

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Gillette Air Conditioning, Inc. (“Contractor”)  
for  
Domestic & Heating Hot Water Boiler Inspections for ABIA  
GC150000009**

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 Gillette Air Conditioning, Inc. having offices at San Antonio , TX 78201 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 PAX0061.

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

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), PAX0061 including all documents incorporated by reference
- 1.1.3 Gillette Air Conditioning, Inc.’s Offer, dated 06/04/2015, including subsequent clarifications

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

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

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) 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 \$29,450.00 for the initial Contract term and \$29,450.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 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.

**City of Austin**

Sai Xoomsai Purcell

Printed Name of Authorized Person

A handwritten signature in black ink, appearing to read "Sai Xoomsai Purcell", written over a horizontal line.

Signature

Senior Buyer Specialist

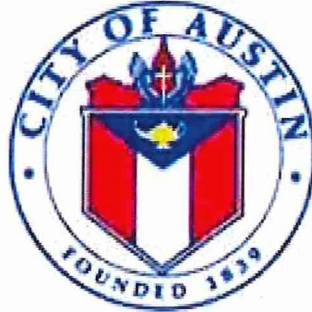
Title:

07/08/2015

Date:



**Gillette**  
**AIR CONDITIONING CO., INC.**



*City of Austin Texas Boiler Inspection, Maintenance, and  
Repair Service*

*Solicitation No: PAX0061*

*Gillette Air Conditioning Representative \* Mary Perez \* 210-825-8538*

*1215 San Francisco San Antonio, Texas 78201-4688*

*Phone (210) 735-9235\*[www.gillette-ac.com](http://www.gillette-ac.com)\*Fax (210) 736-1932*

*Regulated by the Texas Departments of Licensing and Regulation*

*P.O. Box 12157\*Austin, TX 78971\*Phone (800) 803-9202*

*TACLA000726C*



# **Gillette**

## **AIR CONDITIONING CO., INC.**

1215 San Francisco • San Antonio, Texas 78201-4688 • (210) 735-9235 • Fax (210) 736-1932

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### **City of Austin Texas Boiler Inspection, Maintenance, and Repair Service**

#### **Solicitation No: PAX0061**

#### **TABLE OF CONTENTS**

##### **Section 1**

- Addendum No 1.
- Specifications 0500
- Bid Sheet 0600



##### **Section 2**

- Local Business Presence Identification 0605
- Reference Sheet 0700
- Living Wages Contractor Certification 0815
- Non-Resident Bidder Provisions 0835
- Supplemental Purchase Provisions
- Non-Collusion, Non-Conflict of Interest, and Anti-Lobbing

##### **Section 3**

- License, Bond, Insurance Information, and W-9
- Capabilities, Organizational Chart, Work Order Flow Chart
- Corporate Background, Experience, and Project list
- HUB Information, Master License, and Certificates



## ***Section 1***



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0061**

**Addendum No: 1**

**Date: 06/01/2015**

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This addendum is incorporating the following changes to the above-referenced IFB.

**1.0 BID DUE PRIOR TO has been extended to: 06/17/2015, 2:00 pm, local time**

**BID OPENING TIME AND DATE has been extended to: 06/17/2015, 2:15 pm, local time**

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, This Addendum is hereby incorporated and made a part of the above referenced solicitation.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Sai Xoomsai Purcell".

06/01/2015

Sai Xoomsai Purcell  
Purchasing Office, 512-972-4016

A handwritten signature in black ink, followed by the date "6-4-15" written vertically.



## CITY OF AUSTIN, TEXAS

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

SOLICITATION NO: PAX0061

DATE ISSUED: 05/18/2015

REQUISITION NO.: 15020300174

COMMODITY CODE: 94125  
FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:

Sai Xoomsai Purcell  
Senior Buyer Specialist

Phone: (512) 972-4016

E-Mail: [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov)

COMMODITY/SERVICE DESCRIPTION: Boiler Inspection,  
Maintenance, and Repair Services

BID DUE PRIOR TO: 06/03/2015, 2:00pm, local time

BID OPENING TIME AND DATE: 06/03/2015, 2:00pm, local time

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

LIVE BID OPENING ONLINE:

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

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

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

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 # PAX0061	Purchasing Office-Response Enclosed for Solicitation # PAX0061
P.O. Box 1088	124 W 8 <sup>th</sup> 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, \_\_ COPIES, AND 1 ELECTRONIC 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	6
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

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

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

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

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

Company Name: Gillette Air Conditioning Inc.

Company Address: 1215 San Francisco

City, State, Zip: San Antonio TX 78201

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Mary Perez

Title: Account Manager

Signature of Officer or Authorized Representative: [Signature]

Date: 6-4-15

Email Address: mep@gillette-ac.com

Phone Number: 210-825-8538

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



**BID SHEET  
CITY OF AUSTIN  
IFB PAX0061**

**Special Instructions:**

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

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

**SECTION A - AVIATION DEPARTMENT ANNUAL MAINTENANCE**

ITEM	Location	Boiler #	Boiler	# at Site	Annual Rate
1	Main Airport Terminal 3600 Presidential	200121	HW670-932 Hot Water Boiler	1	\$ 1,400
2		200122	HW670-932 Hot Water Boiler	1	\$ 1,400
3	Maintenance Complex 3601 Bergstrom Drive	206378	H3-0331 Gas Fired	1	\$ 1,400
4	Central Plant 9815 Service Road	193548	CBI 700 300 125 Gas Fired	1	\$ 1,400
5		193549	CBI 700 300 125 Gas Fired	1	\$ 1,400
6		243734	EVCA2000BN1-UCF Gas Fired	1	\$ 1,400
7		243735	EVCA2000BN1-UCF Gas Fired	1	\$ 1,400
8	Communications Center 2901 Employee Ave	179956	WL60 Gas Fired	1	\$ 1,400
9	LRC 2800 Spirit of Texas	179061	HH0400C N01H Gas Fired	1	\$ 1,400
10	P&E 2716 Spirit of Texas	179979	WGFD-900 Gas Fired	1	\$ 1,400
11	ARFF 3300 General Aviation		WL60 Gas Fired	1	\$ 1,400
12	Info Systems 3011 Employee Avenue	203576		1	\$ 1,400
SECTION A SUBTOTAL					\$ 16,800

**SECTION B - AS NEEDED REPAIR SERVICE CALLS**

ITEM	Type Service Call	Est. # Annual Hours	Hourly Rate	Extended Rate
13	Routine Repair Service Business Day	20	\$ 120	\$ 2,400
14	Routine Repair Service After hours	20	\$ 180	\$ 3,600
15	Emergency Repair Call	20	\$ 120	\$ 2,400
SECTION B SUBTOTAL				\$ 8,400

## SECTION C - PARTS DISCOUNT

ITEM	Description	Estimated Amount	% Discount	Extended Amount (est. amt - % discount)
16	% Discount based on manufacture's suggested retail price for parts.	\$5,000	% 15	\$ 4,250
GRAND TOTAL (SECTION A+B+C)				\$ 29,450

COMPANY NAME: Gillette Air ConditioningSIGNATURE OF AUTHORIZED REPRESENTATIVE: Mary PerezPRINTED NAME: Mary PerezEMAIL ADDRESS: mep@gillette-ac.com



## ***Section 2***

**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	Gillette Air Conditioning Inc.					
Physical Address	1215 San Francisco SA TX 78201					
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

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Gillette Air Conditioning Inc.

1. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Texas Parks & Wildlife  
Chris Deichmann Facility Manager  
4200 Smith School Rd.  
Austin Tx 78744  
(512) 844-8994 Fax Number 512-389-8050  
Chris.Deichmann@tpwd.texas.gov

2. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

San Antonio Water Systems  
Robert Gawlik Mgr - Mech Maint & Spec Proj.  
3495 Valley Rd.  
San Antonio Tx 78221  
(210) 233-3233 Fax Number (830) 583-6073  
Robert.Gawlik@SAWS.ORG

3. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

City Public Service  
George Lumbreras Facility Mgr.  
Po Box 2921 SA TX 78299  
San Antonio TX  
210-844-4752 Fax Number 210-353-2522  
glumreras@cpsenergy.com

**Section 0815: Living Wages Contractor Certification**

Company Name Gillette Air Conditioning Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title
Justin Larson	Service Tech
John Rojas	Service Tech
Johnny Hoekstra	Service Tech
Buckley Johnson	Service Tech

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

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

Company Name Gillette Air Conditioning Inc.

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

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

Answer: Resident 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 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: N/A 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: N/A

**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

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

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.



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

**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>

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

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.

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

- 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.

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

- 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

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

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

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

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

**31. INDEMNITY:**

**A. Definitions:**

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

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

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

**A. General Requirements.**

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

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

- 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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the



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

Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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

thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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

mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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

**54. EQUAL OPPORTUNITY**

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

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

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by five business days prior to the bid closing date to [Sai.Xoomsai@austintexas.gov](mailto:Sai.Xoomsai@austintexas.gov)

2. **INSURANCE:** Insurance is required for this solicitation.

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to five additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **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.
  - B. Invoices for all preventative maintenance, testing, and inspecting shall be submitted annually within 5 (five) business days of the completed work. Invoices for emergency and routine repairs shall be submitted within 5 (five) business days of the completed repair. All invoices shall be mailed to the following address for processing.

	City of Austin
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**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Department	Aviation Department
Attn:	Account Payable
Address	3600 Presidential Blvd
City, State Zip Code	Austin, TX 78719

- C. Invoices shall include, but not be limited to the following requirements. The City shall not process incomplete invoices.
- Boiler System Serviced, Inspected, or Tested.
  - Date the service was performed.
  - Time vender was notified.
  - Time Vender arrived on site.
  - Time Vender completed work.
  - Labor hours expended.
  - Parts replaced (must be descriptive, micro-switch, etc.)
  - Cause of Failure (brief description)
  - Signed Time Ticket
- D. 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.

**6. 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.

**7. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- C. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.



CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS

8. **LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to 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>

CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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

11. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 month 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 percent (20%) 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.

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

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

Weight % or \$ of Base Price: 100	
Database Name: Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Private Industry/Installation, maintenance, and repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

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

CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS

38. **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:

Mike Robinson

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Mike.Robinson@austintexas.gov

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512-530-7504

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[\[Print\]](#)[\[Close Window\]](#)**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ-E****For vendor or other person doing business with local government entity**

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code, by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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1. Name of person doing business with local governmental entity.

**Mary E Perez**

Name of company doing business with local governmental entity.

**Gillette Air Conditioning Inc.**

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2. Check this box if you are filing an update to a previously filed questionnaire.

**NO**

---

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to expenditure of money.

**None**

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the government entity that is the subject of this questionnaire.

**None**

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5. Name of the local government officer with whom filer has affiliation or business relationship. Complete this section only if the answer to A, B, or C is YES.

**None**

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? **No**

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? **No**

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent for more? **No**

D. Describe each affiliation or business relationship.

**None**

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6. Describe any other affiliation or business relationship that might cause a conflict of interest. **None**

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7. Electronic Certification

I, **Mary Perez** , hereby swear or affirm that I completed the online Form CIQ-E on **June 04, 2015**.

E-mail address: **mep@gillette-ac.com**



**City of Austin**  
**Boiler Inspection, Maintenance, and Repair Services**  
**Scope of Work**

**1.0 PURPOSE**

The purpose of this Invitation for Bid (IFB) is to establish an annual agreement for inspection, maintenance, and repair services for City of Austin (City). The successful vendor (Contractor) will be the one submitting the lowest responsive bid. The City reserves the right to add or delete boilers to a contract award as a result of this solicitation. Quote for new boiler(s) shall be provided to the City Contract Manager for review and approval prior to work commencing.

This Scope of Work does not cover the purchase and installation of a new boiler system.

**2.0 REQUIREMENTS**

**2.1 Experience Requirements**

To be considered a qualified Bidder, Contractor shall have a minimum of five (5) consecutive years' experience in performing boiler inspection, maintenance, and repair services.

**2.2 Contractor Requirements**

**2.2.A Single Point of Contact (SPOC)**

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

**2.2.B** The Contractor shall have all necessary test and service equipment and related repair parts in quantities to maintain all equipment. Repair parts ordered shall be delivered within 5 working days after notification.

**2.2.C** The Contractor shall employ personnel who are skilled in the performance of boiler inspection, maintenance, testing, and repair service.

**2.2.D** Contractor's staff assigned to the project shall wear a uniform, including safety equipment and company issued photo identification. Uniforms shall be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.

**2.3 Scope of Work**

**2.3.A** The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, and training required for responsive service.

**2.3.B** When requested by the City, the Contractor shall provide a published price list or materials catalog which will be used to purchase materials for the servicing of facilities.

**2.3.C** The Contract Manager has the right to dismiss any Contractor's staff whose conduct is improper, inappropriate, or offensive. Such employees shall not return on City property without the written consent of the Contract Manager.

**City of Austin**  
**Boiler Inspection, Maintenance, and Repair Services**  
**Scope of Work**

- 2.3.D All materials used must be factory new and free of defects in materials and workmanship. Repair parts and components shall conform to OEM specifications.
- 2.3.E Contractor shall notifying Site Manager at each work site prior to beginning work at each location.
- 2.3.F Repair Services
1. Contract Manager or designee will scheduled all services require on as needed basis. Unless otherwise specified by the Contract Manager or designee, the Contractor shall have one (1) business days to submit the itemized quote for the requested job. The City will issue a written approval of the project quote and the Contractor shall begin the work within one (1) business day of the approval unless otherwise specified by the Contract Manager or designee at time of submittal.
  2. It shall be the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal.
  3. Submission of the job proposal shall be the evidence that the contractor is familiar with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of work, including equipment, materials, and labor required.
  4. Each job proposal shall be per hourly bid rate plus materials per Contractor's submitted Section 0600.
  5. Contractor shall be responsible for acquiring all necessary permits to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice.
  6. The job quote shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses will be included in the hourly bid rates.
- 2.3.G Annual Inspection and Maintenance Services
- At minimum work shall include:
1. Clean Boilers, Brush Tubes, inspect and repair refractory seals.
  2. Change out Gaskets using Fireside Kit #880-655 and Waterside Kit #880-212.
  3. Check operation of system safeties.
  4. Check and adjust combustion controls for optimum operational efficiency. (Utilize flue gas analyzer).
  5. Clean fireside surfaces.
  6. Clean breeching.
  7. Inspect and clean waterside surfaces.



**City of Austin**  
**Boiler Inspection, Maintenance, and Repair Services**  
**Scope of Work**

8. Inspect induced flue gas recirculation system and fan impeller.

**2.3.H Work Area**

1. Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
2. Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
3. Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee
4. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project as well as all tools, equipment, machinery and surplus materials.
5. Should the Contractor's staff cause any damage to City property, the Contractor shall inform the Contract Manager immediately. Repairs or replacement cause by Contractor or Contractor's staff shall be made to the satisfaction of the Contract Manager at no cost to the City. The City may, however, elect to make the repairs or replacements of damaged property and deduct the cost from the Contractor

**2.4 Hours of Service**

- 2.4.A Normal working hours are defined as Monday through Friday from 6:00 a.m. to 5:00 pm. After hours are defined as Monday through Friday from 5:01 pm to 5:59 am, weekend, and official City holidays.  
<http://www.ci.austin.tx.us/help/holidays.htm>
- 2.4.B Emergency service shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days a year with a maximum response time of two (2) hours and a six (6) hour on-site response time.

**2.5 Warranty**

- 2.5.A Contractor shall provide documentation of manufacturer's warranty (if any) along with the final invoice. Contractor shall provide a written warranty for all parts and labor and workmanship upon completion of each job. Warranty shall be guaranteed for a minimum of one year from completion date and shall be warrantied against any malfunctions or defects in products, parts, and against faulty services. If the manufacturer's warranty is longer for any part (s) provided in repair, service work performed, and then the longest warranty shall apply.
- 2.5.B Contractor shall warrant all materials and workmanship for a period of one (1) year from acceptance of the work (approval of project invoice) by the Contract Manager.

**City of Austin  
Boiler Inspection, Maintenance, and Repair Services  
Scope of Work**

**3.0 RECORD KEEPING REQUIREMENTS**

The Contractor shall maintain maintenance records and provide the report to the Contract Manager on a monthly basis. A copy of this report shall be provided within 5 (five) business days of the completed service.

At minimum, the reports shall include:

- Date and time service was performed.
- Boiler location inspected and/or serviced.
- Explanation of the type of service and any parts that were replaced include any related cost.
- Name of the person performing the service.

## ***Section 3***

## **LICENSE, BOND, AND INSURANCE INFORMATION**

**Texas State License – TACLA000762C**

**Texas State License – TACLA000763C**

**National Board Stamp – “R” & “S”**

**RSES – Certified Freon Handling #049200625**

**Gillette Air Conditioning Co., Inc. is bondable through its agent, CAN Continental Casualty.**

**Gillette Air Conditioning Co., Inc. is insured for Workman’s Compensation, Public Liability, etc...through Dan Corrigan Insurance Agency.**

Form **W-9** (Rev. 8-2013)

## Capabilities

Gillette Air conditioning currently has 24 NATE Certified Service Technicians on staff with a very broad knowledgebase of equipment not specific to one brand, manufacturer or type. This enables us to be better prepared for any situation that may arise in your need for service repair and maintenance. If there is a specific need of additional training certification GAC will source that training ASAP to ensure service and maintenance requirements meet and exceed manufacturer recommendations and customer requirements.

If awarded this solicitation GAC will continually coordinate with your site staff to insure timely service and perform equipment maintenances in the planned opportune times with a technician that best fits the tasking and knowledge level required to maintain or repair the equipment selected. Gillette Air Conditioning is a full-service mechanical contractor and will not require any subcontractors to assist with this solicitation.

As stated before Gillette Air Conditioning Company currently has 18 trained service technicians with fully stocked service vans on staff. We will assign (2) Primary Senior Technicians and (2) Helper Apprentices to this contract and back fill additional support when needed. Utilizing the same primary technicians will allow for rapid familiarization of the equipment and service locations and improve communication and build trust with the site staff. If additional assigned primary technicians are needed GAC will supply as needed to meet any requirement to perform the work at the highest level.

Our Management staff consist of a Service General Manager who is ultimately responsible for all service operations and management.

A Service Manager who coordinates with the dispatchers all work scheduling, manpower and training.

A Project Manager who coordinates all project work that requires a phased or planned replacement of equipment.

(2) Dispatchers that coordinate and field all requests for service, repair and planned maintenance then directs the appropriate technician to the call.

(2) Field Supervisors that provide support to their assigned team of technicians and apprentices. Field Supervisors also perform Service Score Cards, These cards are an evaluation of service performed to insure the customer is getting superior service as well as evaluate performance of the technicians.

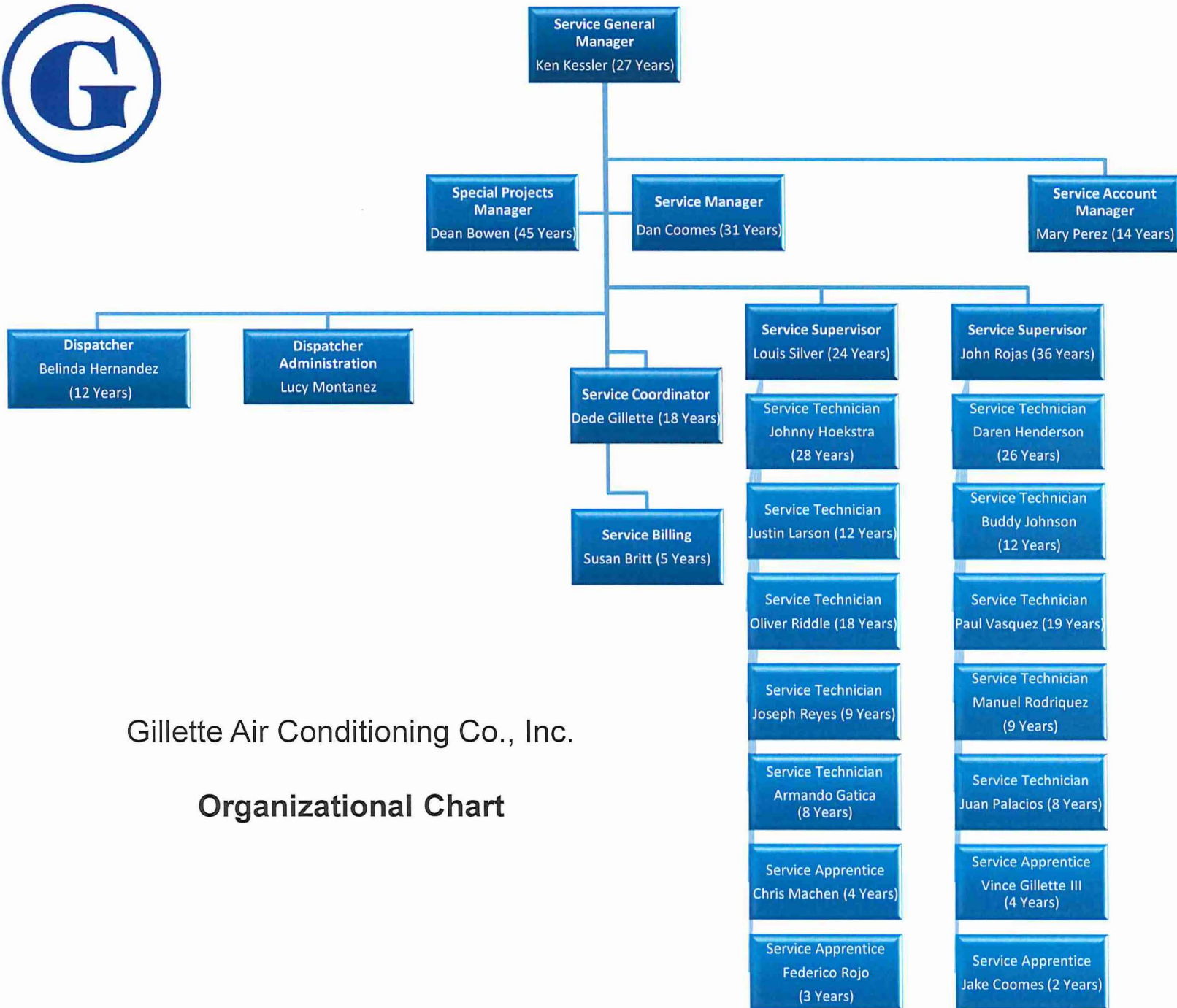
An Account Manager to provide support and assistance specifically for your service site. Your account manager works for you and will review all work, ensure customer satisfaction, resolve any issues that may need attention.

In addition to the service team, Gillette Air Conditioning had an additional 160 personnel on staff to assist with any other mechanical requirement you may have as well as a 100,000 sq. ft.' state of the art sheet metal fabrication and welding shop which will always be at your disposal.

**Please see the enclosed:**

\*Organizational Chart

\* Work Order Flow Chart

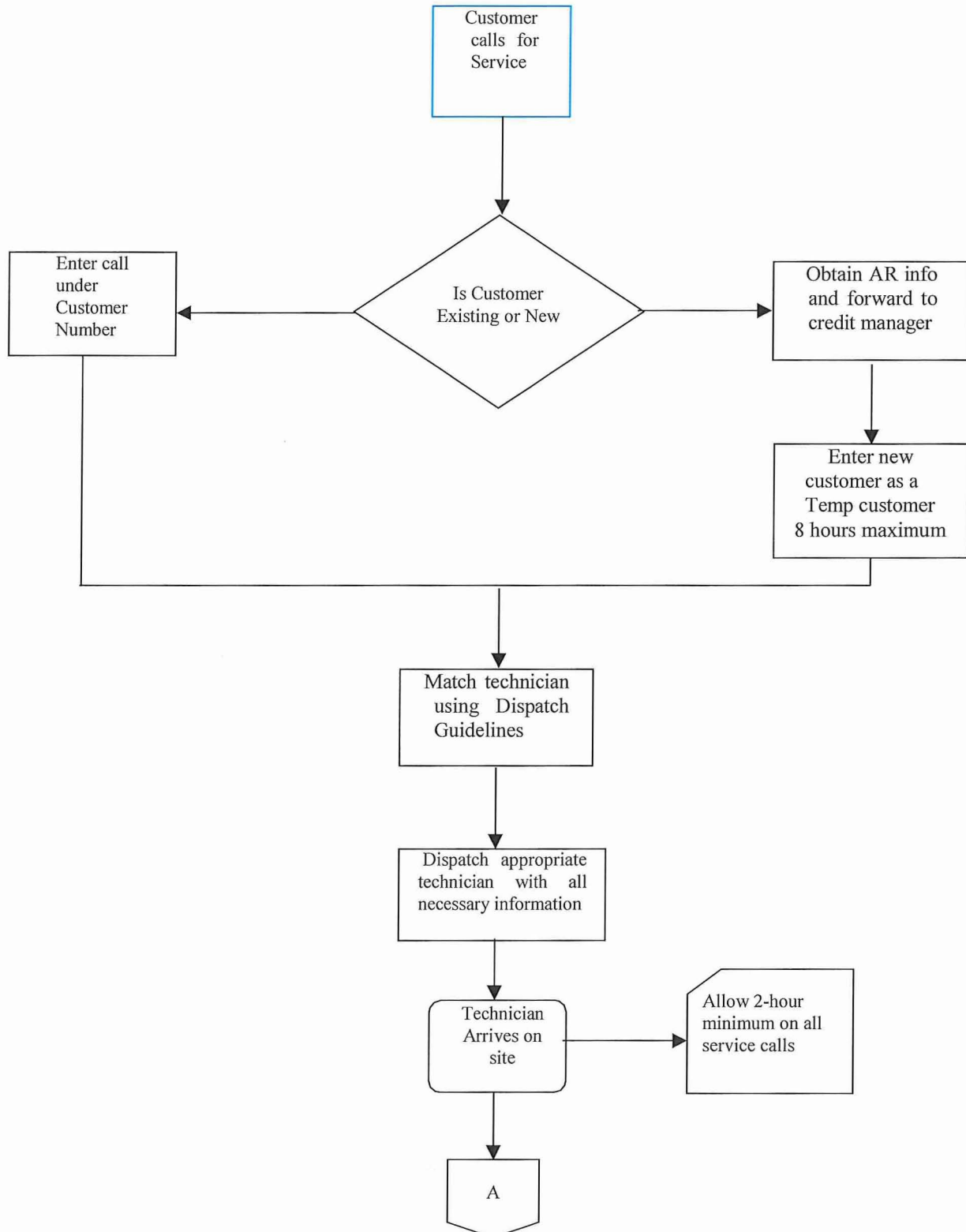


Gillette Air Conditioning Co., Inc.

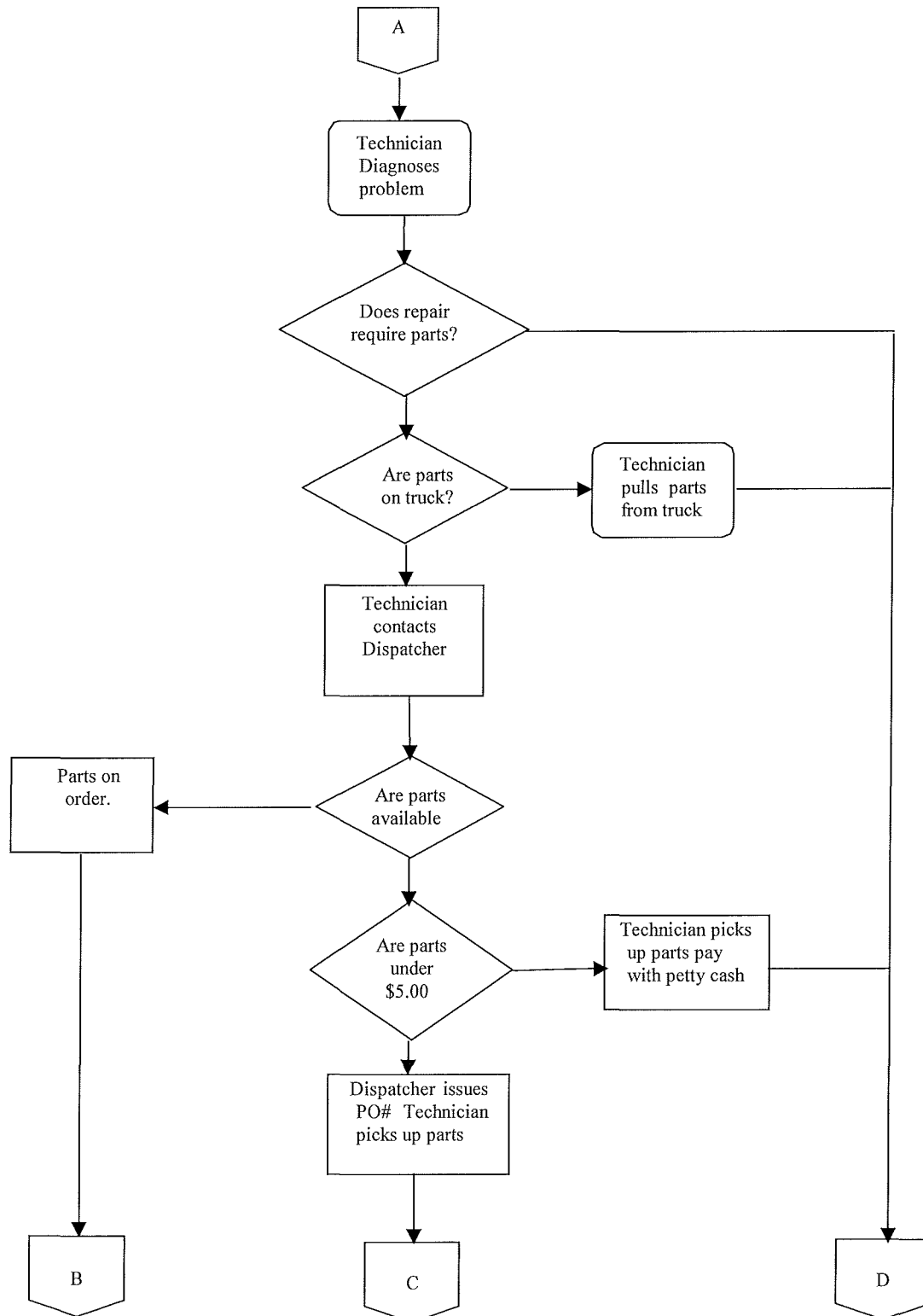
## Organizational Chart



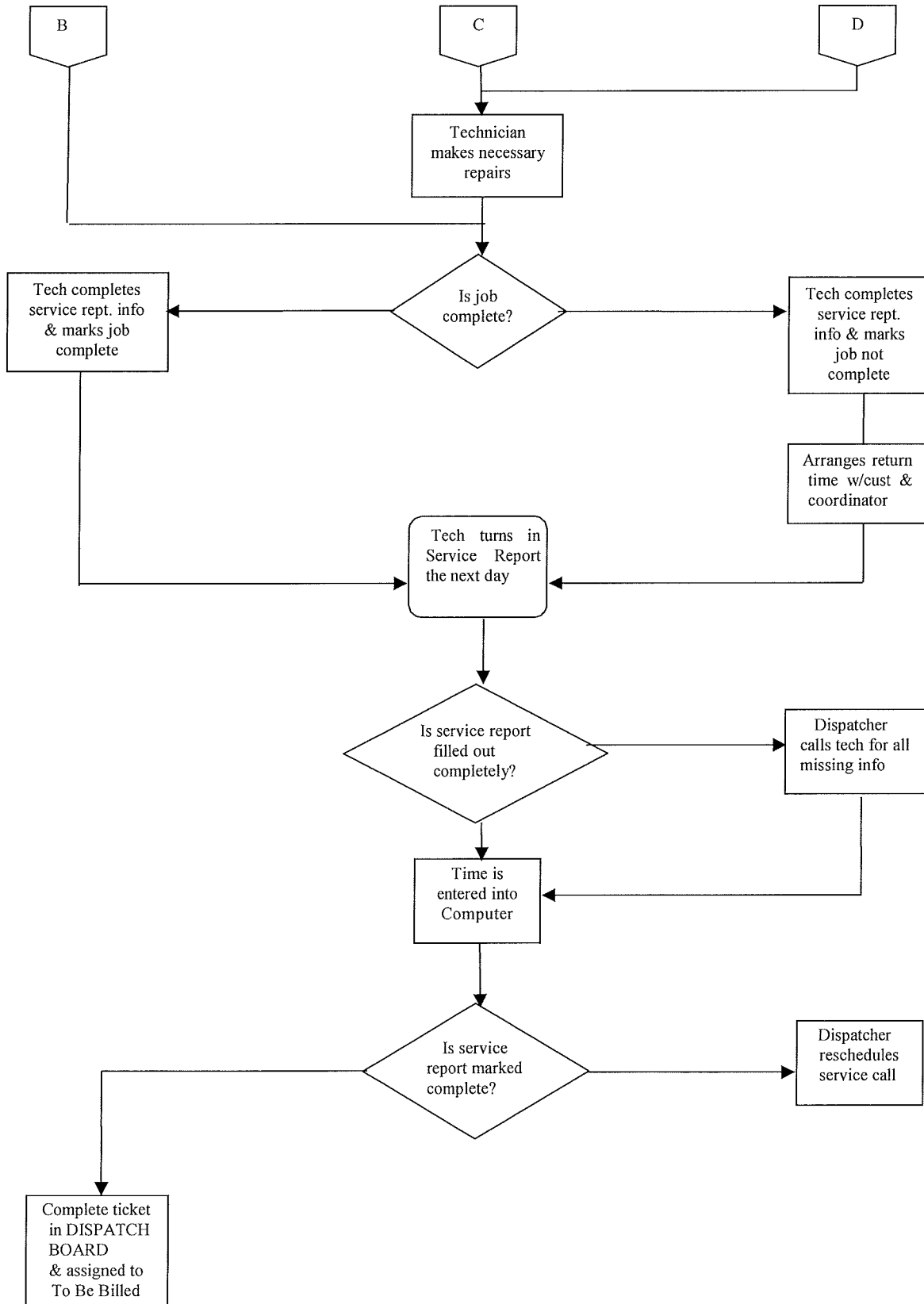
SERVICE CALL PROCESS



SERVICE CALL PROCESS



SERVICE CALL PROCESS



## **Corporate Background & Experience**

We would like to introduce Gillette Air Conditioning Company, Inc. Our areas of specialization include air conditioning, heating, refrigeration and boilers for commercial and industrial facilities. Gillette Air Conditioning was founded in 1959 and has developed into one of the largest service and construction companies in the San Antonio and Central Texas trade area.

Gillette's purpose has always been to provide customers with competent air conditioning & heating service. Installation, repair, preventative maintenance and emergency service are included in our experience and expertise. We are qualified to work on all types of HVAC equipment, controls and boilers regardless of size or manufacturer with ASME Certification for repairing pressure vessels and boilers. We also provide superior service on centrifugal, reciprocating and absorption chillers with qualified personnel.

Our facilities include 8,000 square feet of office space and 100,000 square feet dedicated to fabrication and storage. Gillette has a complete construction department capable of system design and planning, installation for residential and commercial customers. We also have a parts department with a large inventory of in-house parts.

For the intent of this solicitation Gillette Air Conditioning will not require sub-contractors to perform the work required. Gillette Air Conditioning over the last 56 years has had and currently have contracts with civilian, state and federal entities that are similar to this solicitation. In those 55 years of providing HVAC service and maintenance GAC has honed our operations from the lessons learned over time. From that knowledge and experience we feel we not only provide top notch service and repair but superior customer service with a personal connection with our customers.

Whatever the task or request GAC is always at an arm's length away to assist your team, and will never back down from any challenge to help resolve our customer's problems. Our motto is and has always been "Can Do"!

Gillette Air Conditioning Company would like to assist you with the vital and demanding needs of your HVAC system. Thank you for your time and consideration.

**\*Please see attached Project list for your review.**

## On-Going Construction Projects

Name of Project	Owner	Architect	Architect's Phone	Total Worth of Work in Progress	General Contractor	General Contractor Phone
Hawthorne Academy 115 West Josphine Street San Antonio, TX 78212	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Alamo Architects 1512 South Flores Street San Antonio, TX 78204	210-227-2612	\$2,825,933.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
Rush Truck Center - San Antonio 8950 IH 10 East San Antonio, TX 78219	Rush Truck Enterprises 555 IH 35 South, Ste. 500 New Braunfels, TX 78130	Design Architects Plus, Inc. 1501 SW 104th Oklahoma City, OK 73159	405-691-9900	\$1,192,826.00	Comanche Contractors, LP 10450 Westoffice Drive Houston, TX 77042	713-862-4545
Brackenridge High School 400 Eagleland Drive San Antonio, TX 78210	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	SHW Group Architects 1344 South Flores, Ste. 201 San Antonio, TX 78204	210-223-9588	\$2,911,750.00	Guido/Sundt Joint Ventures 911 Central Parkway N, Ste. 375 San Antonio, TX 78232	210-276-2762
Woodlawn Elementary School 1717 W Magnolia Ave. San Antonio, TX 78201	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Morris Architects 1001 Fannin Street, Ste. 300 Houston, TX 77002	713-662-1180	\$1,348,515.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
Hirsch Elementary School 4826 Sea Breeze San Antonio, TX 78220	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Sprinkle & Co., Architects 506 Brooklyn Ave San Antonio, TX 78215	210-227-7722	\$2,401,520.00	D Wilson Construction 12051 Starcrest Drive San Antonio, TX 78247	210-490-7600
Holt Little Elm 27600 E. Hwy 380 Little Elm, TX 75068	Holt Texas Limited dba Holt CAT 3302 South WW White Road San Antonio, TX 78222	Acuform Architecture 10223 McAllister Fwy, Ste. 205 San Antonio, TX 78216	210-829-1600	\$862,391.00	AUI 4775 North Freeway Ft. Worth, TX 76106	817-926-4377
Burbank High School 1002 Edward Street San Antonio, TX 78204	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Garza/Bomderger & Associates 5545 Fredericksburg Road, Ste. 100 San Antonio, TX 78229	210-349-7000	\$2,911,750.00	Guido/Sundt Joint Ventures 911 Central Parkway N, Ste. 375 San Antonio, TX 78232	210-276-2762
Fox Tech High School 637 N Main Ave. San Antonio, TX 78205	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Noonan Rittimann Architects 2002 N St. Mary's Street San Antonio, TX 78212	210-226-0203	\$489,500.00	Amstar, Inc. 1211 Pleasanton Road San Antonio, TX 78214	210-927-5705
Bonham Academy 925 S St. Mary's Street San Antonio, TX 78205	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Marmon Mok Architecture 700 N. St. Mary's, Ste. 1600 San Antonio, TX 78205	210-223-9492	\$2,024,300.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
Sam Houston High School 4635 Houston Street San Antonio, TX 78220	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	KAI Texas 1100 NW Loop 410, Ste. 700 San Antonio, TX 78213	210-366-8833	\$1,224,564.00	Joeris General Contractors 1390 E. Bitters Road San Antonio, TX 78216	210-494-1638
First Baptist Church of San Antonio - Webb Hall 515 McCullough Ave. San Antonio, TX 78215	First Baptist Church of San Antonio 515 McCullough Ave. San Antonio, TX 78215	MS2 Consulting Engineers 8210 IH 10 West, Ste. 312 San Antonio, TX 78230	210-736-4265	\$1,196,878.00	First Baptist Church of San Antonio 515 McCullough Ave. San Antonio, TX 78215	210-226-0363

## On-Going Construction Projects

Name of Project	Owner	Architect	Architect's Phone	Total Worth of Work in Progress	General Contractor	General Contractor Phone
French Ellison Truck Center 9010 IH 10 East San Antonio, TX 78109	French Ellison Truck Center, Ltd 9010 IH 10 East San Antonio, TX 78109	CDI Douglass Pye 5120 Woodway Drive, Ste. 7050 Houston, TX 77056	713-783-5900	\$78,467.00	Teal Construction Company 1335 Brittmoore Houston, TX 77043	713-465-8306
Harlandale High School Health Science Technology Building 114 E Gerald Ave. San Antonio, TX 78214	Harlandale ISD 102 Genevieve Drive San Antonio, TX 78214	RVK, Inc. 745 E Mulberry Ave., Ste. 601 San Antonio, TX 78212	210-733-3535	\$259,762.00	Koontz McComb Construction 755 E Mulberry Ave., Ste. 100 San Antonio, TX 78212	210-829-2600
McCollum High School Automotive Technology Building 500 W. Formosa Blvd. San Antonio, TX 78221	Harlandale ISD 102 Genevieve Drive San Antonio, TX 78214	RVK, Inc. 745 E Mulberry Ave., Ste. 601 San Antonio, TX 78212	210-733-3535	\$109,077.00	Koontz McComb Construction 755 E Mulberry Ave., Ste. 100 San Antonio, TX 78212	210-829-2600
Fort Sam Houston ISD Cole High School 4001 Winans Road San Antonio, TX 78234  Ft. Sam Houston Elementary School 3370 Nursery Road San Antonio, TX 78234	Fort Sam Houston ISD 4005 Winans Road San Antonio, TX 78234	Stantec Architects, Inc. 1344 S Flores, Ste 201 San Antonio, TX 78204	210-223-9588	\$1,126,000.00	DL Bandy Constructors, Inc. PO Box 1529 San Marcos, TX 78667	512-754-6661
Steele High School 1300 FM 1103 Cibolo, TX 78109	Schertz Cibolo Universal City ISD 1960 Elbel Road Schertz, TX 78154	Pfluger Architects 1901 N New Braunfels San Antonio, TX 78208	210-227-2724	\$2,753,360.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
Holt Bridgeport 707 U.S. 380 Bridgeport, TX 76426	Holt Texas Limited dba Holt CAT 1956 South WW White Road San Antonio, TX 78222	Acuform Architecture 10223 McAllister Fwy, Ste. 205 San Antonio, TX 78216	210-829-1600	\$76,365.00	Hooker Contracting 8531 Leslie Road, Ste. 102 San Antonio, TX 78254	210-492-9411
Rush Truck Center - Odessa 7450 Interstate 20 Service Road Odessa, TX 79763	Rush Truck Enterprises 555 IH 35 South, Ste. 500 New Braunels, TX 78130	Design Architects Plus, Inc. 1501 SW 104th Oklahoma City, OK 73159	405-691-9900	\$2,137,000.00	Comanche Contractors, LP 10450 Westoffice Drive Houston, TX 77042	713-862-4545
Centerview Medical Office 4611 Centerview San Antonio, TX 78228	Centerview Real Estate LLC 306 Geneseo Road San Antonio, TX 78209	JMS Architects, Inc. 2115 Anchor Dr., Ste. 3 San Antonio, TX 78213	210-738-2260	\$322,500.00	Hooker Contracting 8531 Leslie Road, Ste. 102 San Antonio, TX 78254	210-492-9411
SAWS Water Resources Integration Program - Twin Oaks West Pump Station Phase I 4588 Hardy Road Elmendorf, TX 78112	San Antonio Water Systems	Black & Veatch 14100 San Pedro Ave., Ste. 410 San Antonio, TX 78232	210-404-1330	\$279,000.00	Garney Companies, Inc. 1333 NW Vivion Road Kansas City, MO 64118	816-536-6485
TOTAL AMOUNT OF WORK IN PROGRESS				\$26,531,458.00		

[illegible]



Project Completed	Name of Project	Owner	Architect	Architect's Phone	Contract Amount	General Contractor	Phone
2013	Zachry Industrial Hangar 800 Skyplace San Antonio, TX 78216	Zachry Industrial, Inc. 527 Logwood San Antonio, TX 78221	RVK, Inc. 745 E Mulberry Ave., Ste. 601 San Antonio, TX 78212	210-733-3535	\$612,954.00	SpawGlass Contractors 9331 Corporate Drive Selma, TX 78154	210-651-9000
2014	Zachry Middle School 9410 Timber Path San Antonio, TX 78250	Northside ISD 5900 Evers Road, Bldg E San Antonio, TX 78238	Cleary Zimmermann Engineering 1344 South Flores, Ste. 101 San Antonio, TX 78204	210-447-6100	1,070,000.00	Northside ISD 5900 Evers Road, Bldg E San Antonio, TX 78238	210-397-1200
2014	First Baptist Church of San Antonio 515 McCullough Ave. San Antonio, TX 78215	First Baptist Church of San Antonio 515 McCullough Ave. San Antonio, TX 78215	MS2 Consulting Engineers 8210 IH 10 West, Ste. 312 San Antonio, TX 78230	210-736-4265	1,135,000.00	First Baptist Church of San Antonio 515 McCullough Ave. San Antonio, TX 78215	210-226-0363
2014	Harlandale ISD Special Projects McCollum High School 500 W Formosa Blvd. San Antonio, TX 78221 Harlandale High Schools 114 E Gerald Ave. San Antonio, TX 78214	Harlandale ISD 102 Genevieve Drive San Antonio, TX 78214	RVK 745 E Mulberry Ave., Ste. 601 San Antonio, TX 78212	210-733-3535	172,050.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
2014	Kirby Middle School 5441 Old Seguin Road San Antonio, TX 78219	Judson ISD 8012 Shin Oak Live Oak, TX 78233	O'Connell Robertson, Inc. 4040 Broadway #200 San Antonio, TX 78209	210-224-6032	395,000.00	Journeyman Construction 7701 N Lamar, Ste. 100 Austin, TX 78752	512-247-7000
2014	Holt CAT 420 Marti Drive Cleburne, TX 76031	Holt Texas Limited dba Holt CAT 3302 South WW White Road San Antonio, TX 78222	MEP Engineering, Inc. 9830 Colonnade Blvd., Ste. 230 San Antonio, TX 78230	210-349-1400	\$12,400.00	Hooker Contracting 8531 Leslie Road, Ste. 102 San Antonio, TX 78254	210-492-9411
2014	Christ The King Catholic Church 2610 Perez San Antonio, TX 78207	Christ The King Catholic Church 2610 Perez San Antonio, TX 78207	N/A	N/A	\$35,970.00	Christ The King Catholic Church 2610 Perez San Antonio, TX 78207	210-734-2620
2014	Taft High School 11600 FM 471 W San Antonio, TX 78253	Northside ISD 5900 Evers Road, Bldg E San Antonio, TX 78238	Wallis Engineering Group, Inc. 8031 Broadway San Antonio, TX 78209	210-805-9001	\$1,360,000.00	D Wilson Construction 12051 Starcrest Drive San Antonio, TX 78247	210-490-7600
2014	Resolute Fitness Center 545 Creekside Crossing, Ste. 145 New Braunfels, TX 78130	Central Texas Corridor Hospital Company LLC dba Resolute Health One Lexington Medical Building 215 E. Quincy, Ste. 200 San Antonio, TX 78215	MDN Architects 9639 Mc Cullough Ave. San Antonio, TX 78216	210-340-2400	\$552,466.00	Middleman Construction Co., LLC 9631 McCullough Ave. San Antonio, TX 78216	210-342-6322
2014	Graebner Elementary School 530 Hoover Ave. San Antonio, TX	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	Wallis Engineering Group, Inc. 8031 Broadway San Antonio, TX 78209	210-805-9001	\$448,000.00	San Antonio ISD 141 Lavaca Street San Antonio, TX 78210	210-554-2200

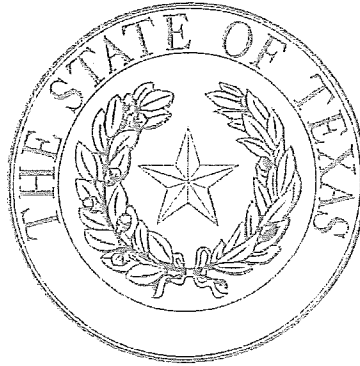
Project Completed	Name of Project	Owner	Architect	Architect's Phone	Contract Amount	General Contractor	Phone
2013	Pape Dawson Engineers, Inc. 2000 NW Loop 410 San Antonio, TX 78213	Castle Hills Commercial Center, LP 555 E Ramsey Road San Antonio, TX 782016	RVK 745 E Mulberry Ave., Ste. 601 San Antonio, TX 78212	210-733-3535	\$738,500.00	Koontz McComb Construction 755 E Mulberry Ave, Ste. 100 San Antonio, TX 78212	210-829-2600
2013	Comal County Courthouse 100 Main Plaza New Braunfels, TX 78130	Comal County, Texas 1297 Churchill New Braunfels, TX 78130	Volz and Associates 1105 W. 42nd Street Austin, TX 78756	Unk	\$807,243.07	RBR Construction, Inc. 1214 Mineral Wells Hwy Weatherford, TX 76086	817-341-1467
2013	Cole High School 1902 Winans Road San Antonio, TX 78234	Ft. Sam Houston ISD 1902 Winans Road San Antonio, TX 78234	McCall & Associates-AIA-Architects 8610 N New Braunfels, Suite 201 San Antonio, TX 78217	210-824-8400	\$484,000.00	Eaton Commerical 1032 Central Parkway S. San Antonio, TX 78232	210-599-3690
2013	Swim Center Complex 8400 N Loop 1604 W San Antonio, TX 78249	Northside ISD 5900 Evers Road San Antonio, TX 78238	PBK Architects 601 NW Loop 410, Ste. 400 San Antonio, TX 78216	210-829-0123	\$1,446,464.00	Bartlett Cocke LP 8706 Lockway San Antonio, TX 78217	210-655-1031
2013	Cielo Vista Elementary School (Dr. Sara B. Andrews) 26615 Toutant Beauregard San Antonio, TX 78255	Northside ISD 5900 Evers Road San Antonio, TX 78238	Noonan Rittmann Architects 2002 N St. Mary's San Antonio, TX 78212	210-226-0203	\$1,897,236.00	Bartlett Cocke LP 8706 Lockway San Antonio, TX 78217	210-655-1031
2013	CAT/TPS Test Cells 107 & 108 1815 Holt Way Seguin, TX 78155	Texas Power Systems, LLC 39533 Woodward Ave., Ste. 175 Bloomfield Hills, MI 48304	Flad Architects 644 Science Drive Madison, WI 53711	608-238-2661	857,760.00	ACS 3330 University Ave., Ste. 200 Madison, WI 53705	608-213-6464
2013	Glazer's Office & Distrubution Center 1002 South Callaghn Road San Antonio, TX 78227	Glazer's Investments 14911 Quorum Drive, Ste. 400 Dallas, TX 75254	Gromatzky Durpre & Associates 3090 Olive Street, Ste. 500 Dallas, TX 75219	214-871-9078	\$2,402,311.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
2013	NISD Swim Center Complex 8400 N Loop 1604W San Antonio, TX 78249	Northside ISD 5900 Evers Road, Bldg E San Antonio, TX 78238	PBK 601 NW Loop 410 San Antonio, TX 78216	210-829-0123	\$1,450,004.00	Bartlett Cocke General Contractors 8706 Lockway San Antonio, TX 78217	210-655-1031
2013	NISD Cafeteria & Kitchen Renovations Colby Glass Elementary 519 Clearview Drive San Antonio, TX 78228 Mary Hull Elementary 7320 Remuda Drive San Antonio, TX 78227 Westwood Terrace Elementary 2315 Hackmore Lane San Antonio, TX 78228	Northside ISD 5900 Evers Road, Bldg E San Antonio, TX 78238	O'Connell Robertson, Inc. 4040 Broadway #200 San Antonio, TX 78209	210-224-6032	312,000.00	Swinerton Builders 12400 Hwy 281 N #200 San Antonio, TX 78216	210-684-1770
2013	Holt San Antonio New Service Shop & Wash Rack 3302 South WW White Rd San Antonio, TX 78222	Holt Texas Limited dba Holt CAT 3302 South WW White Road San Antonio, TX 78222	JMS Architects 2115 Anchor Drive, Ste. 3 San Antonio, TX 78213	210-738-2260	\$659,258.00	Hooker Contracting 8531 Leslie Road, Ste. 102 San Antonio, TX 78254	210-492-9411

## **Historically Underutilized Business**

Gillette Air Conditioning Inc. does not qualify for HUB certification due to its size and revenue that is generated, but actively works with HUB certified companies. GAC always makes a good faith effort to utilize HUBs in contracts for State and government agencies to include construction, service, and Commodities purchases. Please see attached HUB certifications of companies that we currently use, GAC also uses the Comptroller's Web-based HUB Directory.

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

### **YATES COMPANY, LLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 01-JUN-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1453960567600  
File/Vendor Number: 474462  
Approval Date: 31-MAY-2012  
Expiration Date: 31-MAY-2016

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.



## South Central Texas Regional Certification Agency

Your unified certification source  
[www.sctrca.org](http://www.sctrca.org)

May 15, 2014

Marcella Murrah  
The A/C Filter Man, Inc. DBA Fresh Air Filter Service, Inc.  
P O Box 17623  
San Antonio TX 78217

Dear Marcella Murrah:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/D/I) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

**\* ESBE SBE WBE**

Certification Number: 214050926  
Certification Renewal May 31, 2016  
Certification Expiration May 31, 2016

Providing the following products or services:

NAICS-221330: AIR-CONDITIONING SUPPLY

NAICS-238220: HEATING AND VENTILATION SYSTEM COMPONENT (E.G., AIR REGISTERS, DIFFUSERS, FILTERS, GRILLES, SOUND ATTENUATORS) INSTALLATION

NAICS-238290: OTHER BUILDING EQUIPMENT CONTRACTORS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is **May 31, 2016.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Mitchell".

Brian R. Mitchell  
Executive Director

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:  
File/Vendor Number:  
Approval Date:  
Scheduled Expiration Date:

1562494342700  
084282  
27-OCT-2014  
27-OCT-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **FRESH AIR FILTER SERVICE, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-OCT-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12

S U S A N  
C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1203120029300  
File/Vendor Number: 079940  
Approval Date: 16-JUL-2013  
Scheduled Expiration Date: 16-JUL-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**BELCO SUPPLY**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

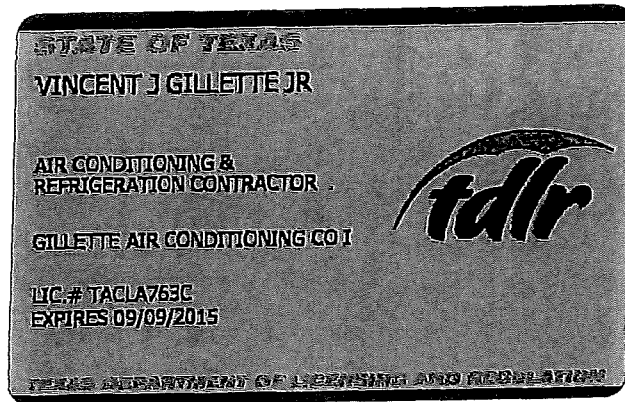
Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12



# Unlaster License



STATE OF TEXAS

KENNETH R. KESSLER

CERTIFIED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 62881

EXPIRES 11/21/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

Honeywell / GEORGE T. HALL CO.

# Certificate of Attendance

Presented to

Ken Kessler

SHORE BASE BOILER SCHOOL  
Pt. Hueneme, California

*for attending a course on*

HONEYWELL FLAME SAFEGUARD CONTROLS

HONEYWELL (BCD)

*Edna C. Buckingham, P.E.*

George T. Hall Co.

May 2, 1991

DATE

George T. Hall Co.

Honeywell  
Building Controls Division

George T. Hall Co.

Honeywell  
Building Controls Division

George T. Hall Co.

Honeywell  
Building Controls Division

George T. Hall Co.



**TRANE™**

## Certificate of Completion

---

The Trane Company  
certifies that

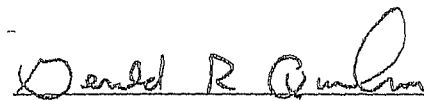
**Ken Kessler**

---

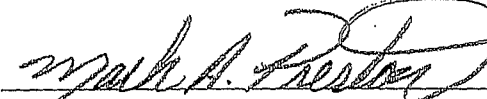
*has satisfactorily completed*

## **Trane Chiller Systems and Control**

*a Technical Training Course in La Crosse, Wisconsin*



Training Engineer - Commercial Systems Group

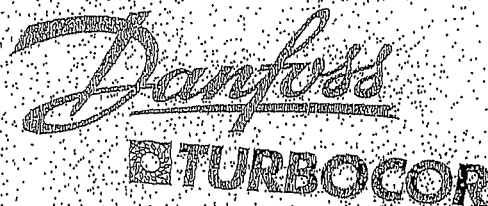


Training Engineer - Commercial Systems Group



Manager, Technical Training - Commercial Systems Group

Course Completed - October 9, 1992



Danfoss Turbocor Compressors Inc.

# *Certificate of Completion*

Is hereby granted to

**Ken Kessler**

to certify that he/she has completed to satisfaction

**OEM Technician Training**

Granted: July 10, 2007

David Johnson, Training Instructor & Service Technician



**TRANE™**

## Certificate of Completion

---

*The Trane Company  
certifies that*

**Ken Kessler**

---

*has satisfactorily completed*

**Commercial Service 1**

*a Technical Training Course in La Crosse, Wisconsin*

*Wesley D. Slaw*

---

Training Engineer - Commercial Systems Group

*[Signature]*

---

Manager, Technical Training - Commercial Systems Group

Course Completed - June 12, 1992





# Certificate of Achievement

Awarded to

**Ken Kessler**

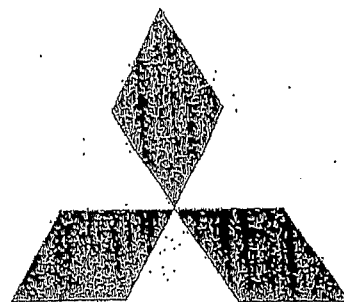
for completing all the requirements of the  
Application & Service Training for the  
Environmentally Sound Refrigerant, Puron™



Tony Albers  
Instructor

S.C.A.C.D.  
Distributor

Date June 1, 1998



**Mitsubishi Electric & Electronics USA, Inc.**  
**HVAC Advanced Products Division**

presents this certificate to

**Ken Kessler**

of

**Dorvin Leis Co.**

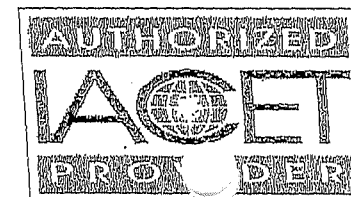
for successfully completing the **CITY MULTI Field Service Seminar**

*Mitsubishi Electric HVAC Advanced Products Division is authorized by IACET to offer 0.80 CEUs for this program.*

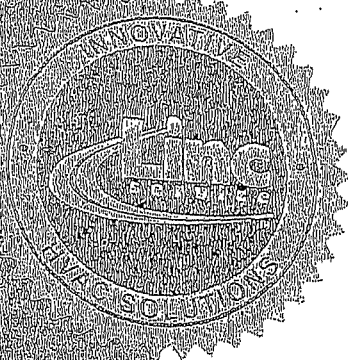
Training conducted May 14, 2009 to May 14, 2009

Ken Brown  
Sr. Manager, Training  
HVAC Division

Tony Hayes  
National Service Director  
HVAC Division







THIS IS TO CERTIFY THAT

Ken Kessler

HAS BEEN AWARDED THIS

CERTIFICATE

FOR SUCCESSFUL

COMPLETION OF THE

LINC SERVICE® PROFESSIONAL  
ENTERPRISE MANAGEMENT  
TRAINING

Harris Mechanical Serv' LLC  
LINC SERVICE CONTRACTOR

January 3, 2007  
DATE

*Sam M. [Signature]*  
PRESIDENT AND CEO

# Bridger Control Systems, Inc.

## Certificate of Completion

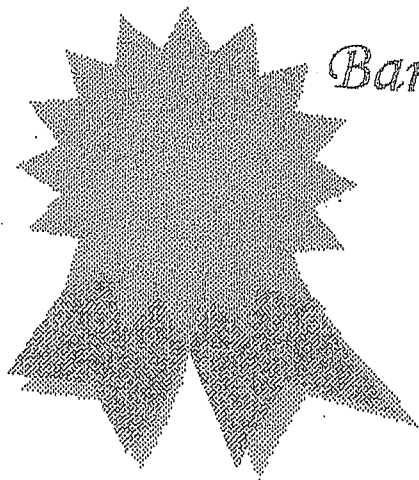
*is hereby granted to:*

*Ken Kessler*

*to certify that he has successfully completed training in*

*Barrington StarVIEW 4000 for Windows.*

*Granted: September 21, 2001*



A handwritten signature in dark ink, appearing to read "Paul Cahill", written over a horizontal line.

*Paul Cahill - Chief Technology Officer*

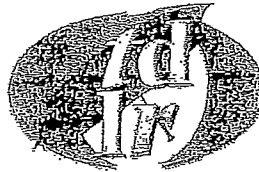
**STATE OF TEXAS**

BUDDY L JOHNSON

REGISTERED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 12122  
EXPIRES 12/12/2014



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

# *Buddy Johnson*

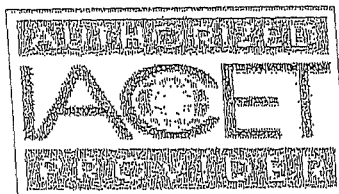
*Has successfully completed a course in*

## *Daikin McQuay*

## *Scroll Chiller Products*

*This 13th Day Of September 2013*

McQuay International has been approved as an  
Authorized Provider by the International Association for  
Continuing Education and Training (IACET)  
1760 Old Meadow Road  
Suite 500, McLean, VA 22102; (703) 506-3275



2.0 Continuing Education Units (CEU's)

*Ellie L. Stagner*

Manager Technical Service Training

Staunton, VA

Sep. 10 - 13, 2013

**DAIKIN McQUAY®**

# CONTINUING EDUCATION

AJAX BOILERS /  
HONEYWELL/ POWER FLAME  
BURNERS

*This certificate is presented to*

BUDDY JOHNSON

BOILER TRAINING CLASS — 8 HOURS CREDIT

Signature

*James Zielke*

*5-9-09*  
Date May 7, 2009



321 E. NAKOMA-SAN  
ANTONIO, TX 78216

# *Certificate of Completion*

*Buddy Johnson*

*Has Successfully Completed the NATE Approved Course:*

**Improving Airflow**

*Class Date:* October 3, 2013 *Total Class Hours:* 8

*Class Description:* Provides advanced training to the HVAC industry in air flow and insulation technology which will insure the successful effectiveness of these systems.

**M&M Manufacturing Company**

400.1 Mark IV Parkway, Fort Worth, Texas 76106

Organization Number: 5977

*Instructor:* Chris Van Rite



Chris Van Rite, Vice President Sales  
M&M Manufacturing Company

October 14, 2013

NATE Submission Date



# Certificate of Completion

Awarded to

*Buddy Johnson*

For attending

*Belimo 101: An Introduction to Air Damper Actuators & Control Valves*

*A seminar presented by: Patty Parrish, BELIMO Americas*

*Date Presented: 18 March, 2009*

---

Emma Klosson  
Corporate Trainer, BELIMO Americas



# The Unified Group Controls Training Certificate of Participation

*This is to certify that...*

**Buddy Johnson**

*Has demonstrated his commitment by contributing to the  
Controls Training Class  
held in Nashville, Tennessee*

*Presented March, 2009*



*Julie Bishop*  
Julie Bishop, Executive Director



STATE OF TEXAS

THOMAS DANIEL COOMES II

AIR-CONDITIONING &  
REFRIGERATION CONTRACTOR

NO PUBLIC CONTRACTING

LIC.# TACLA21294E  
EXPIRES 08/15/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION



Turn to the Experts.

# *Service Training Certificate Of Award*

*Thomas D. Coomes*

*Has Successfully Completed All Requirements Of The*

*Deluxe Thermostat Seminar*

*NATE Certification Number 8575-0025*

*Ron Stokes*

*January 28, 2008*

*Service Training Manager  
Carrier South Central*

*Date*



# Certificate of Qualification

September 17, 2013

*This is to certify that*

**Dan Coomes**

*has been successfully qualified by LG Air Conditioning Academy*

*as a master in the following course:*

**Duct Free Split Systems**

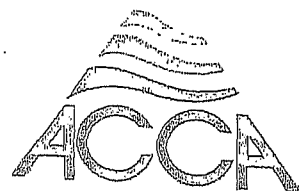
**6 Hours of Instruction**

**Tom Pivovar**  
Senior National Training Manager  
LG Electronics U.S.A., Inc.



**Hwan-Yong Nho**  
President  
Air Conditioning Division & Energy Solutions





Air Conditioning Contractors of America  
San Antonio

# Certificate of Training

this is to certify that  
**Dan Coomes**  
has completed the course in  
**Copper Brazing &  
Soldering**

Jack Lappew 3/13/2008  
Signature and date

# The Unico System®

Small-Duct Central Heating & Air Conditioning

For completion of:

*Unico Single Day Hands On Training Class*

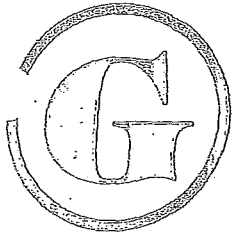
Awarded to:

Dan Coomes

Unico, Inc.  
7401 Alabama

St. Louis, MO 63111  
800-527-0896 Office  
314-457-9000 FAX  
[www.unicosystem.com](http://www.unicosystem.com)

Pete Williams  
Pete Williams  
Trainer  
Unico, Inc.



# Gillette

## AIR CONDITIONING CO., INC.

1215 San Francisco • San Antonio, Texas 78201-4688 • (210) 735-9235 • Fax (210) 736-1932

STATE OF TEXAS  
DAREN C HENDERSON

REGISTERED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 3003  
EXPIRES 12/17/2015

TEXAS DEPARTMENT OF LICENSING AND REGULATION



SALES • SERVICE • MAINTENANCE  
HEATING • AIR CONDITIONING • BOILERS • REFRIGERATION  
SHEET METAL • TECHNICAL SERVICES • ENERGY MANAGEMENT



STATE OF TEXAS

JOHN A ROJAS

CERTIFIED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 12104

EXPIRES 11/14/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

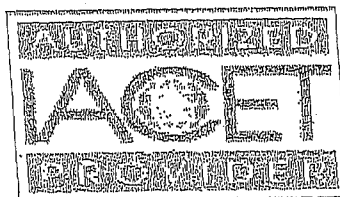
# *John Rojas*

*Has successfully completed a course in*

## *Daikin McQuay Scroll Chiller Products*

*This 13th Day Of September 2013*

McQuay International has been approved as an  
Authorized Provider by the International Association for  
Continuing Education and Training (IACET)  
1760 Old Meadow Road  
Suite 500, McLean, VA 22102; (703) 506-3275



2.0 Continuing Education Units (CEU's)

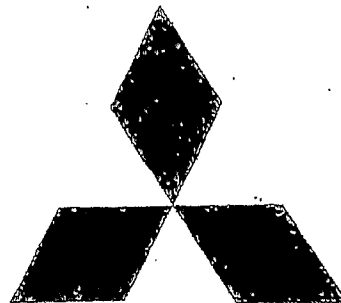
*Ellie L. Stagner*

Manager Technical Service Training  
Staunton, VA

Sep. 10 - 13, 2013

**DAIKIN McQUAY**





**Mitsubishi Electric & Electronics USA, Inc.**  
**HVAC Advanced Products Division**

presents this certificate to

**John Rojas**

of

**GILLETTE AIR CONDITIONING AND HEATING**

for successfully completing the **Mr. Slim Field Service Seminar**

*Mitsubishi Electric HVAC Advanced Products Division is authorized by IACET to offer CEUs for this program.*

Training conducted April 07, 2009 to April 07, 2009

Ken Brown  
Training Manager  
HVAC Division

Tony Hayes  
National Service Manager  
HVAC Division





Tested By: Johnson Supply Co.

# North American Technician Excellence

Be it known that

*John Rojas*

has successfully passed the examinations administered by  
North American Technician Excellence  
and is awarded this certificate as evidence of competency as a(n)

**Air-to-Air Heat Pump — Service Technician**

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

Rex P. Boynton, President

Test Date: February 16, 2008

Certification Date: February 18, 2008

NATE ID # 2100766

Certificate Issue Date: February 18, 2008

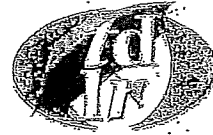
Certification Expires: February 2013

STATE OF TEXAS

JOHN A. HOEKSTRA

CERTIFIED AIR CONDITIONING &  
REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 12490  
EXPIRES 11/09/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

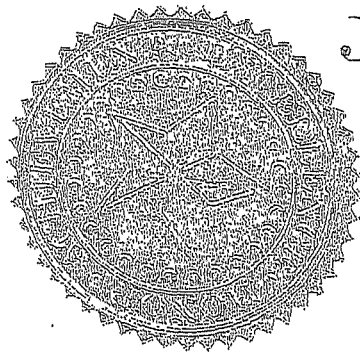
# YATES COMPANY INNOTECH 101

## In Recognition of Completion of FUNDAMENTALS OF DDC

An In-depth course covering terminology, networks, navigation  
and trouble shooting of DDC systems

Presented to

### JOHNNY HOEKSTRA



A handwritten signature in cursive script, reading "Brett Yates".

Brett Yates - Owner  
Yates Company, LLC  
April 2014

# CERTIFICATION

*North American Technician Excellence*

Be it known that

***John A Hoekstra***

*Has successfully passed the examinations administered by  
North American Technician Excellence  
and is awarded this certificate as evidence of competency in*

***Air-to-Air Heat Pump — Service Technician***

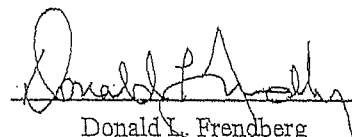


April 01, 2013

Certification Date

April 2018

Certification Expires

  
Donald L. Frendberg  
Chairman

NATE ID# 1026933

# *Certificate of Completion*

*John Hoekstra*

*Has Successfully Completed the NATE Approved Course:*

**Improving Airflow**

*Class Date: October 3, 2013*

*Total Class Hours: 8*

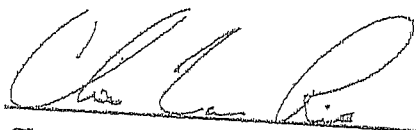
*Class Description: Provides advanced training to the HVAC industry in air flow and insulation technology which will insure the successful effectiveness of these systems.*

**M&M Manufacturing Company**

4001 Mark IV Parkway, Fort Worth, Texas 76106

Organization Number: 5977

*Instructor: Chris Van Rite*



Chris Van Rite, Vice President Sales  
M&M Manufacturing Company

October 14, 2013

NATE Submission Date

EDUCATIONAL FOUNDATION

of the

Refrigeration Service Engineers Society

THIS CERTIFIES THAT

JOHN HOESTRA

HAS SUCCESSFULLY PASSED THE CERTIFICATION EXAMINATION IN

AWARDED

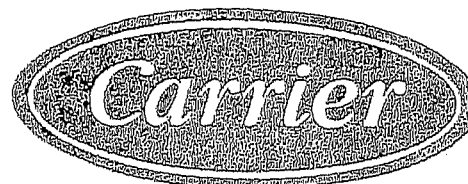
AUGUST 1992

089203636

Manager, Education, Training and Testing

This certificate is awarded with an understanding the recipient agrees to be re-certified





# Training Certification

This is to Certify That

Johnny Hookstra

has completed all the requirements of the  
Service of R410A Residential Systems

of Carrier Air Conditioning Company and has been  
awarded this certificate on the 11 day of November, 1996



Tested By: Johnson Supply Co



# North American Technician Excellence

Be it known that

*John A Hoekstra*

has successfully passed the examinations administered by  
North American Technician Excellence  
and is awarded this certificate as evidence of competency as a(n)

**Air-to-Air Heat Pump — Service Technician**

A handwritten signature in black ink, appearing to read "Rex P. Boynton", is written over a horizontal line.

Rex P. Boynton, President

Test Date: May 31, 2008

Certificate Issue Date: June 02, 2008

Certification Date: June 02, 2008

NATE ID # 1026933

Certification Expires: June 2013



# Certificate of Qualification

September 17, 2013

*This is to certify that*

**Justin Larson**

*has been successfully qualified by LG Air Conditioning Academy*

*as a master in the following course:*

**Duct Free Split Systems**

**6 Hours of Instruction**

**Tom Pivovar**  
Senior National Training Manager  
LG Electronics U.S.A., Inc.



**Hwan-Yong Nho**  
President  
Air Conditioning Division & Energy Solutions





*Carrier Enterprise South Central*  
**Dealer Training Program**



This is to certify that:

**JUSTIN LARSON**

Has successfully completed the course titled:

**Troubleshooting Heat Pumps**

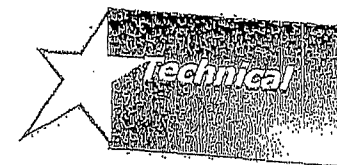
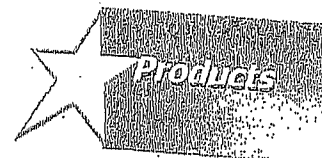
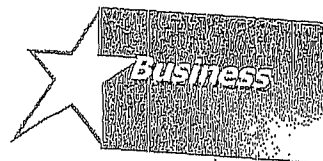
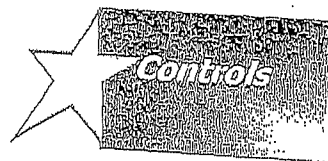
Location: San Antonio, TX

Date: September 24, 2013

Instructor: *Ron Stokes*

NATE Class ID # 8575-0066

NATE Hours 4



*Carrier Enterprise South Central*  
**Customer Assurance Management**

STATE OF TEXAS

ALFREDO R CABRAL

REGISTERED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 37817

EXPIRES 05/21/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

ESCO institute

Program EPA Approved  
December 28, 1993

CERTIFICATE NO. 0443332322200



REPAIRED

NAME: ALFREDO R. CABRAL

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

Solicitation Type & Number: IFB 8100 PAX0061

Solicitation Description: Boiler Inspect, Maint, & Repair Services

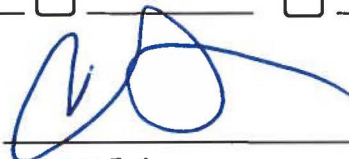
Pre-Bid Meeting Date & Time: N/A

Bid Closing Date & Time: ~~06/03/2015~~, 02:00 PM **6/17/15**

Vendor's Name	Rec'd By	Date & Time Received	IN BID ROOM
1. <b>Guillette Air Cond</b>	<input type="checkbox"/> NO OFFER <b>JP</b>	<input type="checkbox"/> <b>6/18/15 @ 11:39 AM</b>	<input checked="" type="checkbox"/>
2. <b>Thieboch</b>	<input type="checkbox"/> <b>CD</b>	<input type="checkbox"/> <b>6/16/15 @ 8:02</b>	<input checked="" type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bids Distributed By:

Bids Received By:

  
**Julia**

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

**BID TABULATION  
CITY OF AUSTIN  
BOILER INSPECTION, MAINTENANCE, AND REPAIR SERVICES**

**BID NO.** PAX0061

**RX NO.** 8100 15020300174

**DATE:** 6/17/2015

**BUYER:** Sai Xoomsai

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

Vendor Name				Gillette Air Conditioning Co., Inc.		Thielsch Engineering, Inc.			
City, State				San Antonio, TX		Cranston, RI			
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION A - AVIATION DEPARTMENT ANNUAL MAINTENANCE									
Main Airport Terminal 3600 Presidential									
1	HW670-932 Hot Water Boiler # 200121	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
2	HW670-932 Hot Water Boiler # 200122	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
Maintenance Complex 3601 Bergstrom Drive									
3	H3-0331 Gas Fired Boiler # 206378	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
4	CBI 700 300 125 Gas Fired Boiler # 193548	1		\$1,400.00	\$1,400.00	\$3,975.00	\$3,975.00		
5	CBI 700 300 125 Gas Fired Boiler # 193549	1		\$1,400.00	\$1,400.00	\$3,975.00	\$3,975.00		
Central Plant 9815 Service Road									
6	EVCA2000BN1-UCF Gas Fired Boiler # 243734	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
7	EVCA2000BN1-UCF Gas Fired Boiler # 243735	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
Communications Center 2901 Employee Adve									
8	WL60 Gas Fired Boiler # 179956	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
LRC 2800 Spirit of Texas									
9	HH0400C N01H Gas Fired Boiler # 179061	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
P&E 2716 Spirit of Texas									
10	WGFD-900 Gas Fired Boiler # 179979	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
ARFF 3300 General Aviation									
11	WL60 Gas Fired Boiler # 179956	1		\$1,400.00	\$1,400.00	\$2,625.00	\$2,625.00		
Info Systems 3011 Employee Avenue									
12	# 203576	1		\$1,400.00	\$1,400.00	\$0.00	\$0.00		
SECTION A TOTAL BID				\$16,800.00		\$31,575.00			
Section B - AS NEEDED REPAIR SERVICE CALLS									
13	Routine Repair Service Business Day	20	HR	\$120.00	\$2,400.00	\$75.00	\$1,500.00		
14	Routine Repair Service After hours	20	HR	\$180.00	\$3,600.00	\$90.00	\$1,800.00		
15	Emergency Repair Call	20	HR	\$120.00	\$2,400.00	\$90.00	\$1,800.00		
SECTION B TOTAL BID				\$8,400.00		\$5,100.00			
SECTION C - PARTS DISCOUNT									

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<b>BID TABULATION</b> <b>CITY OF AUSTIN</b> <b>BOILER INSPECTION, MAINTENANCE, AND REPAIR SERVICES</b>									
<b>BID NO.</b> PAX0061 <b>RX NO.</b> 8100 15020300174 <b>DATE:</b> 6/17/2015 <b>BUYER:</b> Sai Xoomsai <b>Special Instructions:</b> Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.									
<b>Vendor Name</b>				Gillette Air Conditioning Co., Inc.		Thielsch Engineering, Inc.			
<b>City, State</b>				San Antonio, TX		Cranston, RI			
<b>MBE/WBE</b>									
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
16	% Discount based on manufacture's suggested retail price for parts	5,000		15%	\$4,250.00	5%	\$4,750.00		
<b>TOTAL BID for Section A+ B+ C</b>				<b>\$29,450.00</b>		<b>\$41,425.00</b>			

Prepared By: Julia Ramirez

Approved By: Sai Xoomsai Purcell