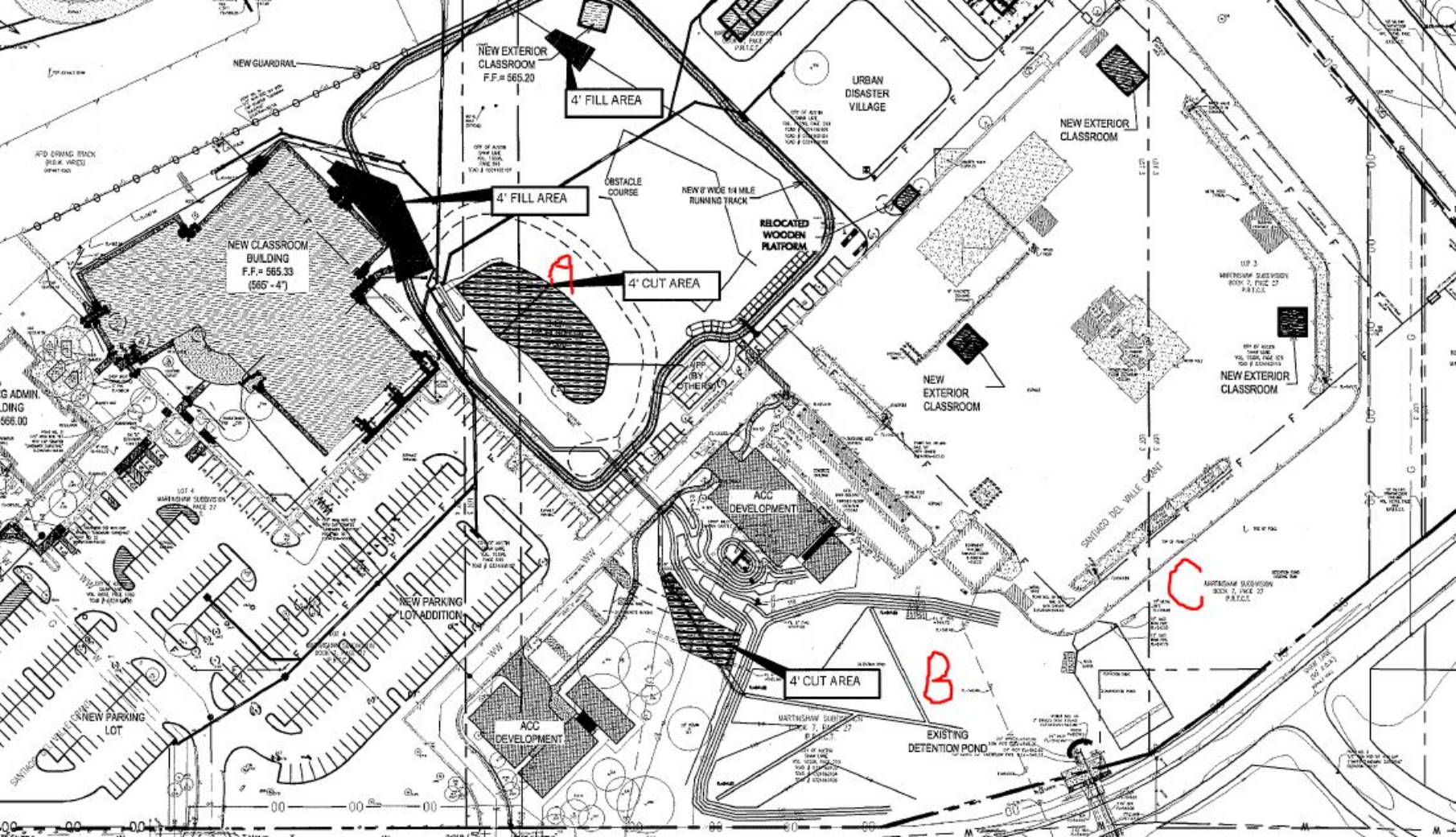














Amendment No. 2
To
Contract No. NA150000094
For
Maintenance and Repair of Hardware in Re-Irrigation Ponds
Between
Central Texas Water Maintenance, LLC
dba (CTWM)
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 24, 2019 through June 23, 2020. One option remains.
- 2.0 The total contract amount is increased by \$242,162.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/24/2015 – 06/23/2018	\$726,486.00	\$726,486.00
Amendment No. 1: Option 1 – Extension 06/24/2018 – 06/23/2019 Price increase of 4.3% 06/24/2018	\$242,162.00	\$968,648.00
Amendment No. 2: Option 2 – Extension 06/24/2019 – 06/23/2020	\$242,162.00	\$1,210,810.00

- 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: Elle 5.15.19

Printed Name: Erin Gray
Authorized Representative

Central Texas Water Maintenance, LLC
dba (CTWM)
P.O. Box 636
Buda, Texas 78610-0636
(512) 940-4804

Sign/Date: Matthew Duree 6-5-19

Matthew Duree
Procurement Manager

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



Amendment No. 1
of
Contract No. NA150000094
for
Maintenance and Repair of Hardware in Re-Irrigation Ponds
between
Central Texas Water Maintenance LLC., dba (CTWM)
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 24, 2018, to June 23, 2019. Two options remain.
- 2.0 The request submitted by Central Texas Water Maintenance LLC., (CTWM) is acceptable, the increase includes a 4.3% increase,

Item No.	Description	Unit of measure	Old Unit Price	New Unit Price
1.1	Scheduled maintenance visit: inspect motor, pump, control panel (including thermal-imaging), and irrigation equipment. 4 visits at 33 Ponds	Each	\$485.00	\$505.00
1.2	Addition work for post-rain event visits: test functionality of irrigation system and test pump/motors systems & wet well controller 2 visits at 33 ponds	Each	\$722.50	\$755.00
1.5	Labor rate to perform repair	Hour	\$139.00	145.00

- 3.0 The total contract amount is increased by \$242,162.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 6/24/15 – 6/23/18	\$726,486.00	\$726,486.00
Amendment No. 1: Option 1 6/24/18 – 6/23/19	\$242,162.00	\$968,648.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its 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.
- 6.0 All other terms and conditions remain the same.

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

Signature and Date:

Printed Name: Erin Gray
Authorized Representative

Central Texas Water Maintenance LLC., dba (CTWM)
PO Box 636
Buda, Texas 78610-0636

Signature and Date:

Matthew Duree
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

June 24, 2015

Central Texas Water Maintenance LLC

Ben E. Gray Jr.

President

P.O. Box 636

Buda, TX 78610-0636

Bengray7@gmail.com

Dear Mr. Gray:

The Austin City Council approved the execution of a contract with your company for Maintenance and Hardware for re-irrigation Ponds in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	Donna-lee.bliss@austintexas.gov
Department Contact Telephone:	512-974-2939
Project Name:	Maintenance and Hardware for re-irrigation Ponds
Contractor Name:	Central Texas Water Maintenance LLC
Contract Number:	MA 6300 NA150000094
Contract Period:	6/24/15 – 6/23/18
Dollar Amount	\$726,486
Extension Options:	3 x 12 Months (\$242,162 per option)
Requisition Number:	RQM 6300 15020300176
Solicitation Type & Number:	IFB-BV GLB0103
Agenda Item Number:	54
Council Approval Date:	6/18/15

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: Donna Lee Bliss

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
CENTRAL TEXAS WATER MAINTENANCE LLC (“Contractor”)
for
MAINTENANCE AND REPAIR OF HARDWARE IN RE-IRRIGATION PONDS
MA 6300 NA150000094**

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 Central Texas Water Maintenance LLC having offices at Buda, Texas and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB-BV GLB0103.

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 – Best Value (IFB-BV), GLB0103 including all documents incorporated by reference
- 1.1.3 Central Texas Water Maintenance LLC Offer, dated March 31, 2015.

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 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 \$726,486 for the initial Contract term and \$242,162 for each extension option as indicated in the Bid Sheet, IFB Section 0600 for total Not-To-Exceed \$1,452,972. 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.

Central Texas Water Maintenance LLC

BEN E. GRAY, JR.

Printed Name of Authorized Person

Ben E. Gray, Jr.

Signature

President

Title:

06-19-15

Date:

CITY OF AUSTIN

Georgia Billela

Printed Name of Authorized Person

GBillela

Signature

Buyer II

Title:

6/24/15

Date:

CITY OF AUSTIN

Terry Nicholson

Printed Name of Authorized Person

[Signature]

Signature

Sr. Buyer Spec.

Title:

6/24/15

Date:



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

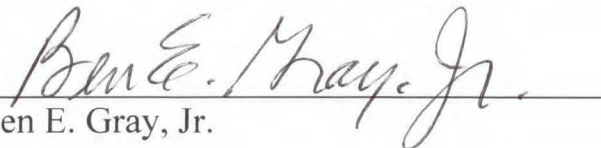
April 1, 2015

**Cover Sheet for
City of Austin Solicitation No: IFB-BV GLB0103
Reference No: 6300 15020300176**

Offer Sheet for Solicitation No: IFB-BV GLB0103 with
Addendum #1 Signed and accepted by Bidder
Addendum #2 Signed and accepted by Bidder

Bid Sheet, Section 0600

Section 4.0 Evaluation Criteria for Equipment: Attachment "C"
Section 5.0 Evaluation Criteria for Company: 5.1 Employee Roster
Section 5.2 Proof of current Certifications Mstr Electrician/ Tx Irrigator
Section 5.3 Proof of Staff experience with ARC/GIS
Section 5.5 Company Experience References
Bidder's Statement of Warranty Policy
Section 0605: Local Business Presence Identification
Section 0835: Non-Resident Bidders Provisions


Ben E. Gray, Jr.

BEG



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)
OFFER SHEET

SOLICITATION NO: GLB0103

DATE ISSUED: March 9, 2015

COMMODITY/SERVICE DESCRIPTION: Maintenance and Repair for Hardware in Ponds

REQUISITION NO.: 15020300176

COMMODITY CODE: 93663

PRE-BID CONFERENCE TIME AND DATE: March 18, 2015 @ 10:00 AM

LOCATION: 124 W. 8th Street, 3rd floor Main Conference room, Austin, Texas 78701

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

BID DUE PRIOR TO: April 1, 2015 @ 2:00 P.M.

BID OPENING TIME AND DATE: April 1, 2015 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0103	Purchasing Office-Response Enclosed for Solicitation # GLB0103
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL, AND 4 ELECTRONIC THUMB/FLASH DRIVE COPY OF YOUR RESPONSE

BEER

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	5
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
ATT A	PONDS	2
ATT B	REPAIR LOG	1
ATT C	EQUIPMENT LIST	1
ATT D	REFERENCES	3
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

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 8th 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

BEG

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.

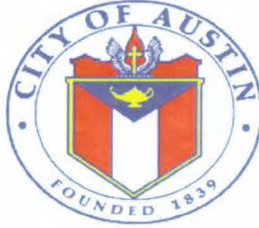
The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire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

Company Name: Central Texas Water Maintenance, LLC
Company Address: PO Box 636
City, State, Zip: Buda, Texas 78610-0636
Federal Tax ID No| [REDACTED]
Printed Name of Officer or Authorized Representative: Ben E. Gray, Jr.
Title: President
Signature of Officer or Authorized Representative: Ben E. Gray, Jr.
Date: March 31, 2015
Email Address: bengray7@gmail.com
Phone Number: 512-243-2281 Office 512-940-4804 Cell

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

BEG

Rec'd and accepted
03-31-15
Ben E. Gray Jr.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB-BV GLB0103** Addendum No: **1** Date of Addendum: **3/20/15**

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

I. Questions:

The following questions were posed by one or more contractors during a pre-bid meeting. Each question (Q) is followed by its answer (A).

- ✓ 1. (Q) What if the equipment I have will not pull the pump out and could risk our equipment or damage the pump?
(A) Stop and Call the Contract Manager and City will assess the situation
- ✓ 2. (Q) Referring to 7.1.1 in getting with the City, Is this a structure class room or what is entailed with getting with the City of Austin?
(A) City will set the meeting. This will be decided during the kick off meeting
- ✓ 3. (Q) Referring to 7.1.4 on the initial visitation of ponds if vendor goes out and there is for example sunflowers are in the way of the panel, can vendor knock them down or does vendor have to contact City?
(A) You are able to take care of that to get to panel. This is referring to when actually out around the irrigation heads there is certain requirements for clearance around those heads and if you see ones block in some fashion then contact City – contract manager.
- ✓ 4. (Q) On the FTP site will there be something to show that vendor or City entered or added items to the FTP site for example a secure password for the vendor and one for the City.
(A) This will be verified with department IT and answered during the kick off meeting.
- ✓ 5. (Q) Referring to 7.2.3b there is certain requirements for a strap-on-flow meter that you have to have a certain amount of lay link of pipe in order to get a fairly accurate and if you don't have sufficient amount of discharge piping to do this then the only way is to excavate if you really wanted a flow meter it. Or are you talking about anything currently available that we could put a strap-on-meter on would be fine?
(A) This is base line information that will be determine on the initial pond assessment and then vendor would put on the FTP site that a pond is able/unable to have a strap-on-flow meter.

BEG Jr

II. Clarifications:

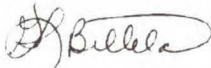
- ✓ 1. Within the Scope of Work 0500 Paragraph 7.1 General Requirements, 7.1.5 is changed to read: The Contractor shall not attempt to mark any area known to contain a hazard (e.g., bee hive or other type of pests). The Contractor shall notify the City within 48 hours of discovery of hazard. **The only pesticide Contractor is allowed to use is for spot application where pests are in or around equipment. The City strongly encourages restraint of pesticide application.**
- ✓ 2. With the Scope of Work 0500 Paragraph 7.2 Regular Visits, 7.2.3 c is changed to read: Check functionality of all irrigation heads, controllers and pipe lines, weather permitting. In particular, Contractor shall determine if any sprinkler heads are broken, clogged, or not spraying properly, **cleaning out any vegetation that restricts the flow from any sprinkler head**, and that irrigation lines are not clogged and/or broken.
- ✓ 3. Within the Scope of Work 0500 Paragraph 7.3 Diagnosis and Repair Services, 7.3.2 is replaced with: Contractor shall obtain prior City approval for pulling, replacing, modifying, or upgrading any pumps/motors, especially if the current pump/motor will leave the site.
- ✓ 4. Within the Scope of Work 0500 Paragraph 11.0 Warranty,
11.1 is replaced with: Contractor shall provide, at a minimum, the manufacturer's warranty (to begin on the date of final installation) on all repair parts.
11.2 is changed to read: Contractor shall provide a minimum of **ninety (90) days** warranty on services provided
11.3 is changed to read: **On all pumps and motors repaired, Contractor or repair depot shall provide certification that the repaired parts will perform as designed for the same time as the original manufacturer's warranty.**

III. Additional information:

1. Section 0600 bid sheet is replaced with Section 0600 Revised Bid Sheet.
2. Attached are the sign-in sheets from those that attended the Pre-Bid meeting.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


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

ACKNOWLEDGED BY:

Central Tx Water Maint Ben E. May Jr. 03/31/15
SUPPLIER AUTHORIZED SIGNATURE DATE

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

BEG

Rec'd 04-02-15
& Accepted



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB-BV GLB0103** Addendum No: **2** Date of Addendum: **4/1/15**

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

I. Clarifications:

The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on Wednesday April 8, 2015. Bids will be accepted until 2:00 PM on April 8, 2015.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in black ink, appearing to read "G. Billela".

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

ACKNOWLEDGED BY:

Central Tx Water Maintenance, LLC

SUPPLIER

A handwritten signature in black ink, appearing to read "Ben E. Gray Jr." followed by the date "04-02-15".
AUTHORIZED SIGNATURE DATE

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

BID SHEET CITY OF AUSTIN RE-IRRIGATION POND HARDWARE MAINTENANCE REVISED					
BID NO. IFB-BV GLB0103 RX NO. 6300 15020300176 DATE: March 9, 2015 BUYER: Georgia Billela					
Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies					
Special Instructions: Commodity shall be bid on the basis of FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all require information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified. NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.					
1.0 EVALUATION CRITERIA FOR COST (51 POINTS) Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points. Bidder submits the following prices for the following items below as described in the attached specification.					
Item No.	Description	Annual Usage	Unit of Measure	Unit Price	Extended Price
1.1	Scheduled maintenance visit: inspect motor, pump, control panel (including thermal-imaging), and irrigation equipment. 4 visits at 33 Ponds.	132	each	\$ 485.00	\$ 64,020.00
1.2	Addition work for post-rain event visits: test functionality of irrigation system, and test pump/motors systems & wet well controller. 2 visits at 33 ponds	66	each	\$ 722.50	\$ 47,685.00
1.3	Perform flow test. 1 visit at 33 ponds.	33	each	\$ 255.00	\$ 8,415.00
1.4	Vactor out pump well. 1 visit at 33 ponds.	33	each	\$ 1,455.00	\$ 48,015.00
1.5	Labor rate to perform repair.	200	hour	\$ 139.00	\$ 27,800.00
1.6	Labor rate to perform repair, 2 hour emergency response.	20	hour	\$ 278.00	\$ 5,560.00
1.7	GPS sprinkler head location	800	each	\$ 85.00	\$ 68,000.00
1.8	GPS location of well, control panel, and valve(s)	33	each	\$ 235.00	\$ 7,755.00
1.8	Pre/post construction meeting for new ponds, minimum 1 hour each	2	each	\$ 490.00	\$ 980.00
TOTAL AMOUNT:					\$278,230.00
2.0 For information purposes only, Bidder supplies the following:					
2.1	Percentage discount/mark-up of equipment from manufacturer's published price list:	+25%			
2.2	Percentage added to actual subcontractor labor costs:	+25%			
2.3	Percentage mark up for 2-hour emergency response:	+100% of regular labor rate			
3.0 Bidders Single Point of Contact (SPOC)					
Name printed: Anthony Ray Hernandez			Office phone: 512-243-2281 ext. 114		
Cell phone: 512-395-5541			Email: anthonyh@ctwm.com		
4.0 EVALUATION CRITERIA FOR EQUIPMENT LIST (9 POINTS) HIGHLY PREFERRED is low emissions equipment, alternative fuel, electric power, and equipment manufactured on or after 2007 with low emissions profile. Examples of alternative fuels include propane, natural gas, bio-diesel, and electric.					
Completed Attachment "C" Equipment Inventory ListPage 1 of 2					

BE692

5.0 EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE CERTIFICATIONS, EDUCATION, AND EXPERIENCE (30 POINTS)

The below items can be demonstrated with resumes of the owner and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available.

5.1	Employee Roster, to include all employees to be used during the course of contract, noting their certifications, degrees, and experience with a minimum three (3) contiguous years required by Section 4.0 of the Specification.
5.2	Proof of current professional certifications, including State of Texas (TDLR) Master Electrician license, TCEQ licensed irrigator, and any and all pump and motor manufacturer repair certifications as required by Section 4.0 of the Specification.
5.3	Proof of staff qualified and experienced using Trimble GeoXT 2800 GPS with ArcGIS Mobile, or City approved equal, as required by Paragraph 4.3 of the Specification.
5.4	Business longevity, maintenance portfolio, association memberships as required by Section 4.3 of the Specification .
5.5	Provide at least five (5) references for provision of this or similar services over the past five (5) years. References provided shall be current, and not be an immediate family member of bidder, or any employee of bidder. Please use Attachment D

6.0 EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder 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. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

Team's Local Business Presence	Points Awarded
Local business presence of 90 - 100%	10
Local business presence of 75 - 89%	8
Local business presence of 50 - 74%	6
Local business presence of 25 - 49%	4
Local business presence of 1 - 24%	2

6.1: Specify if and by which definition the Bidder has a local business presence, and provide the address.

Our Local Presence is a Headquarter, and the address is: Central Texas Water Maintenance,LLC 5905 Williamson Rd., Creedmoor, Tx. 78610

Our Local Presence is a Branch Office, and the address is: N/A

Please include your statement of warranty on bidders Letterhead

Company Name: Central Texas Water Maint., LLC	POC: Ben E. Gray, Jr.
PHONE: 512-940-4804	
EMAIL: bengray7@gmail.com	

Ben E. Gray Jr.
03-31-15

BEG Jr

Attachment C

Equipment Inventory List

Company Name: Central Texas Water Maintenance, LLC

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase
Backhoe	John Deere 310D	Full	1993	Diesel	1	Good, Low Hours	Own
Backhoe	John Deere Model 110	Mid	2005	Diesel	3	Good, Low Hours	Own
Crane Truck	Ford F 450	F450	2006	Diesel	1	Excellent	Own
Crane Truck	Ford F550	F550	2008	Diesel	1	Excellent	Own
Trimble Handheld GPS	Geo XH						Purchase
Pickup Trucks	Chevy / 3/4 Ton	2500		Gas / Diesel	5	Good	Own
Pickup Truck	Chevy 3/4 Ton	2500	2007	Gas	1	Excellent	Own

Contractor's Full Name: Ben E. Gray, Jr.

Contractor's Signature: Ben E. Gray, Jr. Date: 03/31/15

BEG Jr



P.O. Box 636
Buda, Texas 78610
www.ctwm.com

April 1, 2015

CTWM Employee Roster

Name	Certifications	Experience
Ben E. Gray, Jr	Master Electrician, Electrical Contractor Texas Irrigator CPR Certified Authorized Cla-Valve Technician	Worked in the Water/Wastewater industry since 1993
Billy Gray	Master Electrician	Worked in the Water/Wastewater industry since 1993
Anthony Ray Hernandez	Electrical Apprentice License Confined Space Certified Authorized Cla-Valve Technician	Worked in the Water/Wastewater industry since 2012
Eric Garza	Electrical Apprentice License Confined Space Certified BS Degree in Construction Mgmt.	Worked in the Water/Wastewater industry since 2011
David McDaniel	Electrical Apprentice License	Worked in the Water/Wastewater industry since 1995
Leonard Cisneros	Electrical Apprentice License	Worked in Electrical trade since 2011
Kyle Beaver	Journeyman Electrical License	Worked in the Water/Wastewater industry since 2008
David Bundick	Licensed Master Pump Installer, Electrical Apprentice License	Worked in the Water/Wastewater industry since 2005
Shawn Sanders	Electrcial Apprentice License, ARC/GIS certified	Worked in the Water/Wastewater industry since 2008

BEER

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY


Be it known that

BEN E GRAY

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: [REDACTED]
Issue Date: 12/13/2013
Expiration Date: 12/31/2016



*Executive Director
Texas Commission on Environmental Quality*

BEG

SHAWN G. SANDERS

991 Goldenrod St.
Kyle, Texas 78610
shwnsanders@gmail.com

Summary

Mr. Sanders has more than five years' experience in the performance of field coordination, data management, computer aided drafting, GIS, GPS and mapping related work in the flow monitoring, condition assessment and design of wastewater systems. He has conducted field investigations and processed data for over 50 projects throughout Texas, Louisiana, and Kentucky. Mr. Sanders is confined space certified and proficient in the use of ArcGIS, AutoCAD, MS Office (Word, Access, Excel), HACH and ISCO flow monitoring software.

Employment

- Burgess and Niple, Inc. (formerly GSWW, Inc.) – May 2008 – February 2013

Project Background

- Flow Monitoring Study & SSO Investigation Project, New Iberia, Louisiana
- Sanitary Sewer Evaluation Study, Sulphur, Texas
- Southern Montgomery County MUD Sewer System Evaluation, Spring, Texas
- Sewer System Smoke Testing Program (Multi-Year Program), Frisco, Texas
- Sewer System Evaluation Study, Watauga, Texas
- Fort Knox Study Design Build Program, Hardin County, Kentucky
- Sanitary Sewer Evaluation Study, Frankfort, Kentucky
- Sanitary Sewer Evaluation Survey (Multi-Year Program), Duncanville, Texas
- Plano Pittman Creek Sanitary Sewer Inflow and Infiltration Study, Plano, Texas
- Wastewater Inflow/Infiltration Study, University Park, Texas
- Sanitary Sewer Smoke Testing, Bastrop, Texas
- Sanitary Sewer Overflow Elimination Program, Robinson, Texas
- Manhole Inspection Program, Matagorda, Texas
- Sanitary Sewer Flow Monitoring, New Iberia, Louisiana
- Sanitary Sewer Flow Monitoring, Lafayette Utility System, Louisiana
- Pittman Creek Wastewater Inflow/Infiltration Study, Plano, Texas
- Sewer System Evaluation Survey Program, San Marcos, Texas
- Texas State University Smoke Testing, GPS and GIS Mapping, San Marcos, Texas
- Open Cut and Trenchless Rehabilitation Design, San Marcos, Texas
- Trinity River Authority Metering Network Evaluation, North Texas Region
- Evaluation of Coppel Wastewater Interceptor, Trinity River Authority of Texas
- Wooded Acres/Tinkers Branch Sanitary Sewer Evaluation Survey, Waco, Texas
- WMARRS Evaluation and Rehabilitation Program, Waco, Texas
- WMARSS Large Diameter Trenchless Rehabilitation, Waco, Texas
- Wastewater Inflow/Infiltration Study, San Antonio River Authority, Texas
- San Antonio Water System Western Watershed Inflow/Infiltration Study, Texas
- San Antonio Water System Western Watershed Relief Project, Texas
- San Antonio Water System EARZ Smoke Testing Program, San Antonio, Texas
- Edward's Aquifer Lift Station Inspection, San Antonio, Texas
- San Antonio Water System CCTV Inspection Program, San Antonio, Texas
- East End Lift Station Evaluation and Rehabilitation Design, Marshall, Texas
- Open Cut and Trenchless Rehabilitation Design, Marshall, Texas
- Storm Water System Assessment Harlingen Airport, Harlingen, Texas
- Brushy Creek Regional Wastewater System (BCRWS), Flow Monitoring, LCRA

References Available Upon Request

BEGW

Education

Geographic
Information Systems
Certificate Program,
Austin Community
College

Certifications and
Training

AutoCAD Essentials,
Austin Community
College, 2008

NUCA Confined
Space Entry Program,
National Utility
Contractors, 2009

Microsoft Access,
Micro Assist, 2012

Software
Experience

MS Office (Word,
Excel, Access)

ArcGIS

AutoCAD

FlowLink (Teledyne
ISCO Flow Monitoring
Software)

Insight (HACH Flow
Monitoring Software)

Memberships

South Central Arc
Users Group (SCAUG)

REFERENCES

SOLICITATION NUMBER: IFB-BV GLB0103

VENDOR'S NAME: Central Texas Water Maintenance, LLC **DATE:** 03/31/15

Project Size

30 + Re-Irrigation Ponds

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Provided data and helped create the files on the COA current FTP site of Ponds

- We have installed new Potable water Plants. Provided Service and Repair to both the Water and Wastewater needs of the City of Buda for over 20+ years

- We have installed new Potable water Plants. Provided Service and Repair to both the Water and Wastewater needs of the Creedmoor-Maha for over 40+ years

4.

Company's Name

Goforth SUD

Name of Contact

Mario Tobias

Title of Contact

General Manager

Present Address

8900 Niederwald Strasse

City, State, Zip Code

Kyle, Texas 78640

Current Phone

(512) 376 - 5695

Fax () -

Project Name

Numerous Projects thru the years

Project Start Date

01/01/79

Project End Date

on going currently

Project Size

Multiple Sites for Installation, Repair and Maintenance, installtion of pumps, motors, etc.

Project Description
(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

We have installed new Potable water Plants. Provided Service and Repair to both the Water and Wastewater needs of the Creedmoor-Maha for over 40+ years

5.

Company's Name

Manville WSC

Name of Contact

Tony Graf

Title of Contact

General Manager

Present Address

108 N. Commerce St.

City, State, Zip Code

Coupland, Texas 78615

Current Phone

(512) 856 - 2488 Ext: 223

Fax () -

Project Name

Numerous Projects thru the years

Project Start Date

01/01/80

Project End Date

on going currently

Project Size

Multiple Sites for Installation, Repair and Maintenance, installtion of pumps, motors, etc.

Project Description
(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

We have installed new Potable water Plants. Provided Service and Repair to both the Water and Wastewater needs of the Creedmoor-Maha for over 40+ years

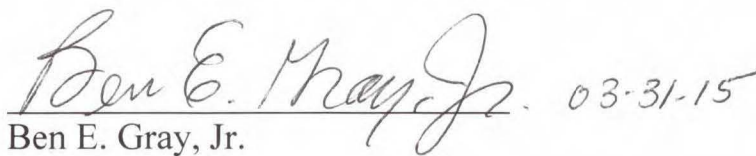


P.O. Box 636
Buda, Texas 78610
www.ctwm.com

April 1, 2015

The following is the Warranty Policy of Central Texas Water Maintenance (CTWM):

- CTWM warrants all Labor for a period of ninety (90) days from the date work completion.
- CTWM warrants all Equipment and Materials for a period of 1 year from date of installation.

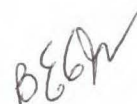
 03-31-15
Ben E. Gray, Jr.

Electrical & Mechanical Contracting • Controls & Automation
Service & Maintenance • SCADA Solutions • Chemical Solutions

P.O. Box 636
Buda, Texas 78610
www.ctwm.com

Tel: 512.243.2281
Fax: 512.243.2282

Toll Free: 800.372.2896
Email: info@ctwm.com



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, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Central Texas Water Maintenance, LLC					
Physical Address	5905 Williamson Road Creedmoor, Texas 78610					
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?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

BEGAN

Section 0835: Non-Resident Bidder Provisions

Company Name Central Texas Water Maintenance, LLC

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

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

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder 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: N/A Which State: N/A

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: N/A

BEGAN



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

FROM: Georgia L. Billela
DATE: February 19, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. IFB-BV GLB0103
Project Name: Maintenance & repair of hardware for re-irrigation pond
Commodity
Code(s): 93663
Estimated Value: \$ 475,000

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

The City of Austin, Watershed Protection Department ("City"), seeks bids from qualified and experienced providers ("Contractor") for routine maintenance services and ad hoc repair services including the provision of replacement parts, of the hardware in use in the City's re-irrigation water quality ponds ("Ponds").

The Departmental Point of Contact is: Donna Lee Bliss at Phone: 512-974-2530

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 512-974-2939

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

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

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: Maintenance & Repair of Hardware for re-irrigation has no subcontracting opportunities.

Veronica Lara, Director

Date: 3-2-15

cc: Lorena Resendiz



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)
OFFER SHEET

SOLICITATION NO: GLB0103

DATE ISSUED: March 9, 2015

COMMODITY/SERVICE DESCRIPTION: Maintenance and Repair for Hardware in Ponds

REQUISITION NO.: 15020300176

COMMODITY CODE: 93663

PRE-BID CONFERENCE TIME AND DATE: March 18, 2015 @ 10:00 AM

LOCATION: 124 W. 8th Street, 3rd floor Main Conference room, Austin, Texas 78701

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

BID DUE PRIOR TO: April 1, 2015 @ 2:00 P.M.

BID OPENING TIME AND DATE: April 1, 2015 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0103	Purchasing Office-Response Enclosed for Solicitation # GLB0103
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL, AND 4 ELECTRONIC THUMB/FLASH DRIVE COPY OF YOUR RESPONSE

*****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	5
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
ATT A	PONDS	2
ATT B	REPAIR LOG	1
ATT C	EQUIPMENT LIST	1
ATT D	REFERENCES	3
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

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 8th 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

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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

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

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

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

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

A. General Requirements.

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

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

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

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

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to 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).

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- (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
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional 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 AND FIXED PRICING FOR THE FIRST 12 MONTHS

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4. **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	Watershed Protection
Attn:	Donna-Lee Bliss
Address	505 Barton Springs Road, #1200
City, State Zip Code	Austin, TX 78704

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

5. **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.

6. **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.

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- 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>

7. 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.

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

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor	
Series ID: SMU48124200700000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Austin-Round Roc-San Marcos, TX	
Description of Series ID: Service-Providing	
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.

8. **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.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Donna Lee Bliss

Phone: 512-974-2530

Email: donna-lee.bliss@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.

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, 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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

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

Answer: _____

**CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
IFB-BV GLB0103
FOR
MAINTENANCE & REPAIR RE-IRRIGATION POND HARDWARE**

1.0 PURPOSE

This specification establishes the minimum requirements for the purchase of routine maintenance services and *ad hoc* repair services, including the provision of replacement parts, of the hardware in use in the City's re-irrigation water quality ponds ("Ponds"). The City of Austin Watershed Protection Department ("City"), seeks bids from qualified and experienced providers ("Contractor"). Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all services deliverable under the terms of this solicitation.

2.0 BACKGROUND

The City is currently responsible for the proper functioning of thirty-three (33) Ponds located within Austin City limits and its Extra Territorial Jurisdiction. An electronic notebook for each Pond is located on a City File Transfer Protocol (FTP) site and includes the following:

- a. Pump Inspection Report
- b. Pump Maintenance Repair Plan
- c. New Pond Pump System Inventory templates (only with addition of a new pond)
- d. Arial shots of the pond location
- e. GPS template (shape file)
- f. Current Pump Inventory list

Attachment "A" contains a list of the ponds with their file names, and an FTP site that contains the electronic notebooks. For purposes of this solicitation, bidders shall only be able to read the files. The successful Contractor shall be given access to write to the file upon contract award.

3.0 APPLICABLE SPECIFICATIONS

- 3.1 City of Austin, Criteria Manual, Section 1.6.3, C4:

[http://austintech.amlegal.com/nxt/gateway.dll/Texas/drainage/cityofaustintexasdrainagecriteriamanual?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin_drainage\\$anc](http://austintech.amlegal.com/nxt/gateway.dll/Texas/drainage/cityofaustintexasdrainagecriteriamanual?f=templates$fn=default.htm$3.0$vid=amlegal:austin_drainage$anc)

- 3.2 Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 3.3 All of the Contractor's operations shall comply with all Federal, state, county and City laws, regulations, and applicable ordinances including all safety and environmental laws. Any regulation not specifically stated in this solicitation, but clearly necessary for performance of the work under any resulting Contract, is included.
- 3.4 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to bidders, since manufacturers and trades involved are assumed to be familiar with their requirements. The City shall furnish, upon request, the locations where copies of the specifications and standards referred to may be obtained.

4.0 CONTRACTOR'S QUALIFICATIONS

- 4.1 Successful Contractor shall provide all labor, equipment, material and a supply necessary to provide routine maintenance and ad hoc repair/replacement of equipment used in the Ponds, and in Ponds added to the Scope after any resulting contract is issued. These additional Ponds shall be added to the contract via amendment.

- 4.2 Contractor shall have a minimum of three (3) contiguous and recent year's full time experience of the same size and scope laid out in this solicitation.
- 4.3 All work shall be performed by Contractor's direct employees with the exception of Vector services, and pump or motor repair services. Contractor's staff working on any resulting contract shall have, at a minimum, the following qualifications (minimum three (3) recent and contiguous years of experience, full time):
 - 4.3.1 Licensed Master Electrician
 - 4.3.2 Licensed Irrigation service provider
 - 4.3.3 Knowledge and ability to edit the Programmable Logic Controller hardware, Human Machine Interface, timing relays and irrigation adapted hardware add on systems (e.g., "Rain Bird")
 - 4.3.4 Knowledge and experience in the use of Trimble GeoXT 2008 GPS with ArcGIS Mobile, or City approved alternate
 - 4.3.5 Knowledge and experience to make any required modifications (e.g. simplifying an overly complicated control panel) as required by the City
- 4.4 Contractor shall be capable of pulling the pump/motor system from a well and of performing appropriate construction/repair *in situ*, serviced by Contractor or a City approved sub-contractor.

5.0 SAFETY

- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide appropriate protection to prevent damage, injury or loss to all persons and property that may be affected by the work.
- 5.2 Contractor's employees shall wear safety vests, protective glasses, and all other OSHA required safety equipment
- 5.3 Contractor shall comply with all applicable Federal, state and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose actions any of them may be liable, shall be remedied by Contractor.
- 5.4 Contractor shall prepare and deliver to the City only upon request, a safety work plan to be used by Contractor. Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of the City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.
- 5.5 Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required for exchange between or among employees at the site in accordance with laws and regulations.
- 5.6 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.

- 5.7 Contractor shall report to the City, within two (2) hours of occurrence, any damage done by Contractor's employees to City or private property and or a personal injury. This verbal notification shall be followed up within five working days of the incident with written notification and investigation of the incident, including any disciplinary actions. Damage to property or loss of vegetation shall be successfully replaced or repaired by the Contractor at no cost to the City, and within a period of time that is mutually agreed upon between Contractor and City.
- 5.8 If there is an altercation with a citizen or an accident involving injury to any individual on or near the work, Contractor shall notify the City within two (2) hours by phone of the incident after insuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, and other documentation that describes the event. Copies of such documentation shall be provided to the City within forty-eight (48) hours of the event.
- 5.9 Contractor shall have two (2) 5 lb. fire extinguishers on hand and readily accessible if any welding and/or the use of a gas cutting torch is required.

6.0 MATERIAL REQUIREMENTS

- 6.1 Materials covered by this specification shall be new in appearance and function, and have never been used. Remanufactured or refurbished products are unacceptable.
- 6.2 Materials shall be fit for the purpose, equal to or better than the parts they are replacing, free from defect, and shall come with full manufacturer's warranty. In some cases, current equipment may need to be upgraded as it is insufficient to perform the work required. Contractor shall provide a written explanation of the upgrade requirement prior to performing the work.
- 6.3 Any equipment removed from any pump location shall NOT be reused on any other Pond. Spent pumps and motors shall be given to the City to dispose.
- 6.4 Contractor shall own a GPS handheld mapping device with appropriate software. The unit shall be a GeoXH with H-Star and Terrasync Professional software, or City approved equal.

7.0 PERFORMANCE REQUIREMENTS

The Ponds' hardware maintenance and any necessary repair shall be handled by the Contractor, working under City direction. Contractor shall also amend the Electronic Notebook with all documentation necessary to demonstrate the work accomplished at each visit to each Pond. The City reserves the right to add to and delete Ponds.

7.1 GENERAL REQUIREMENTS

- 7.1.1 Prior to performing any work on any ensuing contract, the Contractor and his/her relevant employee(s) shall meet with a member of the City's Geographic Information System (GIS) team to ensure compliance and consistency of GPS data.
- 7.1.2 Contractor shall obtain and pay for any required City permits prior to performing modifications, repairs, and or new installs (e.g., electrical, trenching, irrigation lines.) A copy of each permit shall be placed on the FTP site within one day of issuance.
- 7.1.3 Contractor shall call 811 prior to the start of the work if any work will include excavation.
- 7.1.4 If the Contractor discovers intrusive brush/trees, larger debris or trash (e.g., couch or fallen tree) or dead animal, they shall immediately contact the City to arrange its removal. The Contractor shall mark the vegetation, trees, or large trash with a yellow ribbon tape such that it can be seen from a distance of 15 feet.

- 7.1.5 The Contractor shall not attempt to mark any area known to contain a hazard (e.g., bee hive or other type of pests). The Contractor shall notify the City within 48 hours of discovery of hazard. The Contractor shall not use any type of pest control at the Ponds.
- 7.1.6 **IMMEDIATELY** upon discovery at the Ponds of suspected hazardous waste spills or any hazardous situation, condition, or structure the Contractor shall contact the **City's Spills & Complaints Program at (512) 974-2550.**
- 7.1.7 Contractor shall consult on Pre-Construction / Post Construction and Final walk through meetings on new re-irrigation Ponds. These meetings (each a minimum of one hour) are expected to occur at most twice per year. Some years will have no meetings.

7.2 REGULAR VISITS

- 7.2.1 Contractor shall perform four (4) annual maintenance visits to each pond. During each of the four (4) annual maintenance visits to each Pond, the Contractor shall inspect the motor, pump, control panel, irrigation equipment, and miscellaneous hardware at the Ponds. Two (2) inspections per annum shall occur during regular (non-rain) events, and two (2) inspections per annum shall occur after a qualified post-rain event. A post-rain event shall be defined as a minimum of ½" of rain over twelve (12) hours.
- 7.2.2 At each regular visit, Contractor shall:
- Check for "hot spots" in the control panel using a thermo-imager to locate any potential electrical problems, loose connections, failing parts, or any other potential hazard.
 - Vactor out the pump well as possible, but no less than once per year unless otherwise approved by the City. All Vactored contents become the responsibility of the Contractor and shall be owned by the Contractor or Subcontractor.
 - Within thirty (30) calendar days of each completed visit Contractor shall update documentation in the appropriate Pond's Electronic Notebook.
- 7.2.3 In addition to the requirements in section 7.2.2 above, at each "post-rain event" visit Contractor shall:
- Perform a system-wide check to determine if the system is functioning optimally at a minimum according to each Pond's design specification. Contractor shall review the notebooks and equipment manuals to determine the optimal operating level.
 - Perform a flow test with a strap-on flow meter to determine the actual gallons/minute (GPM) of the pumps(s) once per year.
 - Check functionality of all irrigation heads, controllers and pipe lines, weather permitting. In particular, Contractor shall determine if any sprinkler heads are broken, clogged, or not spraying properly, and that irrigation lines are not clogged and/or broken.
 - Inspect and test pump/motor system including wet well controllers, and Vactor out pump well as possible.
- 7.2.4 Coupled with regular visits and within the first 12-months of the contract, Contractor shall determine the GPS location of all pond sprinkler heads, valves, control panels, pump wells and outfalls and add the locations to the shape file in the Electronic Notebook according to the City's IT group's specification. If a sprinkler head cannot be located, the Contractor shall notify the City within two (2) business days.

7.3 DIAGNOSIS AND REPAIR SERVICES

- 7.3.1 Required repairs may be discovered at the initial or subsequent maintenance visits, or at *ad hoc* visits requested by the City.
- 7.3.2 Contractor shall obtain prior City approval for pulling, replacing, modifying, or upgrading any pumps/motors, especially if the current pump/motor will leave the site. If the pump and motor is being pulled ONLY to be inspected and/or cleaned, prior City approval is not required.
- 7.3.3 Within five (5) business days of diagnosis of the system problem(s), Contractor shall complete a Repair Report including the make/model and cost of all parts required, labor charges, and the anticipated schedule to complete the repair to the City's satisfaction. If the total repair exceeds \$1000, Contractor shall email the City for prior written approval to proceed. A draft of a Repair Report is located in **Attachment "B"**.
- 7.3.4 If the Contractor or City discovers a repair deemed to be an emergency by the City, the Repair Report shall be submitted to the City and placed on the FTP site with forty-eight (48) hours of discovery and notification.
- 7.3.5 Contractor shall remediate all disturbed ground area back to original condition, back-filling holes and tamping sufficiently per the Criteria Manual sited in Section 3.1 above.
- 7.3.6 Within thirty (30) calendar days of completion of the repair, Contractor shall place the final Repair Report in the Pond's Electronic Notebook.
- 7.3.7 When suggested by the Contractor or requested by the City, the Contractor shall make any required modifications (e.g., simplifying an overly complicated control panel. If completely rebuilding a controller, the Contractor shall provide an Engineer stamped design to the City for prior approval).

7.4 ADDING PONDS TO THE LIST

- 7.4.1 As new Ponds are added to this Scope's list, the Contractor shall set up a new Electronic Notebook at the FTP site. Details regarding the Pond's re-irrigation hardware will be provided by the City.
- 7.4.2 Contractor shall GPS the sprinkler heads, irrigation lines, pump well, control panel, and any other relevant equipment using a mobile handheld GPS mapping device as stated in sections 7.2.4.

8.0 **SCHEDULE AND WORK HOURS**

- 8.1 Contractor shall meet with the City and begin work within ten (10) business days of notification of contract award, or as otherwise mutually determined by the City and the Contractor.
- 8.2 Though services shall mostly occur during regular business hours (Monday through Friday, 6:30am to 5:00pm), Contractor shall be able to perform work 24 hours a day, 365 days a year. In an urgent situation (imminent danger of damage to the Ponds' hardware or to public and/or private property), Contractor shall provide two (2) hour on-site response upon notification by the City.
- 8.3 Contractor shall schedule maintenance visits as evenly throughout the year as possible. If a significant rain event occurs during extended periods of draught, Contractor shall attempt to visit as many of the Ponds as possible to perform weather dependent testing. **It is highly desired that Contractor perform one (1) regular and one (1) rain event inspection every six (6) months, weather permitting.**
- 8.4 Contractor shall return the City's notification call of an *ad hoc* repair within one (1) business day.

- 8.5 Contractor shall complete all repairs within three (3) business days of receiving all necessary parts.

9.0 CONTRACTOR'S PERSONNEL

- 9.1 If Contractor's personnel change, the City has the right to approve any new staff member prior to beginning work on this contract.
- 9.2 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be marked on an outer garment, or worn on the outer garment.
- 9.3 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

10.0 CONTRACTOR'S EQUIPMENT

- 10.1 Contractor shall complete **Attachment "C", Equipment Inventory List**, and include it with their offer. Contractor shall have access to sufficient equipment to perform the work described herein.
- 10.2 All equipment utilized by Contractor to perform the work shall be maintained in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All fuel cans shall be OSHA approved. All chemicals used shall be in their original container and properly labeled.
- 10.3 The City reserves the right to inspect the Contractor's equipment at any time prior to award of this Contract or during the Contract term. Any equipment deemed unacceptable by the City for failures that include, but not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit.
- 10.4 Contractor shall have an electronic/hydraulic truck mounted crane/winch system.
- 10.5 The Contractor's equipment shall not be stored on City property at any time.

11.0 WARRANTY

- 11.1 Contractor shall provide, at a minimum, the manufacturer's warranty plus one year on all repair parts this replaces Section 0300 Paragraph 21. Statement of warranty written on Contractor's letterhead shall be submitted with Bid.
- 11.2 Contractor shall provide a minimum of one (1) year warranty on services provided.
- 11.3 In the event a repair proves to be deficient as a result of rainfall, the Contractor shall warrant all repairs to the City's satisfaction.

12.0 CONTRACTOR REQUIREMENTS

- 12.1 Contractor shall have FTP client installed on their workstation(s). The City supports FileZilla FTP client. A free copy can be downloaded from the Internet.
- 12.2 Contractor shall provide all labor, parts, equipment, materials, tools, and transportation required to perform the services described herein.

- 12.3 Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone or pager number for accessibility. A space on the Bid Sheet is available for this purpose.
- 12.4 Contractor shall electronically document all routine maintenance and repair work done at the Ponds.

13.0 ACCEPTANCE OF WORK AND INVOICING

- 13.1 All work is subject to review and acceptance by the City prior to payment of Contractor's invoice.
- 13.2 Contractor shall invoice no more frequently than once per month. Multiple Pond visits may be put together on one invoice, including detail.
- 13.3 Contractor shall charge the City for the cost of parts at their purchase cost plus a specified markup. There is a space on the Bid Sheet for designation of the percentage markup.

ATTACHMENT "A"

List of Re-Irrigation Ponds

1. R00566&570 Arbor Down		17. R00362 14512 Olive Hill #1
2. R00635 Ariock		18. R00441 Altona
3. R01350 Beckett		19. R00469 Pusch Ridge
4. R00841 Bonnie Brook		20. R00510 1904 Real Catorce
5. R00769 Capstone		21. R00511 2200 Real Catorce
6. R01352 Convict Hill Library		22. R00512 2112 Cerca Viejo
7. R00684 Dosewell		23. R00513 1813 Randolph Ridge
8. R00705 Hansa		24. R00601 14616 Olive Hill
9. R00633 LaCrosse		25. R00789 Via-Correto
10. R00722 Maelin		26. R00790 Via Ricco
11. R00731 & R00732 Magenta		27. R00685 Spruce Canyon
12. R01118 Menlar		28. R00683 Tanaqua
13. R00721 Mountain Shadows		29. R00806 Terra Vista
14. R01055 Oteka		30. R00747 W Slaughter
15. R00807 Othello Cove		31. R00748 York Bridge Cir
16. R00686 Pairnoy		

FTP web link to all of our pond note books

ftp.austintexas.gov/Watershed_Pump_Contract

Pond Pump Systems

R00566&570 Arbor Down

R01350 Beckett

R00769 Capstone

R00684 Dosewell

R00633 LaCrosse

R00731 & R00732 Magenta

R00721 Mountain Shadows

R00807 Othello Cove

R00362 14512 Olive Hill #1

R00469 Pusch Ridge

R00511 2200 Real Catorce

R00513 1813 Randolph Ridge

R00789 Via-Correto

R00685 Spruce Canyon

R00806 Terra Vista

R00748 York Bridge Cir

R00635 Ariock

R00841 Bonnie Brook

R01352 Convict Hill Library

R00705 Hansa

R00722 Maelin

R01118 Menlar

R01055 Oteka

R00686 Pairnoy

R00441 Altona

R00510 1904 Real Catorce

R00512 2112 Cerca Viejo

R00601 14616 Olive Hill

R00790 Via Ricco

R00683 Tanagua

R00747 W Slaughter

ATTACHMENT B
City of Austin
Pump Irrigation Maintenance Work Plan (draft)

Pond Number _____ Pond Address _____

Date Submitted to the City of Austin: _____

Date Approved or Declined by the City of Austin: _____

Was the Pump Irrigation onsite check list done? __ Yes __ No

If No. Give a reason for site visit. _____

Did the inspector find any defects? __ Yes __ No Inspector: _____

If Yes. List the needed repairs below and attach the Quote for Repair document

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Attach any pictures to this inspection report as needed. City of Austin SPOC reserves the right to add or remove items from approved work plan as conditions warrant.

City of Austin Use ONLY

__ Approved by City of Austin SPOC __ Quote for repair Attached

__ Declined by City of Austin SPOC ---Give Reason to why it was declined below.

__ On Site Visit required by SPOC

Signed off by: _____ date _____
Signature

Attachment C

Equipment Inventory List

Company Name: _____

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase

Contractor's Full Name: _____

Contractor's Signature: _____ Date: _____

ATTACHMENT D

REFERENCES

Form Instructions: **Please complete and return this form with the bid/quote.** The bidder shall furnish references for at least five (5) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the two (2) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

SOLICITATION NUMBER: IFB-BV GLB0103 _____

VENDOR'S NAME: _____ **DATE:** _____

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Current Phone () -	Fax () - _____
	Project Name	_____
	Project Start Date (month/year)	Project End Date (month/year) _____
	Project Size	_____

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Project Description
(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

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**BID SHEET
CITY OF AUSTIN
RE-IRRIGATION POND HARDWARE MAINTENANCE
REVISED**

BID NO. IFB-BV GLB0103
RX NO. 6300 15020300176
DATE: March 9, 2015
BUYER: Georgia Billela

Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies

Special Instructions: Commodity shall be bid on the basis of FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all required information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified.

NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.

1.0 EVALUATION CRITERIA FOR COST (51 POINTS)

Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points. Bidder submits the following prices for the following items below as described in the attached specification.

Item No.	Description	Estimated Annual	Unit of Measure	Unit Price	Extended Price
1.1	Scheduled maintenance visit: inspect motor, pump, control panel (including thermal-imaging), and irrigation equipment. 4 visits at 33 Ponds.	132	each	\$	\$
1.2	Addition work for post-rain event visits: test functionality of irrigation system, and test pump/motors systems & wet well controller. 2 visits at 33 ponds	66	each	\$	\$
1.3	Perform flow test. 1 visit at 33 ponds.	33	each	\$	\$
1.4	Vactor out pump well. 1 visit at 33 ponds.	33	each	\$	\$
1.5	Labor rate to perform repair.	200	hour	\$	\$
1.6	Labor rate to perform repair, 2 hour emergency response.	20	hour	\$	\$
1.7	GPS sprinkler head location	800	each	\$	\$
1.8	GPS location of well, control panel, and valve(s)	33	each	\$	\$
1.8	Pre/post construction meeting for new ponds, minimum 1 hour each	2	each	\$	\$

TOTAL AMOUNT: \$

2.0 For information purposes only, Bidder supplies the following:

2.1	Percentage discount/mark-up of equipment from manufacturer's published price list:	%
2.2	Percentage added to actual subcontractor labor costs:	%
2.3	Percentage mark up for 2-hour emergency response:	%

3.0 Bidders Single Point of Contact (SPOC)

Name printed: _____

Office phone: _____

Cell phone: _____

Email: _____

4.0 EVALUATION CRITERIA FOR EQUIPMENT LIST (9 POINTS)

HIGHLY PREFERRED is low emissions equipment, alternative fuel, electric power, and equipment manufactured on or after 2007 with low emissions profile.

Examples of alternative fuels include propane, natural gas, bio-diesel, and electric.

Completed Attachment "C" Equipment Inventory List

5.0 EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE CERTIFICATIONS, EDUCATION, AND EXPERIENCE (30 POINTS)

The below items can be demonstrated with resumes of the owner and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available.

5.1	Employee Roster, to include all employees to be used during the course of contract, noting their certifications, degrees, and experience with a minimum three (3) contiguous years required by Section 4.0 of the Specification.
5.2	Proof of current professional certifications, including State of Texas (TDLR) Master Electrician license, TCEQ licensed irrigator, and any and all pump and motor manufacturer repair certifications as required by Section 4.0 of the Specification.
5.3	Proof of staff qualified and experienced using Trimble GeoXT 2800 GPS with ArcGIS Mobile, or City approved equal, as required by Paragraph 4.3 of the Specification.
5.4	Business longevity, maintenance portfolio, association memberships as required by Section 4.3 of the Specification .
5.5	Provide at least five (5) references for provision of this or similar services over the past five (5) years. References provided shall be current, and not be an immediate family member of bidder, or any employee of bidder. Please use Attachment D

6.0 EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder 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. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

Team's Local Business Presence	Points Awarded
Local business presence of 90 - 100%	10
Local business presence of 75 - 89%	8
Local business presence of 50 - 74%	6
Local business presence of 25 - 49%	4
Local business presence of 1 - 24%	2

6.1: Specify if and by which definition the Bidder has a local business presence, and provide the address.

Our Local Presence is a Headquarter, and the address is:

Our Local Presence is a Branch Office, and the address is:

Please include your statement of warranty on bidders Letterhead

Company Name: POC

PHONE:

EMAIL:



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB-BV GLB0103** Addendum No: **1** Date of Addendum: **3/20/15**

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

I. Questions:

The following questions were posed by one or more contractors during a pre-bid meeting. Each question (Q) is followed by its answer (A).

1. (Q) What if the equipment I have will not pull the pump out and could risk our equipment or damage the pump?

(A) Stop and Call the Contract Manager and City will assess the situation

2. (Q) Referring to 7.1.1 in getting with the City, Is this a structure class room or what is entailed with getting with the City of Austin?

(A) City will set the meeting. This will be decided during the kick off meeting

3. (Q) Referring to 7.1.4 on the initial visitation of ponds if vendor goes out and there is for example sunflowers are in the way of the panel, can vendor knock them down or does vendor have to contact City?.

(A) You are able to take care of that to get to panel. This is referring to when actually out around the irrigation heads there is certain requirements for clearance around those heads and if you see ones block in some fashion then contact City – contract manager.

4. (Q) On the FTP site will there be something to show that vendor or City entered or added items to the FTP site for example a secure password for the vendor and one for the City.

(A) This will be verified with department IT and answered during the kick off meeting.

5. (Q) Referring to 7.2.3b there is certain requirements for a strap-on-flow meter that you have to have a certain amount of lay link of pipe in order to get a fairly accurate and if you don't have sufficient amount of discharge piping to do this then the only way is to excavate if you really wanted a flow meter it. Or are you talking about anything currently available that we could put a strap-on-meter on would be fine?

(A) This is base line information that will be determine on the initial pond assessment and then vendor would put on the FTP site that a pond is able/unable to have a strap-on-flow meter.

II. Clarifications:

1. Within the Scope of Work 0500 Paragraph 7.1 General Requirements, 7.1.5 is changed to read: The Contractor shall not attempt to mark any area known to contain a hazard (e.g., bee hive or other type of pests). The Contractor shall notify the City within 48 hours of discovery of hazard. **The only pesticide Contractor is allowed to use is for spot application where pests are in or around equipment. The City strongly encourages restraint of pesticide application.**
2. With the Scope of Work 0500 Paragraph 7.2 Regular Visits, 7.2.3 c is changed to read: Check functionality of all irrigation heads, controllers and pipe lines, weather permitting. In particular, Contractor shall determine if any sprinkler heads are broken, clogged, or not spraying properly, **cleaning out any vegetation that restricts the flow from any sprinkler head**, and that irrigation lines are not clogged and/or broken.
3. Within the Scope of Work 0500 Paragraph 7.3 Diagnosis and Repair Services, 7.3.2 is replaced with: Contractor shall obtain prior City approval for pulling, replacing, modifying, or upgrading any pumps/motors, especially if the current pump/motor will leave the site.
4. Within the Scope of Work 0500 Paragraph 11.0 Warranty,
11.1 is replaced with: Contractor shall provide, at a minimum, the manufacturer's warranty (to begin on the date of final installation) on all repair parts.
11.2 is changed to read: Contractor shall provide a minimum of **ninety (90) days** warranty on services provided
11.3 is changed to read: **On all pumps and motors repaired, Contractor or repair depot shall provide certification that the repaired parts will perform as designed for the same time as the original manufacturer's warranty.**

III. Additional information:

1. Section 0600 bid sheet is replaced with Section 0600 Revised Bid Sheet.
2. Attached are the sign-in sheets from those that attended the Pre-Bid meeting.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



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

ACKNOWLEDGED BY:

SUPPLIER

AUTHORIZED SIGNATURE

DATE

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



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB-BV GLB0103** Addendum No: **2** Date of Addendum: **4/1/15**

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

I. Clarifications:

The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on Wednesday April 8, 2015. Bids will be accepted until 2:00 PM on April 8, 2015.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in black ink, appearing to read "G. Billela", is written over a horizontal line.

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

ACKNOWLEDGED BY:

SUPPLIER

AUTHORIZED SIGNATURE

DATE

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