



Amendment No. 4
to
Contract No. NA150000080
for
Maintenance and Custodial Services
between
BWH Operating Company LP dba UCS
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to continue services in an amount not to exceed \$1,304,648.00 effective 2/9/2018.

5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/14/15 – 5/13/17	\$1,245,648.00	\$1,245.648.00
Amendment No. 1: Increase unit Cost 6/1/16	\$0	\$1,245.648.00
Amendment No. 2: 180 day Holdover 5/14/17 – 11/14/17	\$0	\$1,245.648.00
Amendment No. 3: 120 day Holdover 11/14/17 – 3/14/18	\$0	\$1,245.648.00
Amendment No. 4: Administrative Increase	\$59,000	\$1,304,648.00

6.0 MBE/WBE goals were not established for this contract.

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

Revised 8/4/2014

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 2/9/18

Printed Name: Benjamin Wells, President
Authorized Representative

BWH Operating Company LP dba UCS

Signature & Date:

 2-9-18

Matthew Duree, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 3
to
Contract No. NA150000080
for
Maintenance and Custodial Services
between
BWH Operating Company LP dba UCS
and the
City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days.
- 2.0 Effective upon signature, the term for the hold over will be November 14, 2017 to March 14, 2018.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/14/15 – 05/13/17	\$1,245,648.00	\$1,245,648.00
Amendment No. 1: Increase Unit Cost 06/1/16	\$0.00	\$1,245,648.00
Amendment No. 2: 180 day Holdover 05/14/17 – 11/14/2017	\$0.00	\$1,245,648.00
Amendment No. 3: 120 day Holdover 11/14/17 – 3/14/18	\$0.00	\$1,245,648.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Revised 8/4/2014

Signature & Date:



Printed Name: Benjamin Wells
Authorized Representative

BWH Operating Company LP dba UCS

Signature & Date:



Matthew Duree, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 2
of
Contract No. NA150000080
for
Maintenance and Custodial Services
between
BWH Operating Company LP dba UCS
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 180 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions.
- 2.0 Effective upon signature, the term for the holdover will be May 14, 2017 to November 14, 2017.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 05/14/15 – 05/13/17	\$1,245,648.00	\$1,245,648.00
Amendment No. 1: Increase Unit Cost 06/1/16	\$0.00	\$1,245,648.00
Amendment No. 2: 180 day Holdover 5/14/2017 – 11/14/2017	\$0.00	\$1,245,648.00

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

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

Sign:

Printed Name: Benjamin Wells, President
Authorized Representative
BWH Operating Company LP dba UCS

Sign:

Matthew Duree, Procurement Supervisor
City of Austin
Purchasing Office



**Amendment No. 1
to
Contract No. NA150000080
for
Maintenance and Custodial Services
Between
BHW Operating Company LP dba UCS
and the
City of Austin, Texas**

1.0 The City hereby amends the referenced contract to increase cost of services by 3.5% of current cost effective June 1, 2016.

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 5/14/15 – 5/13/17	\$1,245,648.00	\$1,245,648.00
Amendment No. 1: Increase unit cost 6/1/16	\$0.00	\$1,245,648.00

3.0 MBE/WBE goals were not established for this contract.

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

5.0 All other terms and conditions remain the same.

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

Signature & Date: B. H. Wells, 5/11/16

Printed Name: Benjamin H. Wells
Authorized Representative

Signature & Date

City of Austin
Purchasing Office

[Signature] 5/11/2016
JONATHAN DALCHAU



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

May 8, 2015

BHW Operating Company LP DBA UCS
Ben Wells
President
1834 Ferguson Ln.
Austin, TX. 78754
bwells@ucskompanies.com

Dear Mr. Wells:

The Austin City Council approved the execution of a contract with your company for Maintenance and Custodial Services in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Maintenance and Custodial Services
Contractor Name:	BHW Operating Company LP DBA UCS
Contract Number:	NA150000080
Contract Period:	5/14/2015 through 5/13/2017
Dollar Amount	\$1,245,648.00
Extension Options:	Two 12-month Extension Options
Extension Option Dollar Amount:	\$622,824.00
Requisition Number:	RQM 2200 14100200009
Solicitation Type & Number:	IFB ISR0003
Agenda Item Number:	25
Council Approval Date:	4/23/2015

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

Sincerely,

Irene Sanchez-Rocha
Senior Buyer
City of Austin
Purchasing Office

cc: Darrell Richmond, AW

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
BHW Operating Company LP DBA UCS (“Contractor”)
for
Maintenance and Custodial Services For Austin Water Utility
NA150000080**

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 BHW Operating Company LP, DBA UCS having offices at 1834 Ferguson Lane, Austin, Texas 78754 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 MA 2200 NA150000080.

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), ISR0003 including all documents incorporated by reference
- 1.1.3 BHW Operating Company LP (UCS) Offer, dated December 9, 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 twenty-four (24) months and may be extended thereafter for up to two (2) 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 \$1,245,648.00 for the initial Contract term and not to exceed amount of \$622,824.00 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

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

1.6.1 N/A.

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

Irene Sanchez-Rocha

Printed Name of Authorized Person

Signature

Senior Buyer

Title:

5/8/2015

Date:



1834 Ferguson Ln., Ste. 1000
Austin, TX 78754
Direct: 512-385-6600
Toll-Free: 844-385-6600
Fax: 512-385-0320
www.ucscorporations.com

Greetings,

I would like to thank everyone for the opportunity to bid on the AWU facilities. We look forward to a partnership between us. Also, I wanted to point out that we service 33 locations for Capital Metro and along with janitorial, we have extensive experience in maintenance as well as other facility management needs.

UCS has been recognized by the *Austin Business Journal* as one of the top Commercial Janitorial companies in Austin the past four years. We currently have openings to take on additional commercial clients!

We invite you to contact some of our references and their respective properties to get an idea of our relationships and operations.

TIG Management

Contact: Michelle Ackermann, Property Manager Phone: (512) 732-0400
Property(s): Barton Oaks Plaza I, IV & V on 901 S Mopac Expressway
UCS Managers: Kimbra Herring & Wilmer Mendez

Capital Metro Transportation Authority

Contact: Perry Dillard, QA Coordinator Phone: (512) 389-7411
Property(s): 2910 East 5th (Corporate), 2910 Fleet Maintenance Building, 2910 Service Islands, 624 Pleasant Valley (Annex and Day Care), 509 Thompson (STS Operations), 509 Fleet Maintenance Building, 509 Service Islands, 9315 Old McNeil (North Operations), 9315 Service Islands, All Park and Ride Locations, and Metro Rail Stations
UCS Managers: Kimbra Herring & Wilmer Mendez

In the meantime, should you have occasion or need to reach me sooner, please feel free to call our corporate office at 512-385-6600 or via email: jbomhardt@ucscorporations.com. I look forward to meeting you soon!

Warmly,
John Bomhardt
Business Development





CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: ISR0003

DATE ISSUED: November 3, 2014

COMMODITY/SERVICE DESCRIPTION: MAINTENANCE AND
CUSTODIAL SERVICES FOR AUSTIN WATER UTILITY

REQUISITION NO.: RQM 2200 14100200009

COMMODITY CODE: 9103945, 9103931,
9100997, 91039, and 910

PRE-BID CONFERENCE TIME AND DATE: NOVEMBER 13, 2014
@ 10:00 a.m.

LOCATION: WALLER CREEK CENTER, 625 E. 10TH ST. STE 500,
AUSTIN, TX 78701

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

IRENE SANCHEZ-ROCHA
SENIOR BUYER

Phone: (512) 972-0048

E-Mail: irene.sanchez-rocha@austintexas.gov

BID DUE PRIOR TO: DECEMBER 2, 2014, 2:00 P.M.

BID OPENING TIME AND DATE: 2:15 P.M. DECEMBER 2, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8TH 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:

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

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

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

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

SUBMIT 1 ORIGINAL, 2 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	7
0500	SPECIFICATION	17
0600	BID SHEET – Must be completed and returned with Offer	5
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 AND BENEFITS 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

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available

to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

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

Company Name: UCS

Company Address: 1834 Ferguson Ln.

City, State, Zip: Austin, Tx 78754

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: John Bomhardt

Title: Business Development

Signature of Officer or Authorized Representative: [Signature]

Date: 12/9/14

Email Address: jbomhardt@UCScompanies.com

Phone Number: 512-385-6600

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

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

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

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

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

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby 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:

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

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

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- 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

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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.
- 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

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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 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

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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 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.

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- 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.
- 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

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to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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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 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

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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 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

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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.

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.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by November 18, 2014, either by FAX at 512-972-4015 or via e-mail at Irene.sanchez-rocha@austintexas.gov.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **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.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- THIS IS A 24 MONTH CONTRACT**
FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (120 MONTH PERIOD
5. **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.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Jessica Easley
Address	625 E. 10 th Street, Ste. 500
City, State Zip Code	Austin, Tx. 78701

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

7. **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.

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 \$11.00 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 \$11.00 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 with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages Employee Certification included in the Solicitation**) for all employees directly assigned to the contract. Employee

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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.

- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- 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>

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Utility Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility building and security badges must be on display at all times when in the building.

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Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

- i. The following definitions apply:

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- (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: 80%	
Database Name: Producer Price Index Industry Data	
Series ID: WPU49110101	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Cleaning and building maintenances services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 20%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU32561-32561-	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Soap & cleaning compound MFG	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 20%	
Database Name: Producer Price Index Industry Data	
Series ID: WPU061	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Industrial Chemicals and allies products	
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.

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

13. **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.

14. **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:

Darrell Richmond, Buyer

Austin Water Utility

625 E. 10th Street, Suite 500

Phone: 512/972-0313

E-mail: Darrell.richmond@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during th

**CITY OF AUSTIN
SCOPE OF WORK
FOR
MAINTENANCE AND CUSTODIAL SERVICES**

1.0 PURPOSE

This specification establishes the minimum standard for maintenance and custodial services for the City of Austin, Austin Water Utility Department (AWU), hereinafter referred to as the “City”. The successful bidder, hereinafter referred to as “Contractor” is required to meet all specifications listed herein as minimum requirements and is required to submit a firm fixed cost for all services under the terms of this solicitation. It is the intention of this specification to acquire complete maintenance and custodial services, any services that have been omitted from this specification which are clearly necessary or in conformance with normal maintenance and custodial services practice shall be considered a requirement although not directly specified or called for in the specification.

2.0 BACKGROUND

The successful bidder will be required to provide maintenance and custodial service for various locations of the COA, AWU Department. Contracted vendor shall provide equipment, tools, parts, materials and maintenance & custodial service staff sufficient to fulfill the requirements of this scope of work as indicated herein.

3.0 TECHNICAL REQUIREMENTS

3.1 Contractor Requirements

- 3.1a Contractor shall provide labor, material, and equipment except for items furnished by the City; required to fulfill the requirements of this scope of work.
- 3.1b Contractor shall provide a list of all cleaning materials and equipment to be used in fulfillment of this contract for review and approval to City contract manager or designee within five (5) business days of award of contract.
- 3.1c Contractor shall provide within five (5) business days of award of contract key personnel list assigned to contract, to City contract manager or designee. Key personnel list shall include employee name, cell phone number, office phone number, fax, e-mail and best method and time to reach personnel.
- 3.1d Contractor shall provide maintenance and custodial service daily, weekly, monthly, semi-annual, annual and on an as needed basis dependent on service required; as defined below.
- 3.1e Maintenance and Custodial services shall be provided five (5) days per week (Monday through Friday) excluding holidays for daily and weekly service class as indicated in sections 3.1k2 and 3.1k3. Monthly, semi-annual and annual maintenance and custodial services shall be provided on weekends as defined below in sections 3.1k4 and 3.1k5.
- 3.1f Contractor schedule of work hours for completing daily and weekly service

requirements is 6:00 a.m. through 10:00 p.m. Contractor shall in no way interfere with the normal work of building tenants. Schedule of work hours for completing monthly, semi-annul and annul service requirements are 6:00 a.m. through 5:00 p.m. on weekends.

- 3.1g Contractor shall furnish and maintain all equipment necessary for properly maintaining the building. The City reserves the right to inspect all equipment used to perform this contract. Any equipment determined to be inoperable must be replaced immediately (within the specified daily work hours of the same day), at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination of the contract.
- 3.1h Contractor shall use only materials and equipment approved by the COA, AWU Contract Manager or designee. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floors, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Where a specific product is specified, no product deviations shall be allowed without the express written permission of the City, Austin Water Utility. Please note, the City of Austin may approve or disapprove any product prior to, or during, the term of the contract period.
- 3.1i Contractor shall provide maintenance and custodial services for the facilities listed below. The list below provides an estimated square footage summary of floor covering for all AWU facilities. Future sites listed below shall require services within the next six (6) to nine (9) months or as needed following the award of this contract.

Flooring indicator code

CODE	FLOOR FINISH
A	Textured Level Loop Carpet
B	Loop Carpet
C	Cut-Pile Carpet
D	Vinyl-Composition Tile
E	Marble
F	Ceramic Tile
G	Concrete
H	Raised Tile Floor – 10 th Floor only

CURRENT SITES

Waller Creek Center (I) (Minimum 2-Maintenance & Custodial Staff & 6-Evening Maintenance and Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	3/706			518	*2,041	270	1,386	
2**	12,193	-	290	-	524	-	-	-
3	11,954	-		589	96	270	594	
4	11,954			589	96	270	594	
5	9,677		2,216	75	96	270	594	

6	9,677		2,216	75	96	270	594	
7	11,831			227	96	270	594	
8	11,831			227	96	270	594	
9	11,794			264	96	270	594	
10***	1,782			284	96	270	594	10,693

**Includes elevator floor*

***2nd Floor will not be serviced.*

**** 10th Floor Computer Room: The Contractor shall perform cleaning requirements with emphasis on the precautions defined in scope of work section 3.1j below.*

Webberville Service Center (II) -(Minimum. 1/2- Maintenance & Custodial Staff & 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	13,284	-	-	-	-
2	-	-	-	-	-	-	19,184	-

Water Treatment Plant #4 (III) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	11,100	-	-	-	-

South Austin Regional WW Treatment Plant (IV) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	22,000	-	-	-	-

Govalle Training Center (V) (Minimum. 1/2- Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	14,870	-	-	3,620	-

Tim Louviere Service Center (VI) (Minimum 1-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	14,870	-	-	3,620	-

North Service Center (VII) (Minimum 1-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	-	-	14,870	-	-

Glen Bell Service Center (VIII) (Minimum 1- Maintenance & Custodial Staff & 3-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	17,735	13,290	-	-	40,540	-
2	-	-	7,605	5,290	-	-	-	-

Davis Water Treatment Plant (IX) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	7,500	-	-	-	-

Hornsby Bend Bio-Solid Mgmt Plant (X) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	3,300	-	-	30,000	-	-	-	-

*South Service Center (XI)**(Minimum. 1/2- Maintenance & Custodial Staff & 2-Evening Maintenance & Custodial Staff):*

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	35,000	-	-	-	-

Summit Water Quality Laboratory (XII) (Minimum. 1/2- Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	3,000	-	-	5,900	-	-	-	-

Ullrich Water Treatment Plant (XIII) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	14,433	-	-	-	-

Walnut WW Treatment Plant (XIV) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	16,000	-	-	-	-

Future Sites:

Reicher Ranch Wildland Conservation (XV) *(Per 3.1v below minimum 2-Evening Maintenance & Custodial Staff):*

Bethany House

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	558	162	-	-	-

Annex

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	936	-	-	-	-

Emmaus House

FLOOR #	A	B	C	D	E	F	G	H
1	350	-	-	6,458	-	-	-	-

Chapel

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	942	-	-	-	-

Cana House

FLOOR #	A	B	C	D	E	F	G	H
1	850	-	-	50	-	-	-	-

Onion Creek House

FLOOR #	A	B	C	D	E	F	G	H
1		-	-	200	4,000	-	-	-

Onion Creek Side House

FLOOR #	A	B	C	D	E	F	G	H
1		-	-	-	1,200	-	-	-

Bethesda House

FLOOR #	A	B	C	D	E	F	G	H
1		-	-	-	1,346	-	-	-

Nazareth House

FLOOR #	A	B	C	D	E	F	G	H
1		-	-	-	1,080	-	-	-

Hebron House

FLOOR #	A	B	C	D	E	F	G	H
1		-	-	-	1,782	-	-	-

3.1j Computer Room

Contractor shall perform the standard cleaning requirements with emphasis on the following precautions:

1. Computer Hardware should never be touched or handled.
2. The computer room raised floor shall be dry dusted with a treated mop.
3. Buckets of water or containers of liquids must never be placed on the computer room raised floor.
4. Care must be taken so brooms, mops, and all cleaning supplies or equipment do not accidentally come in contact with buttons located on computer hardware.
5. Wires/Cables must never be moved.

3.1k Service Classes

There are six classes of Maintenance and Custodial services for this Service contract that shall be performed by a day crew, an evening crew, a weekend crew and an as needed crew. The six service classes are:

1. Daily Maintenance and Custodial Services; required each work day, Monday through Friday; First Shift - 6:00 a.m. to 3:00 p.m., Second Shift – 9:00 a.m. to 6:00 p.m., except City observed holidays. Contractor shall provide four (4) onsite day maintenance and custodial staff members from 6:00 a.m. to 6:00 p.m., Monday through Friday for the CURRENT SITES. Contractor shall provide day crew services in addition to the four onsite maintenance and custodial staff, for those items requiring attention during the day as a result of omission from the previous night. Daily Maintenance and Custodial Services required as listed in section 3.1l below. Contractor to provide transportation for contractor employees to and from AWU sites at no additional cost to the COA.
2. Daily Maintenance and Custodial Services, required in the evenings from 6:00 p.m. to 10:00 p.m., five days per week (Monday through Friday) except City observed holidays; by an evening custodial crew of no less than seventeen (17) crew members plus one (1) crew leader to service current sites. Crew members shall be rotated between facilities in order to ensure workloads at all facilities are addressed. Contractor to provide transportation for contractor employees to and from AWU sites as needed at no additional cost to the COA. Daily Maintenance and Custodial Services, required to be performed daily in the evening by the evening crew as listed in 3.1m below.
3. Weekly Maintenance and Custodial Service, required to be performed once a week by the evening custodial crew as listed in 3.1n below.
4. Monthly and Quarterly Maintenance and Custodial Service required to be performed once a month by a weekend custodial crew of no less than four (4) crew members for Waller Creek, three (3) crew members for Glen Bell Service Center and at least two

(2) crew members for all other Austin Water Utility sites, plus one (1) crew leader. Contractor to provide transportation for contractor employees to and from AWU sites as needed at no additional cost to the COA. Monthly Maintenance and Custodial Service required to be performed once a month by a weekend custodial crew as listed in 3.1o below.

5. Semi-Annual and Annual Maintenance and Custodial Service required to be performed twice a year during the contract period by the weekend custodial crew. Contractor to provide transportation for contractor employees to and from AWU sites as needed at no additional cost to the COA. Semi-Annual Maintenance and Custodial Services required to be performed as listed in 3.1p below.
6. As needed Maintenance and Custodial Service required to be performed with a minimum of seven (7) day notice from the City Contract Manager. These services shall be for the future sites, but may be requested at all facilities.

3.11 Daily Maintenance and Custodial Service Requirements

The day custodial staff shall perform maintenance and custodial service as listed below at all AWU facilities. Additional tasks may be added as agreed upon by Contracted vendor and COA.

Maintenance Requirement

1. Light bulb replacement throughout facilities, parking areas and grounds, as needed AWU facilities staff to supply light bulbs and tools needed to replace light bulbs.
2. Hang pictures, wipe boards, and other wall hangings as needed
3. Set up conference and break room area tables and chairs as needed
4. Set up audio/visual equipment for various meetings & functions
5. Move office furniture, freight, and any boxes as needed
6. Disassemble and move modular walls and furniture as needed
7. HVAC work, such as return air cleaning, and filter replacement. AWU facilities HVAC Staff to supply filters, and tools needed to perform this maintenance requirement.
8. Plumbing issues, such as clogged toilets, drains, etc. AWU facilities staff to provide tools needed to perform this maintenance requirement.
9. Replace damaged or worn ceiling tiles as needed. AWU facilities staff to supply ceiling tiles and tools needed to perform this maintenance requirement.
10. Pressure wash outdoor walkways, entries, & patio areas as needed.
11. Ground maintenance and cleaning.
12. Painting and building repairs as needed. In addition to indoor and outdoor painting, building repairs shall include sheetrock patching, wood trim repair, small concrete patching and caulking. AWU to provide all supplies and tools necessary to perform this maintenance requirement.

Custodial Services

1. Clean and disinfect all restrooms twice daily and replenish supplies.
2. Clean and disinfect all kitchens and break room areas before and after lunch period.
3. Clean conference rooms daily and as needed.
4. Clean and disinfect break room microwaves before and after lunch period.
5. Clean and shine interior glass doors and panels throughout building.

6. Clean elevators (including garage elevator).
7. Keep lobby areas clean: to include trash removal.
8. Keep all electrical, mechanical and satellite rooms clean.
9. Clean/vacuum rugs and carpets as needed.
10. Empty trashcans in garage and patio area.
11. Walk parking garage daily and pick up all debris.
12. Walk entire grounds to pick up debris including creek/drainage area & under garage.
13. Sweep and clean all outside entrance/exit areas daily to include loading dock area.
14. Vacuum elevator tracks to remove any debris that may disable the doors.
15. Contracted vendor maintenance and custodial staff shall provide the Contracted Vendor Contractor Manager a checklist of completed Daily Services at the end of each day
16. Dispose of all trash in City provided outdoor dumpster.

3.1m Daily Maintenance and Custodial Evening Requirements

The maintenance and custodial staff shall perform the daily and evening required maintenance and custodial services as listed below at all AWU facilities.

1. Clean and dust all office furniture, including desks and articles on desks, such as a calculator, computer, phone, and other office equipment. Paperwork on desks is not to be disturbed.
2. Clean and dust mop all open bay and warehouse areas.
3. Clean and dust all furniture and equipment, including magazine racks, file cabinets and shelving.
4. Dust and clean lobby area furniture and remove trash.
5. Contractor is to remove all trash and waste from building for disposal to an on-site dumpster.
6. All hard-surfaced floors must be dust-mopped daily (damp mop as needed).
7. All area rugs and/or carpeted floors shall be vacuumed daily. Spots shall be removed daily with Bonnet procedure outlined in section 9.6
8. All drinking fountains are to be cleaned, sanitized and dry shined daily. Debris collected on the fountain drains is to be removed on a daily basis.
9. Clean all glass windows, glass walls, glass partitions, and doors, both inside and outside, on a daily basis. Daily requirements do not include the interior/exterior of exterior windows. Daily requirements do, however, include cleaning all interior glass windows/walls/partitions and doors, the glass entrance/exit doors, and surrounding windows on the east and west entrances.
10. Sweep and clean all outside entrances, exit areas and garage daily.
11. Vacuum and clean entry area rugs and mats. Soiled areas are to be cleaned with the appropriate spot-remover and/or pressure washers.

12. Restrooms and lounges:

- (a) Clean all walls, floors, and fixtures with a disinfectant, furnished by the contractor.
- (b) Sinks, urinals, showers and toilets shall be cleaned and sanitized. The contractor shall supply and use odorless disinfectants and/or products to sanitize the bathroom areas.
- (c) Mirrors and all metal work shall be cleaned and polished daily.
- (d) Clean and polish both interior/exterior doors.

13. Kitchens, Assembly Room, Conference Rooms, and Coffee Bars:

- (a) Sinks shall be cleaned and sanitized.
- (b) Formica & table tops, microwaves, refrigerators, sinks & cabinets in conference and break rooms shall be cleaned and disinfected with appropriate supplies, such as grease cleaners and disinfectants, rags, sponges, etc. Supplies shall not be the same used in the bathrooms.

14. Storage, mechanical and electrical closets and stairwells should be patrolled and kept free of trash and dust accumulation.

15. Clean all building and garage elevators. Polish elevators (interior & exterior) brass or stainless steel doors and railing with appropriate cleaners. Dust, clean, and polish elevator wood panel walls. Clean and polish elevator tracks with appropriate cleaners. Wet mop the elevator floor; spray and buff or wax to bring to a glossy appearance.

16. Dust and vacuum air conditioning registers/vents

17. Clean and dust all door and window seals.

18. Buff all hard surfaced floors daily to bring floors to a glossy appearance.

19. Dispose of all trash in City provided outdoor dumpster.

20. Provide the AWU Contractor Manager or designee a daily checklist of services completed.

3.1n Weekly Requirements

The maintenance and custodial staff shall perform the required weekly maintenance and custodial services as listed below at all AWU facilities.

- 1. Wet mop all hard-surfaced floors, spray and buff or wax to bring to a glossy appearance.
- 2. Clean lobby and reception furniture for all lobby areas throughout the building (s) at

all facilities.

3. All metal doors shall be dusted and cleaned at all facilities.
4. Provide the AWU Contractor Manager or designee a weekly checklist of services completed.

3.1o Monthly and Quarterly Requirements

The maintenance and custodial staff shall perform the required monthly and quarterly maintenance and custodial services listed below at all AWU facilities.

1. Cleaning of lobby areas:
 - (a) Steam-clean all entry area rugs and mats. Mats and rugs should be completely dry before re-installation to avoid damage to floors.
 - (b) Clean marble walls at all facilities. Clean and polish marble floors and tiles at all facilities.
 - (c) Clean and polish all brass or stainless steel trim at all facilities.
 - (d) Remove all cobwebs at all facilities as needed.
2. Remove cobwebs throughout the interior and exterior of building and parking garage structures.
3. Completely sweep and wet mop all closets (storage, mechanical, electrical, etc.) and all stairways and stairway landings. Dust handrails, treads, doorways and doors. Remove all trash.
4. Dust rails and sweep and mop all stairways quarterly.
5. Clean, polish mahogany doors, located at all suite entrances and bathroom entrances quarterly.
6. Provide the AWU Contract Manager or designee a monthly checklist of services completed.

3.1p Semi-Annual and Annual Requirements

The maintenance and custodial staff shall perform the required semi-annual and annual maintenance and custodial services listed below at all AWU facilities.

1. Dust mini blinds semiannually
2. Strip, wax and buff all hard surfaced floors to a lustrous appearance.
3. Detail restroom including tile scrub, detailed fixture cleaning and disinfecting.
4. Clean carpet flooring using cleaning procedure outlined in section 9.6 below.

5. Wash/clean all interior and exterior glass windows on an annual basis with a deep mineral glass cleaning the first and second year and a mineral cleaning the third year.
6. Provide the AWU Contractor Manager or designee a checklist of Semi-Annual Services completed at the end of each semi-annual period.

3.1q As Needed Requirements

1. Shall include all services listed above sections 3.1l – 3.1p however only as needed. These services shall be requested for the future sites and shall be performed up to once a month between the hours of 7:00 a.m. and 10:00 a.m.

3.1r Occupied Areas

Areas occupied by tenants working late shall be bypassed if requested by the tenant. Otherwise, area shall be cleaned. If area is vacated prior to cleaning personnel's departure from the building, cleaning personnel are to return and perform required cleaning tasks.

3.1s Facility Check List

A daily checklist shall be completed and submitted to the Contractor Manager or designee listing tasks completed by maintenance and custodial staff and a copy provided to the AWU Contract Manager. The AW Contract Manager will address any unsatisfactory work completed with the contractor's onsite lead staff. If performance issues persist, written correspondence will be sent to the contractor and a site visit will be required to review and correct problem areas immediately. The AWU Contract Manager shall be the undisputed evaluator of all work performed.

3.1t Weekly Walk-Through Check

Once a week, the contractor's manager/supervisor must conduct a walk-through to check the interior space at all facilities covered by this contract. Unsatisfactory performance should be noted and addressed immediately by contractor's manager and staff assigned to this contract.

3.1u Monthly Contractor/AWU Contract Manager Formal Inspection

Walk thru inspections shall be conducted monthly for the first three months and quarterly thereafter. The AWU Contract Manager or designee shall conduct a formal walk-through inspection with the contractor. The daily check lists shall be reviewed for repeated deficiencies and if such are found, corrective action shall be required of the contractor. Continued or repeated documented failure to correct deficiencies may result in termination of the contract.

3.1v Services for future sites shall be as listed in sections 3.1l – 3.1p as required and performed during schedule (s) listed below:

- (a) Bethesda House, Nazareth House and Hebron House services shall be performed twice per week (Monday – Friday) on the same day of each week. This schedule shall remain the same for these locations throughout the life of the contract. All work shall

be completed between the hours of 8:00 a.m. and 4:00 p.m. Contractor shall complete the checklist of the scheduled tasks performed and submit it to the AWU Contract Manager upon completion of monthly cleaning.

- (b) Annex, Emmaus House, Chapel and Cana House, services shall be performed once per month on the same day and week of each month. This schedule shall remain the same for these locations throughout the life of the contract. All work shall be completed between the hours of 8:00 a.m. and 4:00 p.m. Contractor shall complete the checklist of the scheduled tasks performed and submit it to the AWU Contract Manager upon completion of monthly cleaning.
- (c) Bethany House services shall be performed once per month and on an as needed basis when facility is vacated. All work shall be completed between the hours of 7:00 a.m. and 10:00 a.m. Contractor shall complete the checklist of the scheduled tasks performed and submit it to the AWU Contract Manager upon completion of monthly cleaning.
- (d) Onion Creek House(s), services shall be performed once per month on the same day each month. This schedule shall remain the same for this location throughout the life of the contract. All work shall be completed between the hours of 8:00 a.m. and 4:00 p.m. Contractor shall complete the checklist of the scheduled tasks performed and submit it to the AWU Contract Manager upon completion of monthly cleaning.

3.1w Parts and Equipment

- a. 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.
- b. Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
- c. 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.

4.0 CONTRACTOR/EMPLOYEE QUALIFICATIONS AND SPECIAL REQUIREMENTS

- 4.1 Contractor shall employ only qualified personnel who are skilled in the performance of maintenance and custodial service.
- 4.2 Contractor should ensure all personnel assigned to this project have a minimum four (4) years' experience in the building maintenance and custodial services industry. The City of Austin reserves the right to review the resumes of all personnel assigned to this contract.
- 4.3 The contractor shall maintain minimum employee requirements identified in above sections 3.1k.1 and 3.1k.2 to satisfactorily perform daily tasks and scheduled operations.
- 4.4 The contractor shall ensure each employee assigned to this contract has proper identification which contains both the contractor and employee name on at all times while performing maintenance and custodial services at AWU facilities.

- 4.5 Contractor shall ensure employee is in an identifiable uniform shirt at all times during the performance of maintenance and custodial services at all AWU facilities.
- 4.6 Contractor shall designate a crew leader or a designated responsible representative, in charge of work crew who shall be at the work site during all hours worked by the contractor's personnel.
- 4.7 Contractor shall designate a responsible representative in charge of work crew and work performance, who shall conduct scheduled and unscheduled site visits, and scheduled and unscheduled inspections.
- 4.8 Management personnel of the contractor will be required to contact the City of Austin quarterly, to coordinate (scheduled and unscheduled) reviews and inspections of all work performed.
- 4.9 Contractor must submit state and local criminal background record searches for each employee assigned to this project. The AWU Contract Manager will review and approve all employees assigned to this project.
- 4.10 Personnel performing under this contract shall be direct employees of the contractor.

5.0 DAMAGES

Surfaces, fixtures or furnishings damaged by contractor's employees shall be replaced or repaired to the satisfaction of the City of Austin by the contractor, at no cost to the City. It shall be the responsibility of the contractor and the City to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

6.0 SAFETY PRECAUTIONS

Contractor shall not permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Maintenance and custodial service employees shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.

7.0 CITY REQUIREMENTS

- 7.1 The City will provide Water and Electricity

The City of Austin shall provide light, water and electricity as necessary to enable the contractor to provide the services described in this document. The contractor shall use these facilities only to perform the contractual duties.

- 7.2 AWU – Has fourteen (14) locations utilizing the maintenance and custodial service contract. The City reserves the right to add or remove locations as necessary. AWU shall provide an on-site contact list for the fourteen locations.
- 7.3 AWU will provide all supplies, parts and tools needed to perform maintenance requirements outlined in section 3.11.
- 7.4 The City will furnish the below listed items.

Toilet Paper	Pine Cleaner
Hand Soap	Disinfectant Cleaner
Toilet Seat Covers	Windex Cleaner
Paper Towels	Chrome Cleaner/Polish
Room Deodorizers	Sanitary napkins
Batteries for Deodorizers	Buffer Pads
HVAC Filters	Paint and Caulk
Grease for bearings	Ceiling Tiles
Light bulbs	

- 7.5 The City will provide contracted vendor a list of City observed holidays.
- 7.6 The City will be responsible for review and approval of equipment and material and supplies list Contractor shall use on this contract.
- 7.7 The City will have the right to require the contractor to dismiss from the premises covered by this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the City.
- 7.8 The City will have the right to refuse dismissed employees to be re-employed on subject premises by contractor to fulfill the requirements of this contract.
- 7.9 The City requires the contractor meet the City's service delivery requirements as indicated in Section 3.1 Contractor Requirements. The City reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 7.10 Contractor and all contractor employees performing services here-under, are not, by this contract, constituted an agent or employee of the City. Accordingly Contractor and contractor employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual contractor employees.

8.0 POSTED RULES, REGULATIONS

- 8.1 Contractor shall provide to Contractor Manager, the rules and regulations governing their employees while in the building.
- 8.2 U.S. Department of Labor, OSHA Safety and Health Standards.

9.0 REPORTS AND RECORDS

- 9.1 Contracted vendor shall provide a cleaning schedule for all tasks which are scheduled for performance on other than a daily basis. Schedule shall indicate date(s) when contractor shall accomplish tasks, scheduled worker(s) for each task and Crew lead or individual assigned as person in charge for that day.

- 9.2 Contracted vendor shall provide daily, weekly, monthly, semi-annual and annual checklist of work performed.

10.0 INVOICING REQUIREMENTS

- 10.1 Invoices shall be mailed by the 5th day of each month, to the address below:

City of Austin, Austin Water Utility
Attn: Jessica Easley
625 E. 10th St., Ste. 500
Austin, Texas 78701

- 10.2 Invoices shall include the following:

- Invoice shall be a pre-printed form with Company (Contractor) Name.
- Invoice shall have printed Contractor address, phone number and e-mail.
- Handwritten invoices will not be accepted.
- Invoice shall have a unique number.
- Invoice shall have the City's contract number listed on the invoice.
- Date of each visit.
- Location of each visit.
- Itemized description and pricing for each visit/each location.
- Signed Grounds Maintenance Checklist for each visit at each location.

- 10.3 Contractor shall submit one invoice per location per month. Invoice shall have a unique number duplicate invoices will not be accepted.

- 10.4 Billing statements will not be submitted in lieu of invoice for payment processing.

- 10.5 AWU will review charges for accuracy and authorize payment.

11.0 DEFINITION OF TERMS AND STANDARDS

11.1 Dusting

A properly dusted surface is free of all dirt and dust, dust streaks, lint, and cobwebs.

11.2 Plumbing Fixture, Restroom Stalls, and Dispenser Cleaning

Plumbing fixtures, restroom stalls, and dispensers are cleaned when free of all deposits and stains so that item is without dust streaks, film, odor, debris collection on the drain, and stain.

11.3 Sweeping

A properly swept or dust-mopped floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit as determined by the City of Austin.

11.4 Cleaning and Finishing (Waxing) Floors

A satisfactorily cleaned and finished (waxed) floor is without dirt and dust, marks, film, streaks, debris & standing water.

11.5 Appearance of Floor Requiring Application of Floor Finish (Wax)

All areas requiring a floor finish shall be maintained in a manner and by methods providing for gloss-like appearance, removal of surface dirt, and shall have a uniform appearance.

11.6 Carpeted Floors

A satisfactorily vacuumed carpet or floor shall be one free of all dirt, staples, dust, grit, and lint and debris. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas will be thoroughly vacuumed with a machine that has adequate suction to lift dirt and residue from the base of the rug nap (3.5 amps or greater). All spots will be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution for such spot or stain removal will be an approved type solution that will not stain or discolor the carpet, nor produce shrinking.

Carpet Cleaning and Extraction Procedure

Bonnet procedure for removing carpet stains:

- Vacuum the carpet thoroughly to remove dirt
- Apply minimal amounts of hot water and generous amount of bonnet chemical (Pro's Choice Brush & Bonnet in Green Cleaning category or approved equal)
- Apply bonnet chemical to spotted areas with low-speed buffing machine using a 21-inch Low Profile with Green Scrub Strips Bonnet (Rubbermaid #P271 or approved equal)
- Repeat until stains are gone then begin carpet cleaning/extraction process below.

Carpet cleaning/extraction process:

- Vacuum the entire area thoroughly to remove dirt and crystallized bonnet chemicals
- Add cleaning chemical (Pro's Choice Dirt Chaser in Green Cleaning category) to carpet cleaning/extraction machine
- Run machine over the entire carpet area to be cleaned
- Empty out soiled water and refill with clean water for rinse and extraction process using Pro's Choice SCR rinse chemical: repeat extraction process until water extracted becomes clear

Carpet Protection Application process:

- Apply carpet stain protection using the Pro's Choice Protection Plus chemical
 Pump type sprayer - Dilute 8 to 1 and apply 1 gallon per 200 square feet.
 Injection sprayer - Set at 8 to 1 use undiluted. Total coverage will be 1800 square feet.

11.7 Glass

Glass is clean when all accessible glass surfaces are without streaks, debris, film, deposits,

and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

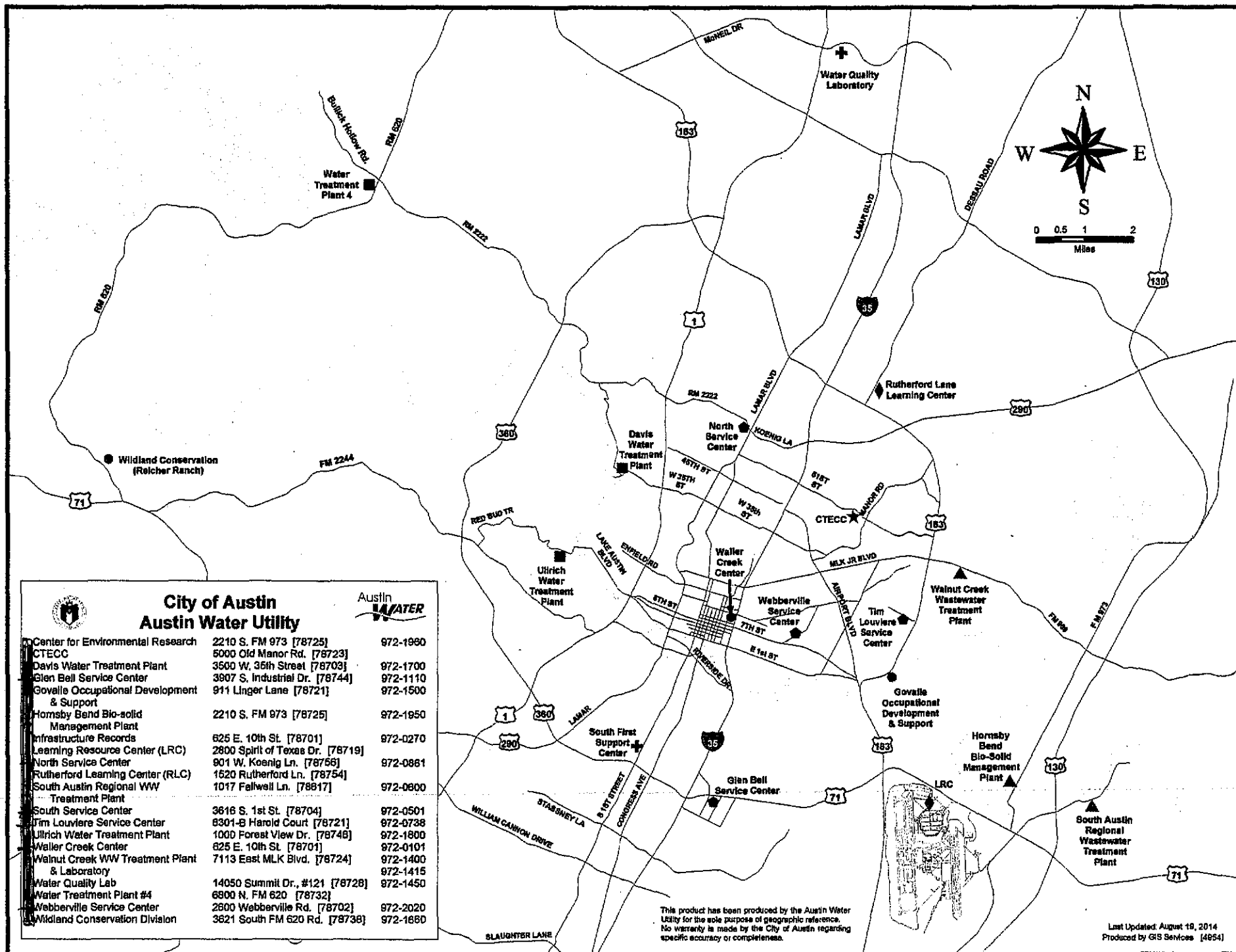
11.8 Wastebaskets

Wastebaskets will be considered properly cleaned when they are emptied and new plastic bags are inserted in the wastebaskets. Ashtrays and urns will be considered properly cleaned when they are empty and wiped with a chemically treated or damp cloth.

11.9 Furniture and Desk Top Cleaning

Furniture, phones, calculators, computers, and desk tops will be considered properly cleaned when the surface is without dirt and dust marks, film.

[illegible]





From cleaning to
reconstruction,
turn to UCS

Invoice

Date	Invoice #
12/10/2014	185708

(BHW Operating Company, LP)

Bill To:
Sample

Toll Free: 844-385-6600
www.ucskompanies.com

Remit payment to:
1834 Ferguson Ln., Ste. 1000
Austin, TX 78754

OPS

P.O. No.	Work Order No.	Terms	Rep
		Net 30	

Reference	Service Date	Description	Amount
		Janitorial Service	0.00T

TERMS OF SALE: In consideration of the materials and services described above, the customer agrees to pay the amount specified above within thirty days from the date hereof and further agrees to pay interest on any amounts not so paid at the rate of 1.5% per month which is equivalent to an annual percentage rate of 18%. Texas law allows a creditor to charge interest on the balance of an open-end account. The rate of interest may be up to an "annualized ceiling", which is never below 18% a year. Your agreement to pay us 18% a year on outstanding balances may be renewed when the Texas Consumer Credit Commissioner adjusts the annualized ceiling that is applicable to your open-end account with us. In that event, we may leave the 18% a year rate in effect without additional notice to you. The customer further agrees if said payment is not made and said account is referred by UCS to a collection agency or attorney for collection of suit, the customer will pay all costs of collection incurred by UCS including without limitation, reasonable attorney's fees and any court costs. The venue for all collections suits shall be in Travis County, Texas. Preferred Customer and all other discounts shall be void if the entire balance due is not paid within thirty days after the date hereof. All invoice disputes must be received in writing within 30 days of the invoice date.

Sales Tax (8.25%)	\$0.00
Total	\$0.00
Payments/Credits	\$0.00
Balance Due	<u>\$0.00</u>

Austin, Texas
Direct: 512-385-6600
Fax: 512-385-0320

Belton, Texas
Direct: 254-634-7613
Fax: 254-731-2520

San Antonio, Texas
Direct: 210-385-6600
Fax: 210-587-2422

For billing inquiries, please call 844-385-6600
or e-mail billing@ucskompanies.com.

Reconstruction and mold remediation services
provided by UCS Restoration, LLC, Lic. #RCO1008

**BID SHEET
CITY OF AUSTIN
MAINTENANCE AND CUSTODIAL SERVICES**

BID NO. ISR0003

RQM NO. 2200 14100200009

BID OPENING DATE AND TIME: December 2, 2014 at 2:00 p.m.

BUYER: Irene Sanchez-Rocha

Copies of Bid: Vendor must submit copies of its signed bid - ONE original and TWO copies and One electronic copy.

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

ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
	WALLER CREEK CENTER (I) 625 E. 10th St. Austin, Texas 78701				
1	MAINTENANCE & CUSTODIAL SERVICES	12	Months	13,800.00	154,800.00
	WEBBERVILLE SERVICE CENTER (II) 2600 Webberville Road Austin, Tx 78702				
3	MAINTENANCE & CUSTODIAL SERVICES	12	Months	4,497.00	50,364.00
	TRAVIS WATER TREATMENT PLANT #4 (III) FM 620 & Bullick Hollow Austin, Tx 78732				
5	MAINTENANCE & CUSTODIAL SERVICES	1	Months	1,897.00	22,764.00
	SOUTH AUSTIN REGIONAL TREATMENT PLANT (IV) 1017 Fallwell Lane Del Valle, Tx 78617				
7	MAINTENANCE & CUSTODIAL SERVICES	12	Months	2,897.00	34,764.00
	GOVALLE TRAINING CENTER (V) 911 Linger Lane Austin, Tx. 78721				
9	MAINTENANCE & CUSTODIAL SERVICES	12	Months	2,897.00	7,644.00

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CITY OF AUSTIN
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ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
	TIM LOUVIERE SERVICE CENTER (VI) 6301 B. Harold Court Austin, Tx 78721				
11	MAINTENANCE & CUSTODIAL SERVICES NORTH SERVICE CENTER (VII) 901 West Koenig Lane Austin, Tx 78756	12	Months	2,897.00	34,764.00
13	MAINTENANCE & CUSTODIAL SERVICES GLEN BELL SERVICE CENTER (VIII) 3907 South Industrial Dr. Austin, Tx. 78744	12	Months	2,897.00	34,764.00
15	MAINTENANCE & CUSTODIAL SERVICES DAVIS WATER TREATMENT PLANT (IX) 3500 W. 35th St. Austin, Tx. 78703	12	Months	1,897.00	22,764.00
17	MAINTENANCE & CUSTODIAL SERVICES HORNSBY BEND BIO-SOLID MANAGEMENT PLANT (X) 2210 FM 973 Austin, Tx. 78725	12	Months	1,397.00	16,764.00
19	MAINTENANCE & CUSTODIAL SERVICES SOUTH FIRST SUPPORT SERVICE CENTER (XI) 3616 SOUTH 1ST ST. Austin, Tx. 78704	12	Months	4,897.00	58,764.00

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CITY OF AUSTIN
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ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
21	MAINTENANCE & CUSTODIAL SERVICES	12	Months	4,633.00	55,596.00
	SUMMIT WATER QUALITY LABORATORY (XII) 14050 Summit Dr. #121 Austin, Tx. 78728				
23	MAINTENANCE & CUSTODIAL SERVICES	12	Months	1,597.00	19,164.00
	ULLRICH WATER TREATMENT PLANT (XIII) 10000 Forest View Drive Austin, Tx. 78728				
25	MAINTENANCE & CUSTODIAL SERVICES	12	Months	1,897.00	22,764.00
	WALNUT CREEK WASTEWATER TREATMENT PLANT (XIV) 7113 East MLK Blvd Austin, Tx 78724				
27	MAINTENANCE & CUSTODIAL SERVICES	12	Months	2,497.00	29,964.00
	WILDLAND CONSERVATION REICHER RANCH FUTURE SITES (XV) 3621 RR 620 Austin, Tx 78738				
29	BETHANY HOUSE (Service as indicated on 3.1v (a))	12	Months	75.00	900.00
30	ANNEX (Service as indicated on 3.1v(b))	12	Months	75.00	900.00
31	EMMAUS HOUSE (Service as indicated on 3.1v(b))	12	Months	75.00	900.00
32	CHAPEL (Service as indicated on 3.1v(b))	12	Months	75.00	900.00
33	CANA HOUSE (Service as indicated on 3.1v(b))	12	Months	75.00	900.00
34	BETHESDA HOUSE (Service as indicated on 3.1v(a))	52	Week	60.00	3,120.00
35	NAZARETH HOUSE (Service as indicated on 3.1v(a))	52	Week	60.00	3,120.00

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MAINTENANCE AND CUSTODIAL SERVICES**

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ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
36	HEBRON HOUSE (Service as indicated on 3.1v(a))	52	Week	60.00	3,120.00
	WILDLAND CONSERVATION ONION CREEK HOUSE (XVI) 6201 FM 967 Buda, Tx 78610				
38	ONION CREEK HOUSE (Service as indicated on 3.1v(d))	12	Months	75.00	900.00
39	ONION CREEK SIDE HOUSE (Service as indicated on 3.1v(d))	12	Months	75.00	900.00
				Total Bid	581,304.00

COMPANY NAME: UCS

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

ACCOUNTS RECEIVABLE POINT OF CONTACT:

NAME _____ PHONE # _____ E-Mail: _____

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.

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	UCS					
Physical Address	1834 Ferguson LN., Austin TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name UCS

1. Company's Name Tig Management
Name and Title of Contact Michelle Ackermann - Property Manager
Present Address 901 S. Mopac Expressway
City, State, Zip Code Austin, TX 78764
Telephone Number (512) 732-0400 Fax Number ()
Email Address _____

2. Company's Name Capital Metro
Name and Title of Contact Perry Dillard - QA Coordinator
Present Address 2910 E. 5th
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 389-7411 Fax Number ()
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

Section 0815: Living Wages and Benefits Contractor Certification

Company Name UCS

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

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title
John Bombardt	Business Development
Max Rhorer	Division Manager
Kimbra Herring	Janitorial Services
Wilmer Mendez	Janitorial Operations
Ben Wells	President
Monique Goldsberry	CSR

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 \$11.00 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 employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Section 0835: Non-Resident Bidder Provisions

Company Name UCS

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

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

Answer: (1)

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

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

Answer: _____ Which State: _____

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

Answer: _____



1834 Ferguson Lane, Suite #1000

Austin, TX 78754

Toll Free: 844/385-6600

Fax: 512/385-0320

www.ucskompanies.com

Introduction to UCS

UCS is the one of the largest full service cleaning and restoration service company in Central Texas. We provide fire and flood loss damage cleaning, water mitigation, mold remediation, and general reconstruction services to residential, multi-family, military installations, and commercial clients throughout Texas in a 20+ county region which includes: Bastrop, Bexar, Blanco, Burleson, Burnet, Caldwell, Comal, Coryell, Falls, Guadalupe, Hays, Kendall, Kerr, Lampasas, Lee, Llano, McLennan, Milam, San Saba, Travis and Williamson Counties.

UCS enjoys an A+ rating with the Better Business Bureau, is a member of Crawford Contractor Connection, and has been a service provider for many insurance claim programs including: Farm Bureau, Farmers, Germania, Travelers, and USAA. UCS was named to the Inc. Magazine 5000 list of fastest growing privately-owned companies in America in 2010, 2011, 2012 and 2013.

Our services include:

- Air Ducts
- Carpet Cleaning and Repair
- Commercial Janitorial
- Construction Cleans
- Dryer Vent Cleaning
- Emergency Water Extractions
- Fire/Flood Restoration
- Maid Service
- Mold Remediation
- Smoke & Soot Contents Pack Out/Cleaning

BHW Operating Company, LP (UCS) is headquartered in Austin, Texas, with branch offices in Belton and San Antonio. Principal is Benjamin H. Wells. [REDACTED] The company carries \$1M in General Liability coverage, an additional Excess Liability Policy of \$5M, Workers' Comp coverage, and Automobile coverage policies for \$1M each through Liberty Mutual, and \$1M in Pollution coverage through Chartis.

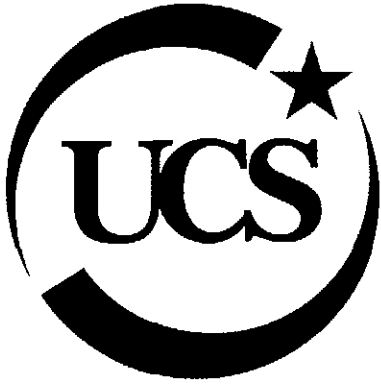
Our company holds many licenses and certifications, including:

Texas Mold Remediation License (MRC1008), IICRC Certified Firm (No 178845), and US EPA Lead Safe Certification (No NAT-25347-1).

UCS is available to respond to any emergency 24/7. We have on-call technicians available any time of the day or night when disaster strikes. Each division of UCS is separately staffed by a team of trained professionals, and led by an experienced management supervisor. To request bids or schedule 24/7 emergency response from any of our lines of service: Carpet, Maids, Janitorial, or Restoration, please contact our main number at 844-385-6600.

We encourage you to find out more about UCS, including our professional licenses, affiliations, and client references at www.UCSCompanies.com.

From cleaning to reconstruction, turn to UCS!



PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

Full-Service Janitorial

Offering services for high-end commercial, schools, and more...

Full-Service Cleaning

UCS is a local, full-service facility company committed to our customers' satisfaction as well as to our customers' tenants/occupants. We're dedicated to the tailored needs of each individual tenant resulting in satisfied accounts across Austin. Customers are our priority!

Servicing the Greater Austin Area

We offer services to a wide-range of customers all across the Greater Austin area. We specialize in Master Agreements for multiple-site contracts as well as supply our one-site locations with professional, reliable janitorial service. We reach from San Antonio to Georgetown, and from Bastrop to Dripping Springs, and are expanding more as we continue to provide our customers with great service.

High Quality Service from Great Employees

We provide high quality service because we hire great people. Our cleaners undergo a rigorous training program and are subject to criminal background checks in compliance with Chapter 145 of the Texas Civil Practice and Remedies Code. Our cleaners are uniformed at all times on job sites.

Comprehensive Proposals and Site Evaluations

UCS offers only professional, comprehensive proposals specifically customized to meet your and your tenants' needs. We'll always offer solutions as well as plenty of options to better meet the needs. We assess each proposed account thoroughly. Our clients deserve the services of a company that understands their specific business needs and is focused on their success. At UCS, we emphasize professionalism, integrity, and responsibility in every aspect of our operation. We would be proud to be among those you look to for professional assistance for your cleaning, janitorial, and building maintenance needs.

Other Services are Available

In addition to providing great janitorial services, we also offer carpet cleaning service, make-ready maid service and air duct cleaning services. Through our subsidiary, UCS Restoration, LLC, we provide fire, wind and water damage restoration, and mold remediation services (TX License No. RCO1008).

Our Mission

To be uncompromising about customer service, to treat our customers and employees with respect and integrity, and to be the best full service company in Texas.

Our 100% Guarantee

At UCS, we stand behind our work 100%. If you are not satisfied with the work that we have done, please let us know, and we will do everything that we can to fix the problem.

Our Affiliations

We are a member of the *Better Business Bureau of Central Texas*, the *Austin Apartment Association*, the *Apartment Association of Central Texas*, the *Austin Chapter of the National Association of Residential Property Managers* and the *Building Owners and Managers Association*.



Austin (Corp. Office)

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PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

Quality Assurance Program

Improving ourselves means improving our customer's reputation...

Monthly Score Inspection

We use a unique Quality Assurance Program utilizing a 106 point check list uniquely designed and tailored by UCS to measure the janitorial quality in each of our buildings. Dependent upon the size of the project, a scheduled inspection is performed by one of our trained managers on a monthly basis. The inspection scores are evaluated by our executive staff, and are used as a measurement tool for performance-based cleaning. Other routine inspections are completed nightly, weekly, and as scheduled by the assigned front-line supervisors and/or the assigned operational managers.

Periodical Surveys to Customers

Periodically, we issue a general customer survey to all our customers. We always are interested in the first-hand perspective of the customer. These surveys are typically sent out on a quarterly basis. The results taken from these surveys are also used to measure the deficiencies or success of the assigned managers and their assigned accounts.

Periodical Surveys to the Customers' Customers

Periodically, we also issue a general customer survey to all of our customers' tenants and/or occupants (with the prior approval of our primary client). We are especially interested in the satisfaction of the tenants as well. These surveys are typically sent out on a quarterly basis. The results taken from these surveys are also used to measure the deficiencies or success of the assigned managers and their assigned accounts.

Weekly to Monthly Meetings or Other for Larger Accounts

At UCS, communication is essential. We operate and provide a unique cleaning experience by staying proactive and meeting regularly with customers on a one-on-one basis. A mutually convenient, routine meeting is typically scheduled for our larger clients.

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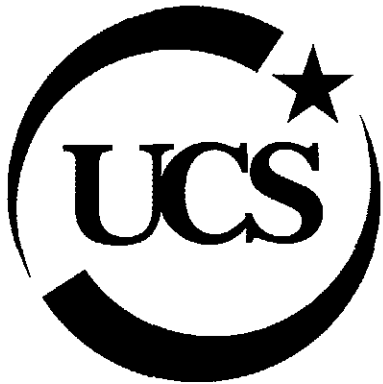
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Security Control Points

Securing areas and protecting your investments is crucial...

Secure Areas will be Pre-Designated

At UCS, we always make it a priority to discuss any secure areas that have certain restrictions and/or special instructions. It is not uncommon for an office space to have a secure, off-limit area; we pre-designate these areas as Secure Areas and avoid accessing them at the discretion of the customer. At times, an approved badge, special ID card, or FOB key is required to pass security check points; UCS is familiar with these types of processes and will ensure that these processes are followed.

Security Check Point System for Designated Interior

After a contract is awarded, and during our start-up process, we meet with management and walk-through the site evaluating each cleanable area. In the event that there are doors that need to be locked after cleaning is complete, we use our fail-safe process for identifying which areas and/or which doors need to be secured nightly. UCS's trained staff will properly identify these areas during their daily or nightly shift.

Alarm Systems and Exterior Doors

Along with securing all interior areas and doors properly, we always confirm with each tenant the step-by-step processes for any security alarms or other security measures needed before entering or exiting the cleanable space. All exterior doors are locked after each entering and exiting of the building.

Key Inventory and Issuance

At UCS, building keys are handled like money...well accounted for and stored away in a safe place. We take key handling and inventory seriously. Due to the large volume of keys needed in a given building, and the number of hands that keys go through, UCS has developed a Key Inventory Inspection Program. All employees undergo an orientation and training program where this program is emphasized. We do not accept losing keys, misplacing keys, compromising security, or allowing misuse of any key privileges at UCS. All related matters are dealt with seriously and we take extra precautions to avoid all foreseeable difficulties.

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PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

Our Training Programs

Providing the best employees means providing the best training...

Orientation Training

Every new-hire must attend a mandatory pre-screening orientation conducted by one of our trained professionals at our corporate office. These orientations will include a combination of training clips and presentations of company history and structure, cleaning program, chemical safety, security measures, equipment usage, uniform requirements, and more. These hands-on orientations allow our candidates to experience to some degree what type of work will be involved, and allow them a first-hand experience of what will be expected on the job.

On-the-job Training

After an employee is screened and employed, their first assignment is to an existing account where they are introduced to the project, project coordinator, and the team members. Under the guidance of a supervisor, the candidate is working in one of our four cleaning specialties. Routine monitoring is done for a length of time as the employee learns his or her role as part of the team. Periodically, short on-site trainings are conducted before the shift begins with all of the team members present.

Training Program for Supervisors

Training is key to our success. We dedicate substantial resources to a monthly training program designed to equip our supervisors with the knowledge they need to properly service their accounts. At UCS, we are devoted to staying abreast of the latest technology and safety standards and we are committed to educating our account supervisors in order to effectively and efficiently exceed our customer's expectations. Not only has this monthly training program provided a confidence in our supervisors but it has also equipped and encouraged them to be more proactive.

Training the Trainers

At UCS, we realize a training program must be conducted by trained professionals who are up-to-speed with the latest technology and knowledgeable of the most current building standards and regulations. We invest substantial time and energy keeping our managers and training personnel up-to-date by attending various janitorial trade shows, local and national certification classes, seminars, and attending many local courses and building management functions.

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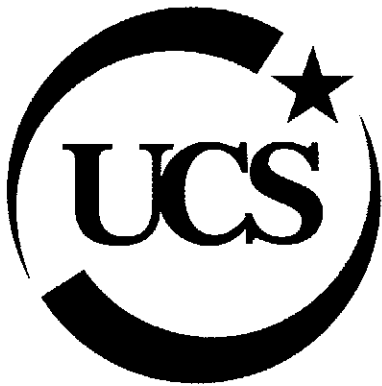
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Account Management

PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

Account Management

Measuring for success is planning for guaranteed results...

UCS Cleaning Management Approach

We believe that success can be measured in formulas and methods. All success has a formula. Although following a successful formula may not always guarantee flawlessness, it minimizes failure. In all facets of our operations, we evaluate the janitorial history of each account for common errors, implement proactive solutions for the present based on our assessments, and purposely outline goals for tangible future success for all our accounts. Our primary tool utilized to achieve this goal is our exclusive 106 Point Janitorial Inspection (used to measure general office environments) and our Clean Room Protocol Inspection (used to measure clean room environments).

Overview of Account Management Team

UCS dedicates a seasoned Account Manager to each new janitorial account. This seasoned janitorial manager must have a proven track record in exceeding customers' expectations while effectively managing at least one other janitorial account and must have been with the company for at least one year. Depending on each account, typically an Account Supervisor or a Lead Technician (a lead technician is a working-supervisor) is assigned to each account. This Account Supervisor or Lead Technician will be an on-site employee responsible for the day-to-day cleaning operations. This Account Supervisor or Lead Technician reports directly to the Account Manager. He or she also participates in a formal training class held at our corporate office at least once monthly in a class-type environment in addition to daily instruction and training. Also, the Account Manager and the Account Supervisor (or Lead Technician) meet weekly to discuss on-going operations and hot-items of the week in addition to daily communication.

Open Communication with our Management Team

The Account Manager will provide to the Client the best contact information at all times such as the following: UCS Cleaning emergency number, the Account Manager's office number including any extension, the Account Manager's company cellular phone number, at least one personal phone number of the Account Manager (used solely for emergency situations), the Account Manager's company e-mail address, the Account Supervisor's cellular phone number, any company e-mail for the Account Supervisor, and any pagers or hand-held device contacts for any on-site UCS employees.

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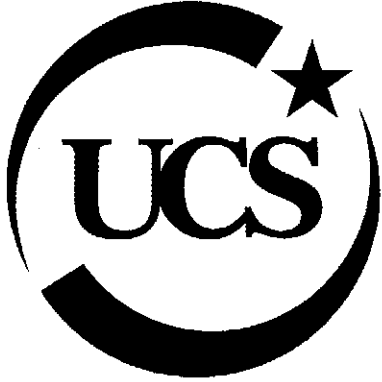
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Call us at **512-385-6600** or visit us online at **www.ucscleaningservices.com**.



About Our Employees



PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

UCS Employees

Pre-screening, interviewing, hiring, training, promoting, succeeding...

Recruiting the Right Workers

UCS works together with and utilizes the services of local recruiting firms to identify those candidates best suited for janitorial services. In addition, our select recruiting firms recommend those qualified janitorial candidates who have completed a general 40 hour course in custodial services (the training course that is offered by our select recruiting firms is conducted in addition to UCS Cleaning training programs). As well as outsourcing part of the recruiting process, UCS is continuously generating a general employee pool utilizing various advertising methods such as local newspapers, local job fairs at various public traffic-ways, word of mouth referrals, and UCS offers incentives to its employees for referring friends or relatives.

High Quality Service from Great Employees

We provide high quality service because we hire great people. Our cleaners undergo a rigorous training program and are subject to criminal background checks in compliance with Chapter 145 of the Texas Civil Practice and Remedies Code. Candidates must also complete a drug screening prior to any job placement within UCS.

Training Floating Employees for Absenteeism

UCS usually employs floating replacements. These floating employees are usually day-time employees who rotate between accounts; servicing a minimum of one different account every month at the discretion of UCS and with the approval of each related customer. Training floating employees at different sites allows UCS to offer more competent "fill-in" personnel in the event of expected and unexpected absenteeism.

Training Floating Employees for New Account Start-Up

With the standard 30 days notice, UCS will employ cleaning technicians 30 days before the start date of the new account. Our goal is to assign new and veteran cleaning technicians to every new account. Each new account receives a veteran Account Supervisor or Lead Technician from UCS. It is not unusual for UCS to have the entire projected labor force of a newly awarded contract hired and trained several weeks in advanced to the contract start date.

UCS Employee Uniforms and Badges

UCS employees are required to wear our uniform and name badge at all times upon arrival at the site and throughout the duration of their shift.

Call us at **512-385-6600** or visit us online at
www.ucscorporations.com.

Our Mission

To be uncompromising about customer service, to treat our customers and employees with respect and integrity, and to be the best full service company in Texas.

Our 100% Guarantee

At UCS, we stand behind our work 100%. If you are not satisfied with the work that we have done, please let us know, and we will do everything that we can to fix the problem.

Our Affiliations

We are a member of the *Better Business Bureau of Central Texas*, the *Austin Apartment Association*, the *Apartment Association of Central Texas*, the *Austin Chapter of the National Association of Residential Property Managers* and the *Building Owners and Managers Association*.



Austin (Corp. Office)

1834 Ferguson Ln.
Ste. 1000
Austin, TX 78754

Direct: 512-385-6600
Fax: 512-385-0320

Toll-Free: 844-385-6600 (24-hour)

www.ucscorporations.com • service@ucscorporations.com



About Employee Supervision



PROFESSIONAL • QUALITY SERVICE • GREAT PEOPLE • RELIABLE

UCS Employee Supervision

Supervising employees while providing detailed schedules...

Supervision of Cleaning Technicians

UCS works closely with each on-site supervisor to develop methods for providing effective supervision. As part of a monthly training course required for each on-site supervisor, we cover effective methods of supervision including team playing techniques, adherence to pre-determined cleaning schedules, and corrective coaching actions. In these class settings, supervisors are educated in reviewing, approving, and enforcing employee clock-in and clock-out times as well as enforcing the approved cleaning schedule for each employee. It is the responsibility of the on-site supervisor to ensure employees arrive on-time, and that each employee begins his shift immediately upon arrival or at the appropriate time that the shift begins. The on-site supervisor reports directly to the Account Manager.

Biometric Time Tracker Utilizing Voice Recognition

All hourly employees involved in each account are required to properly clock-in within the start time and finish time of their shift. The on-site supervisor must supervise the signing-in and signing-out of each employee as they begin and end the scheduled shift. In some cases, depending upon the size and availability of each janitorial account, UCS implements a Biometric Time Tracker (BTT). The BTT allows the cleaning technicians to call in from a land line phone to clock-in and clock-out according to their shift schedules. Only the pre-designated land line is recognized by the BTT requiring the employee to be on-site at the time of the call. Within 15 minutes of the start of the shift, if there has been no call received from the cleaning technician, an automated alert will be sent both to our corporate office and to the assigned Account Manager. In other cases the BTT is not available, the employees have an alternate phone number to our corporate office to call at the beginning of their shift; the time stamp of the call is recorded by one of our office staff and used to approve timesheets later.

Open and Constant Communication

The Account Manager and the assigned on-site supervisor communicate constantly with all cleaning technicians for each account. This applies to communication made at the beginning, during, and each shift. Also, employees are encouraged to give three weeks notice of any scheduled appointments or requested time off when possible. Any requested time off must be submitted in writing and approved by a member of our corporate office. It is the responsibility of the Account Manager to handle any scheduled and unscheduled absenteeism while communicating with customer.

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ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Invitation for Bid (IFB): **ISR0003** ADDENDUM NO. **1** DATE OF ADDENDUM: **November 14, 2014**

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

Clarifications:

1. Pre-bid questions:

(Q1) How many evening employees required at each location and why does this not match up to required minimum evening crew listed in section 3.1k2.

(A1) Section 3.1k2 is correct as listed. Sites listed below were listed as current sites but should be listed as future sites.

South Austin Regional WW Treatment Plant (IV) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	22,000	-	-	-	-

Davis Water Treatment Plant (IX) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	7,500	-	-	-	-

Hornsby Bend Bio-Solid Mgmt Plant (X) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	3,300	-	-	30,000	-	-	-	-

South Service Center (XI)

(Minimum. 1/2- Maintenance & Custodial Staff & 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	35,000	-	-	-	-

Summit Water Quality Laboratory (XII) (Minimum. 1/2- Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	3,000	-	-	5,900	-	-	-	-

Ullrich Water Treatment Plant (XIII) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	14,433	-	-	-	-

Walnut WW Treatment Plant (XIV) (Minimum 2-Evening Maintenance & Custodial Staff):

FLOOR #	A	B	C	D	E	F	G	H
1	-	-	-	16,000	-	-	-	-

(Q2) Is there going to be a site visit for each location?

(A2) The site visit is scheduled for Tuesday the 18th at 9:00 a.m. beginning at Waller Creek Center 625 E. 10th St. Austin, Tx. 78701 and proceeding to all current facilities. Future sites will not be viewed at this time.

2. The Pre-Bid sign in log is attached.

All other terms and conditions remain the same.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-972-0048

ACKNOWLEDGED BY:

<u>UCS</u>	<u></u>	<u>12/9/14</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Invitation for Bid (IFB): **ISR0003** ADDENDUM NO. **2** DATE OF ADDENDUM: **November 21, 2014**

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

Clarifications:

1. Questions:

(Q1) Do you have a list of the number of windows at each facility and are you wanting just ground floor / 1st floor windows cleaned or all floors both interior & exterior?

(A1) I do not have a list of all windows at all facilities. The facility walk through to view the windows as well as the facility was performed on Tuesday the 18th. Window cleaning shall be performed on windows on all floors and windows shall be cleaned on the inside as well as the outside. Future sites windows will not be required to be cleaned until the facilities come on board.

(Q2) Reicher Ranch Wildland Conservation (XV) (Per 3.1v below minimum 2-evening maintenance and custodial staff):?

(A2) Services for sites listed under Reicher Ranch Wildland Conservation, shall be performed as listed in 3.1V (a), (b) (c) and (d). The 2-evening maintenance and custodial staff may be a part of the evening maintenance and custodial crew but neither facility shall require a fulltime employee crew.

(Q3) South Austin Regional WW Treatment is this location actually 22,000 feet of VCT Flooring?

(A3) The facility is 2,200 square feet. This facility however is a future site.

All other terms and conditions remain the same.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-972-0048

11/21/14

ACKNOWLEDGED BY:

UCS

SUPPLIER


AUTHORIZED SIGNATURE

DATE

12/9/14

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ADDENDUM
INVITATION FOR BID
MAINTENANCE AND CUSTODIAL SERVICES
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Invitation for Bid (IFB): **ISR0003** ADDENDUM NO. **3** DATE OF ADDENDUM: **December 1, 2014**

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

1.0 Changes to solicitation due dates as follows:

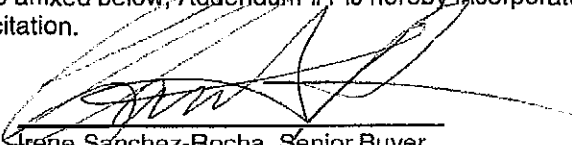
1.1 Bid Due Prior to Time and Date is changed to 2:00 p.m., Tuesday, December 9, 2014.

1.2 Bid Opening Time and Date is changed to 2:15 p.m., Tuesday, December 9, 2014.

All other terms and conditions remain the same.

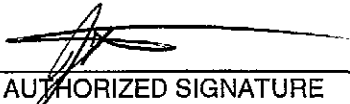
BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-972-0048

ACKNOWLEDGED BY:

UCS
SUPPLIER


AUTHORIZED SIGNATURE

12/9/14
DATE

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



ADDENDUM
INVITATION FOR BID
MAINTENANCE AND CUSTODIAL SERVICES
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Invitation for Bid (IFB): ISR0003 ADDENDUM NO. 4 DATE OF ADDENDUM: December 4, 2014

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

1.0 Changes to solicitation due dates as follows:

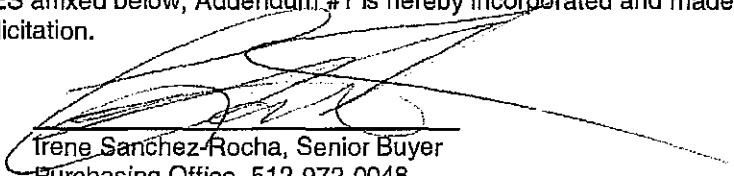
1.1 Remove bid line items 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 37 and 40 for window washing.

1.2 Attach revised bid sheet.

All other terms and conditions remain the same.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-972-0048

ACKNOWLEDGED BY:

UCS
SUPPLIER


AUTHORIZED SIGNATURE

12/9/14
DATE

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



RECEIVED

2014 OCT 27 PM 2:30

CITY OF AUSTIN, TEXAS



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

FROM: Irene Sanchez-Rocha, Senior Buyer

DATE: October 27, 2014

SUBJECT: Request for Determination of Goals for Solicitation No.
Project Name: Maintenance and Custodial Services
Commodity 910, 9100997, 91039, 9103945
Code(s):
Estimated Value: \$250,000.00 annually

ISR 0003

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

Maintenance and Custodial Services IFB ISR0003 AWU-125 Scope of Work included in this e-mail.

The Departmental Point of Contact is: Darrell Richmond at Phone: 512-972-0313

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-0048

___ Approved w/ Goals

___ Approved, w/out Goals

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

a. Goals: ___ % MBE ___ % WBE

b. Subgoals ___ % African American ___ % Hispanic

___ % Native/Asian American ___ % WBE

This determination is based on the following reasons:

This is an agreement to provide maintenance & custodial services. There are no subcontracting opportunities. However, there are over 40 certified firms for this scope. Purchasing send out the bid offer on Nov. 3, 2014 - all certified firms

Veronica Lara, Director

Date:

10/28/2014

cc: Lorena Resendiz