

Amendment No. 3
to
Contract No. 5600 GA150000058
for
Parts for Shared use Passenger System at ABIA
between
OmniData Services Group LLC
and
Stanley K. Peterson dba VidTronix LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 2, 2018 through April 1, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/02/2015 – 04/01/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Vendor Name Change	\$0.00	\$450,000.00
Amendment No. 2: Administrative Increase	\$58,000.00	\$508,000.00
Amendment No. 3: Option 1: Extension 04/02/2018 – 04/01/2019	\$150,000.00	\$658,000.00

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

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

Sign/Date: _____

Printed Name: Ryan Wang
Authorized Representative

Vidtronix LLC
6607 Martindale Road
Shawnee, KS 66218

Sign/Date: _____

Printed Name: James T. Howard
Authorized Representative

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



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

Sign/Date:

3/22/18

Printed Name: Ben Suttles
Authorized Representative

A handwritten signature of Ben Suttles in black ink.

Omnidata Services Group LLC
11010 Neeshaw Drive, Bldg B
Houston, TX 77065

Sign/Date:

A handwritten signature of James T. Howard in black ink.

Printed Name: JAMES T. HOWARD
Authorized Representative

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



**Financial Service Department
Purchasing Office**
124 W. 8th St., Austin, Texas, 78701

April 2, 2015

Vidtronix Ticket & Label LLC
Ryan Mang
General Counsel
6607 Martindale Road
Shawnee, Kansas 66218

Omnidata Services Group LLC
Ben Suttles
Vice-President
11010 Neeshaw Drive, Bldg B
Houston, Texas 77065

The Austin City Council approved the execution of a contract with your companies for Parts for the Shared Use Passenger System at ABIA as per the IFB Bid Sheet

Responsible Department:	Aviation Department
Department Contact Person:	Phillip Bays
Department Contact Email Address:	Phillip.Bays@Austintexas.gov
Department Contact Telephone:	(512) 530-2638
Project Name:	Parts for the Shared Use Passenger System at ABIA
Contractor Name:	Vidtronix Ticket & Label LLC and Omnidata Services Groyp LLC
Contract Number:	MA-5600-GA150000058
Contract Period:	April 2, 2015 through April 1, 2018
Extension Options:	Two 12-month Options
Dollar Amounts:	Not to Exceed \$450,000 each and combined for both companies for the initial term and Not to Exceed \$150,000 each and combined for both companies for the extension Options
Agenda Item Number:	23
Council Approval Date:	March 26, 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,

Shawn M. Willett

Shawn M. Willett
Corporate Purchasing Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Phillip Bays, Aviation Department

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Vidtronix Ticket & Label LLC (“Contractor”)
for
Parts for the Shared Use Passenger System at ABIA
MA 5600 GA150000058A**

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 Vidtronix Ticket & Label LLC having offices at Shawnee, Kansas 66218 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB SMW0211REBID.

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), SMW0211REBID including all documents incorporated by reference
- 1.1.3 Vidtronix Ticket & Label LLC Offer, dated February 26, 2015, including subsequent.

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 36-months and may be extended thereafter for up to two 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 two Contractors combined shall be paid a total Not-to-Exceed amount of \$450,000 for the initial Contract term and \$150,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

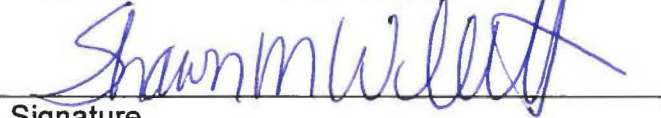
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended,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

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

CITY OF AUSTIN

Shawn M Willett

Printed Name of Authorized Person



Signature

Corporate Purchasing Manager

Title:

April 2, 2015

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: SMW0211REBID

DATE ISSUED: January 26, 2015

REQUISITION NO.: RQM 14110400039

COMMODITY CODE: 45037

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

Shawn M Willett
Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: shawn.willett@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Supply Agreement for Parts
for the Shared Use Systems at ABIA

PRE-BID CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on February 11, 2015

BID OPENING TIME AND DATE: 2:15 PM on February 11, 2015

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 150 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, 1 COPY, AND 1 ELECTRONIC COPY (CD or Flash Drive) 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	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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: VidTronix LLC
Company Address: 6607 Martindale Road
City, State, Zip: Shawnee Kansas 66218
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Ryan Mang
Title: General Counsel
Signature of Officer or Authorized Representative: [Signature]
Date: 2/6/15
Email Address: r.mang@vidtronix.com
Phone Number: 913-441-9777

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

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SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

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 not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance may be required for this solicitation.

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

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

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

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

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

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six months and may be extended thereafter for up to two additional twelve 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 thirty-six months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **CONTRACT AWARD:**
- This contract will be awarded in an amount not to exceed \$450,000 for the initial contract term and not to exceed \$150,000 for each of the extension options. This is a requirements based contract and work will be requested as required and specified by the City for each project. The not to exceed amount is not a guarantee of any work under the contract.
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.

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6. DELIVERY REQUIREMENTS:

Location:

Austin-Bergstrom Warehouse

9400 Freight Ln. – Building A

Austin, TX 78719

Days:

Mon-Fri 7a-5p

- A. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

- 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.

8. RESTOCKING FEES:

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

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9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

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

10. 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.

11. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing

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Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. 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>

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 36 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

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time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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

Weight % or \$ of Base Price: 100%	
Database Name : Producer Price Index Industry Data	
Series ID: PCU33411 - 33411	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Computer & Peripheral equipment Mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

14. **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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

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.

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

SCOPE OF WORK
Solicitation No. IFB SMW0211REBID
Description: Airport Shared Use Equipment supply agreement

1.0 PURPOSE

The Aviation Department has purchased a Shared Use Passenger Processing System (SUPPS) that is utilized by the Airlines at the Austin-Bergstrom International Airport. This is an Invitation for Bid (IFB) which will be used to supply parts for the SUPPS to continue expanding and maintaining the system. While the City prefers to award the contract to a single Contractor, we reserve the right to award to multiple Contractors if it is in the best interest of the City and helps ensure a supply of all needed equipment and parts.

2.0 DELIVERY AND ORDERING REQUIREMENTS

- 2.1 Estimated order quantities of each item are as noted on the bid sheet.
- 2.2 City Contract Manager or designee shall place orders for the items.
- 2.3 Deliveries shall be made within fourteen (14) calendar days of the order.
- 2.4 Deliveries shall be FOB destination.
- 2.5 Rush delivery orders shall be received by the City within 3-5 business days of notification by the City Contract Manager and receipt of purchase order.
- 2.6 Contractor shall include one (1) copy of itemized packing slip to the delivery site; the following information shall be included on packing slips:
 - 2.6.1 Contract Price Agreement Number
 - 2.6.2 Purchase Order Number (DO #)
 - 2.6.3 Quantities Ordered
 - 2.6.4 Quantities Shipped
- 2.7 Complete shipments are desired, however, partial shipments shall be considered/required upon occasion, and shall be delivered at no additional cost to the City. Partial shipments must be approved by the ABIA staff prior to shipment.
- 2.8 Products shall be new and in the manufacturer's box with full warranty extending from the date of delivery to the City.

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

BUYERS Shawn Willett

Copies of Bid: Vendor must submit one signed copies and one electronic copy of your response. The electronic version must be in pdf format

Special Instructions: Bidder must be able to provide the parts below and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment in section 0400 for the Specified items listed below. These prices should be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in section B for the non-specified items.

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

The City may award the contract for any section, item, or group of items on the solicitation, or any combination deemed most advantageous to the City. The quantities noted below are annual estimates and not a guarantee of actual volume. Quantities will be as needed and specified by the City for each order.

FOB Destination, freight prepaid and allowed and to be included on the bid price.

SECTION A - SHARED USE EQUIPMENT

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Vidtronix Map printer with serial interface, burster, display, 203dpi printhead. Includes US power cord, power supply and a one year warranty (Item MAP/S/S/S/N - Manufacturer Vidtronix)	30	Each	\$ <u>2300.00</u>	\$ <u>69,000.00</u>
2	Vidtronix Printer Encasement (Item Cabinet - Manufactuere Vidtronix)	25	Each	\$ <u>1050.00</u>	\$ <u>26,250.00</u>
3	Access Keyboard ATB421 MDOP/US GHX V6FW (Item Keyboard - Manufactuere Access Interfacing Solutions)	20	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
4	Access BGR135 Ser Receipt Print (Item Boarding Gate Reader - Manufactuere Access Interfacing Solutions)	10	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
5	Honeywell BCR 1900 (Item Bar Code Reader - Manufacure Honeywell)	20	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
6	Smart 1000 LCD UPS (Item Uninterrupted Power Supply - Manufactuere Triplite)	20	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
7	StarTech 4 Port RS232 PCI Express Serial Card with Breakout Cable (Item PCI Serial Card - Manufactuere StarTech)	35	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
8	RUSH Order request - Delivery within 3-5 business days as per Scope of Work section 2.5	2	Each	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
SECTION A TOTAL BID PRICE					\$ <u>97,250.00</u>

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:

VidTronix LLC

Company Address:

6607 Martindale Road

City, State, Zip:

Shawnee Kansas 66218

Federal Tax ID No.

[REDACTED]

Printed Name of Officer or Authorized Representative:

Ryan Mang

Title:

General Counsel

Signature of Officer or Authorized Representative:

[Signature]

Date:

2/6/15

Email Address:

r.mang@vidtronix.com

Phone Number:

913-441-9777

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

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

SECTION B NON-SPECIFIED ITEMS

-The City may wish to purchase additional type of supply product to be used with Vidtronix Map Printer, IER 919 Kiosk, and Zebra TTP2030 Supplies from the Contractor which are not specified above. The prices for these non-specified items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

-The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including subsequent renewal periods, and are not subject to increase.

-Bidder shall provide the manufacturer(s) of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list (if applicable), and either the percentage discount(s) or markup(s) to the identified price list(s)

ITEM NO.	MANUFACTURER CATALOG	MARK-UP TO DEALER COST	EXTENDED PRICE (Annual Estimate)
9	Manufacturer <u>Vidtronix LLC</u>	<u>0</u> % Discount	10,000.00
	Price List Name <u>MAP</u>	or <u>0</u> % Markup	
	Price List Number <u>1</u>		
	Price List Effective Date <u>2/6/15</u>		
	Manufacturer <u>Vidtronix LLC</u>	<u>0</u> % Discount	
	Price List Name <u>Encasement</u>	or <u>0</u> % Markup	
	Price List Number <u>2</u>		
	Price List Effective Date <u>2/6/15</u>		
	Manufacturer _____	_____ % Discount	
	Price List Name _____	or _____ % Markup	
	Price List Number _____		
	Price List Effective Date _____		

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: Ryan Mang

EMAIL ADDRESS: r.mang@vidtronix.com

TELEPHONE 913 441 9777

Contractor shall deliver goods via common Carrier? (Article 32, Section 0300 shall not apply to this contact) YES X NO _____

Contractor shall deliver goods via contractor's own vehicle? (Article 32, Section 0300 shall apply to this contact) YES _____ NO X

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 MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

N/A

KANSAS COMPANY

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Solicitation No. IFB SMW0211REBID

Section 0835: Non-Resident Bidder Provisions

Company Name

VidTronix LLC

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

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

Answer:

non-resident bidder

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

Answer:

No

Which State:

KANSAS

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

Answer:

N/A



Financial Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

April 2, 2015

Vidtronix Ticket & Label LLC
Ryan Mang
General Counsel
6607 Martindale Road
Shawnee, Kansas 66218

Omnidata Services Group LLC
Ben Suttles
Vice-President
11010 Neeshaw Drive, Bldg B
Houston, Texas 77065

The Austin City Council approved the execution of a contract with your companies for Parts for the Shared Use Passenger System at ABIA as per the IFB Bid Sheet

Responsible Department:	Aviation Department
Department Contact Person:	Phillip Bays
Department Contact Email Address:	Phillip.Bays@Austintexas.gov
Department Contact Telephone:	(512) 530-2638
Project Name:	Parts for the Shared Use Passenger System at ABIA
Contractor Name:	Vidtronix Ticket & Label LLC and Omnidata Services Groyp LLC
Contract Number:	MA-5600-GA150000058
Contract Period:	April 2, 2015 through April 1, 2018
Extension Options:	Two 12-month Options
Dollar Amounts:	Not to Exceed \$450,000 each and combined for both companies for the initial term and Not to Exceed \$150,000 each and combined for both companies for the extension Options
Agenda Item Number:	23
Council Approval Date:	March 26, 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,

Shawn M. Willett

Shawn M. Willett
Corporate Purchasing Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Phillip Bays, Aviation Department

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Omnidata Services Group LLC (“Contractor”)
for
Parts for the Shared Use Passenger System at ABIA
MA 5600 GA150000058B**

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 Omnidata Services Group LLC having offices at Houston, Texas 77065 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB SMW0211REBID.

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), SMW0211REBID including all documents incorporated by reference
- 1.1.3 Omnidata Services Group LLC Offer, dated January 29, 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 36-months and may be extended thereafter for up to two 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 two Contractors combined shall be paid a total Not-to-Exceed amount of \$450,000 for the initial Contract term and \$150,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

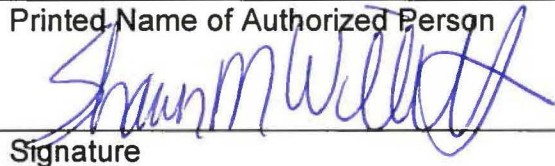
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended,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

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

CITY OF AUSTIN

Shawn M Willett

Printed Name of Authorized Person



Signature

Corporate Purchasing Manager

Title:

April 2, 2015

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: SMW0211REBID

DATE ISSUED: January 26, 2015

REQUISITION NO.: RQM 14110400039

COMMODITY CODE: 45037

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

Shawn M Willett
Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: shawn.willett@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Supply Agreement for Parts
for the Shared Use Systems at ABIA

PRE-BID CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on February 11, 2015

BID OPENING TIME AND DATE: 2:15 PM on February 11, 2015

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 150 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, 1 COPY, AND 1 ELECTRONIC COPY (CD or Flash Drive) 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	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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: OmniData Services Group
Company Address: 11010 Neeshaw Drive, Bldg. B
City, State, Zip: Houston, TX 77065
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Ben Suttles
Title: Vice President
Signature of Officer or Authorized Representative: [Signature]
Date: 1/29/2015
Email Address: bsuttles@omnidatasys.net
Phone Number: 281-465-4365 x 2003

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

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 not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance may be required for this solicitation.

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

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

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

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

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

**CITY OF AUSTIN
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IFB SMW0211REBID**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six months and may be extended thereafter for up to two additional twelve 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 thirty-six months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **CONTRACT AWARD:**
- This contract will be awarded in an amount not to exceed \$450,000 for the initial contract term and not to exceed \$150,000 for each of the extension options. This is a requirements based contract and work will be requested as required and specified by the City for each project. The not to exceed amount is not a guarantee of any work under the contract.
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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

6. DELIVERY REQUIREMENTS:

Location:

Austin-Bergstrom Warehouse

9400 Freight Ln. – Building A

Austin, TX 78719

Days:

Mon-Fri 7a-5p

- A. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

- 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.

8. RESTOCKING FEES:

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

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

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

10. 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.

11. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing

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Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. **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>

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 36 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

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IFB SMW0211REBID**

time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

- i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight % or \$ of Base Price: 100%	
Database Name : Producer Price Index Industry Data	
Series ID: PCU33411 - 33411	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Computer & Peripheral equipment Mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

14. **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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0211REBID**

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

SCOPE OF WORK
Solicitation No. IFB SMW0211REBID
Description: Airport Shared Use Equipment supply agreement

1.0 PURPOSE

The Aviation Department has purchased a Shared Use Passenger Processing System (SUPPS) that is utilized by the Airlines at the Austin-Bergstrom International Airport. This is an Invitation for Bid (IFB) which will be used to supply parts for the SUPPS to continue expanding and maintaining the system. While the City prefers to award the contract to a single Contractor, we reserve the right to award to multiple Contractors if it is in the best interest of the City and helps ensure a supply of all needed equipment and parts.

2.0 DELIVERY AND ORDERING REQUIREMENTS

- 2.1 Estimated order quantities of each item are as noted on the bid sheet.
- 2.2 City Contract Manager or designee shall place orders for the items.
- 2.3 Deliveries shall be made within fourteen (14) calendar days of the order.
- 2.4 Deliveries shall be FOB destination.
- 2.5 Rush delivery orders shall be received by the City within 3-5 business days of notification by the City Contract Manager and receipt of purchase order.
- 2.6 Contractor shall include one (1) copy of itemized packing slip to the delivery site; the following information shall be included on packing slips:
 - 2.6.1 Contract Price Agreement Number
 - 2.6.2 Purchase Order Number (DO #)
 - 2.6.3 Quantities Ordered
 - 2.6.4 Quantities Shipped
- 2.7 Complete shipments are desired, however, partial shipments shall be considered/required upon occasion, and shall be delivered at no additional cost to the City. Partial shipments must be approved by the ABIA staff prior to shipment.
- 2.8 Products shall be new and in the manufacturer's box with full warranty extending from the date of delivery to the City.

Notes

- 1) Shipping quoted as DDP to the ship to address
 - 2) Lead time is 4-6 weeks from order placement for Access; 1-2 weeks for other items
 - 3) Warranty is 2-years back to depot; up to 3-years additional warranty is available
 - 4) The quick release bracket option is included at no additional cost for the BGR135
 - 5) Receipt printer option is not included with the BGR135
 - 6) US Power cord included in price of the BGR135
 - 7) ODS quoted P/N: 1900GSR-2USB for Xenon 1900
 - 8) ODS quoted P/N: SMART1000LCD for UPS
 - 9) ODS quoted P/N: PEX45553B for Serial card
 - 10) Quoted w/OEM warranties
- Section 0500, Scope of Work

IFB SMW0211REBID

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

BUYERS Shawn Willett

Copies of Bid: Vendor must submit one signed copies and one electronic copy of your response. The electronic version must be in pdf format

Special Instructions: Bidder must be able to provide the parts below and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment in section 0400 for the Specified items listed below. These prices should be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in section B for the non-specified items.

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

The City may award the contract for any section, item, or group of items on the solicitation, or any combination deemed most advantageous to the City. The quantities noted below are annual estimates and not a guarantee of actual volume. Quantities will be as needed and specified by the City for each order.

FOB Destination, freight prepaid and allowed and to be included on the bid price.

SECTION A - SHARED USE EQUIPMENT

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Vidtronix Map printer with serial interface, burster, display, 203dpi printhead. Includes US power cord, power supply and a one year warranty (Item MAP/S/S/S/N - Manufacturer Vidtronix)	30	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
2	Vidtronix Printer Encasement (Item Cabinet - Manufactuere Vidtronix)	25	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
3	Access Keyboard ATB421 MDOP/US GHX V6F/W (Item Keyboard - Manufactuere Access Interfacing Solutions)	20	Each	\$ <u>835</u>	\$ <u>16700</u>
4	Access BGR135 Ser Receipt Print (Item Boarding Gate Reader - Manufactuere Access Interfacing Solutions)	10	Each	\$ <u>1430</u>	\$ <u>14300</u>
5	Honeywell BCR 1900 (Item Bar Code Reader - Manufacuere Honeywell)	20	Each	\$ <u>395</u>	\$ <u>7900</u>
6	Smart 1000 LCD UPS (Item Uninterrupted Power Supply - Manufactuere Triplite)	20	Each	\$ <u>157</u>	\$ <u>3140</u>
7	StarTech 4 Port RS232 PCI Express Serial Card with Breakout Cable (Item PCI Serial Card - Manufactuere StarTech)	35	Each	\$ <u>92</u>	\$ <u>3220</u>
8	RUSH Order request - Delivery within 3-5 business days as per Scope of Work section 2.5	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
SECTION A TOTAL BID PRICE					\$ <u>45260</u>

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

SECTION B NON_SPECIFIED ITEMS

-The City may wish to purchase additional type of supply product to be used with Vidtronix Map Printer, IER 919 Klosk, and Zebra TTP2030 Supplies from the Contractor which are not specified above. The prices for these non-specified items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

-The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including subsequent renewal periods, and are not subject to increase.

-Bidder shall provide the manufacturer(s) of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list (if applicable), and either the percentage discount(s) or markup(s) to the identified price list(s)

ITEM NO.	MANUFACTURER CATALOG	MARK-UP TO DEALER COST	EXTENDED PRICE (Annual Estimate)
9	Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____ . Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____ . Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____	No Bid % Discount No or Bid % Markup No Bid % Discount No or Bid % Markup No Bid % Discount No or Bid % Markup	10,000.00

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TELEPHONE _____

Contractor shall deliver goods via common Carrier? (Article 32, Section 0300 shall not apply to this contact) YES ☒ NO ☐

Contractor shall deliver goods via contractor's own vehicle? (Article 32, Section 0300 shall apply to this contact) YES ☐ NO ☒

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

N/A

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Section 0835: Non-Resident Bidder Provisions

Company Name OmniData Services Group LLC

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

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

Answer: Texas Resident Bidder

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

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

Answer: W/A Which State: _____

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

Answer: W/A



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BID**

Solicitation: IFB SMW0211REBID Addendum No: #1 Date of Addendum: 1/30/2015

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

I. Questions:

Q: Can you provide manufacturer part numbers for bid item numbers 5, 6, and 7?

A: Yes, please see below:

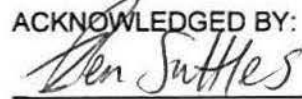
- Honeywell BCR 1900 (Item Bar Code Reader - Manufacturer Honeywell)
 - Xenon 1900
- Smart 1000 LCD UPS (Item Uninterrupted Power Supply - Manufacturer Triplite)
 - Model Number: SMART1000LCD
- StarTech 4 Port RS232 PCI Express Serial Card with Breakout Cable (Item PCI Serial Card - Manufacturer StarTech)
 - Product ID: PEX4S553B

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

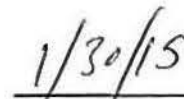
APPROVED BY:

 January 30, 2015
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, shawn.willett@austintexas.gov

ACKNOWLEDGED BY:


Name


Authorized Signature

 1/30/15
Date

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

Revised 8/4/2014

58
TO BE A DO

VidTroniX, LLC

6607 Martindale Road
Shawnee, KS 66218 USA

RMA Invoice

P.O. No.	Invoice Date	Invoice #
Non-PO Repairs	2/6/2015	R60654

Bill To:
City of Austin Airport 3011 Employee Ave Austin, TX 78719

Ship To:
Austin City Airport 3011 Employee Ave Attn: Gary L. Houff, Jr. Austin, TX 78719

Terms	Due Date
Net 30	3/8/2015

Ship Date	Ship Via	Tracking #
2/6/2015	FedEx Ground	7728 5490 3508

RMA #	Serial #	Item	Repair Action	Qty	Rate	Amount
15010901	M13-12-0005	CL MAP	Clean, lubricate, make all mechanical adjustments and full functional test for MAP Printer	1	159.00	159.00
		TPH80R8	ATP Printhead, 203 dpi	1	86.83	86.83
			Fixed loose print head mounting plate			
15010902	M13-09-0007	CL MAP	Clean, lubricate, make all mechanical adjustments and full functional test for MAP Printer	1	159.00	159.00
		TPH80R8	ATP Printhead, 203 dpi	1	86.83	86.83
		2ATPM9050...	Door Latch/Head lift sensor board for MAP	1	19.82	19.82
15010903	M13-09-0011 X	CL MAP	Clean, lubricate, make all mechanical adjustments and full functional test for MAP Printer	1	159.00	159.00
		TPH80R8	ATP Printhead, 203 dpi	1	86.83	86.83
15010904	M14-01-0064	CL MAP	Clean, lubricate, make all mechanical adjustments and full functional test for MAP Printer	1	0.00	0.00
			Warranty - No Charge 5-12-15			
		TPH80R8	ATP Printhead, 203 dpi	1	86.83	86.83
			Fixed loose print head mounting plate			
<p>If this is maint., it falls under OSB.</p>						

Please direct accounting inquiries to: Stephanie McDaniel

Total Due USD \$844.14

Phone #	Fax #	E-mail
913-441-9777	913-441-9471	s.mcdaniel@vidtronix.com

Why-MA

RCA 10-23-14

#06

VidTroniX, LLC

6607 Martindale Road
Shawnee, KS 66218 USA

Parts Invoice

P.O. No.	Invoice Date	Invoice #
DO 8100 15030909854	3/17/2015	P60786

Bill To:
City of Austin Airport 3011 Employee Ave Austin, TX 78719

Ship To:
City of Austin Attn: Phillip Bays Department of Aviation Maintenance Control Warehouse 9400 Freight Lane - Suite A Austin, TX 78719

Terms	Due Date
Net 30	4/16/2015

Ship Date	Ship Via	Tracking #
3/17/2015	FedEx Ground	7731 3355 5180

Part Name/#	Part Description	Qty	Rate	Amount
TPH80R8	ATP Printhead, 203 dpi	15	90.00	1,350.00
Cost of Shipping	Actual shipping fees billed to customer on final invoice	1	12.35	12.35
<p><i>Ryan to invoice internally with name: VidTroniX Ticket & Label, LLC"</i></p> <p><i>m2</i></p>				

Please direct billing related questions to Stephanie McDaniel, s.mcdaniel@vidtronix.com

Please direct service related questions to Erica Griffin, e.griffin@vidtronix.com

Phone #	Fax #	E-mail	Total Due	
913-441-9777	913-441-9471	s.mcdaniel@vidtronix.com	Payments/Credits	\$0.00
			Balance Due	\$1,362.35

PLEASE REFERENCE INVOICE NUMBER WITH REMITTANCE.

A SERVICE CHARGE OF 1 1/2% WILL BE APPLIED ON ALL PAST DUE BALANCES AS OF THE FIRST OF EACH MONTH.

Answer: Needs to be invoiced under Tic. & Lab.

m

#58

VidTroniX, LLC

6607 Martindale Road
Shawnee, KS 66218 USA

ATP Invoice

P.O. No.	Invoice Date	Invoice #
SMW0211REBID	4/27/2015	A60915

Bill To:
City of Austin Airport 3011 Employee Ave Austin, TX 78719

Ship To:
Austin City Airport 3011 Employee Ave Attn: Gary L. Houff, Jr. Austin, TX 78719

Terms	Due Date
Net 30	5/27/2015

Ship Date	Ship Via	Tracking #
4/27/2015	Federal Express	734 5428 0362

Printer/Part Name/#	Serial #/Description	Qty	Rate	Amount
MAP/S/S/S/N	Map printer with serial interface, burster, display, 203dpi printhead. Includes US power cord, power supply and a one year warranty (Misuse and printheads are not covered under warranty)	12	2,300.00	27,600.00
	SERIAL #'S: M15-05-0066 M15-05-0067 M15-05-0068 M15-05-0069 M15-05-0070 M15-05-0071 M15-05-0072 M15-05-0073 M15-05-0074 M15-05-0075 M15-05-0076 M15-05-0077			
Cabinet	Vidtronix Printer Encasement	12	1,050.00	12,600.00
Please direct any accounting issues to: Stephanie McDaniel			Total Due	\$40,200.00
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
913-441-9777	913-441-9471	s.mcdaniel@vidtronix.com	Balance Due	\$40,200.00

PLEASE REFERENCE INVOICE NUMBER WITH REMITTANCE.

A SERVICE CHARGE OF 1 1/2% WILL BE APPLIED ON ALL PAST DUE BALANCES AS OF THE FIRST OF EACH MONTH.



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: SMW0211REBID

DATE ISSUED: January 26, 2015

REQUISITION NO.: RQM 14110400039

COMMODITY CODE: 45037

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

Shawn M Willett
Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: shawn.willett@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Supply Agreement for Parts
for the Shared Use Systems at ABIA

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on February 11, 2015

BID OPENING TIME AND DATE: 2:15 PM on February 11, 2015

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 150 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, 1 COPY, AND 1 ELECTRONIC COPY (CD or Flash Drive) 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	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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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 not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance may be required for this solicitation.

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

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

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

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

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

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six months and may be extended thereafter for up to two additional twelve 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 thirty-six months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **CONTRACT AWARD:**
- This contract will be awarded in an amount not to exceed \$450,000 for the initial contract term and not to exceed \$150,000 for each of the extension options. This is a requirements based contract and work will be requested as required and specified by the City for each project. The not to exceed amount is not a guarantee of any work under the contract.
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.

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6. DELIVERY REQUIREMENTS:

Location:

Austin-Bergstrom Warehouse

9400 Freight Ln. – Building A

Austin, TX 78719

Days:

Mon-Fri 7a-5p

- A. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

- 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.

8. RESTOCKING FEES:

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

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9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

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

10. 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.

11. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing

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Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. 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>

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 36 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

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time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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

Weight % or \$ of Base Price: 100%	
Database Name : Producer Price Index Industry Data	
Series ID: PCU33411 - 33411	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Computer & Peripheral equipment Mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

14. **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

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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.

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

SCOPE OF WORK
Solicitation No. IFB SMW0211REBID
Description: Airport Shared Use Equipment supply agreement

1.0 PURPOSE

The Aviation Department has purchased a Shared Use Passenger Processing System (SUPPS) that is utilized by the Airlines at the Austin-Bergstrom International Airport. This is an Invitation for Bid (IFB) which will be used to supply parts for the SUPPS to continue expanding and maintaining the system. While the City prefers to award the contract to a single Contractor, we reserve the right to award to multiple Contractors if it is in the best interest of the City and helps ensure a supply of all needed equipment and parts.

2.0 DELIVERY AND ORDERING REQUIREMENTS

- 2.1 Estimated order quantities of each item are as noted on the bid sheet.
- 2.2 City Contract Manager or designee shall place orders for the items.
- 2.3 Deliveries shall be made within fourteen (14) calendar days of the order.
- 2.4 Deliveries shall be FOB destination.
- 2.5 Rush delivery orders shall be received by the City within 3-5 business days of notification by the City Contract Manager and receipt of purchase order.
- 2.6 Contractor shall include one (1) copy of itemized packing slip to the delivery site; the following information shall be included on packing slips:
 - 2.6.1 Contract Price Agreement Number
 - 2.6.2 Purchase Order Number (DO #)
 - 2.6.3 Quantities Ordered
 - 2.6.4 Quantities Shipped
- 2.7 Complete shipments are desired, however, partial shipments shall be considered/required upon occasion, and shall be delivered at no additional cost to the City. Partial shipments must be approved by the ABIA staff prior to shipment.
- 2.8 Products shall be new and in the manufacturer's box with full warranty extending from the date of delivery to the City.

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

BUYERS Shawn Willett

Copies of Bid: Vendor must submit one signed copies and one electronic copy of your response. The electronic version must be in pdf format

Special Instructions: Bidder must be able to provide the parts below and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment in section 0400 for the Specified items listed below. These prices should be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in section B for the non-specified items.

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

The City may award the contract for any section, item, or group of items on the solicitation, or any combination deemed most advantageous to the City. The quantities noted below are annual estimates and not a guarantee of actual volume. Quantities will be as needed and specified by the City for each order.

FOB Destination, freight prepaid and allowed and to be included on the bid price.

SECTION A - SHARED USE EQUIPMENT

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Vidtronix Map printer with serial interface, burster, display, 203dpi printhead. Includes US power cord, power supply and a one year warranty (Item MAP/S/S/S/N - Manufacturer Vidtronix)	30	Each	\$_____	\$_____
2	Vidtronix Printer Encasement (Item Cabinet - Manufactuere Vidtronix)	25	Each	\$_____	\$_____
3	Access Keyboard ATB421 MDOP/US GHX V6F/W (Item Keyboard - Manufactuere Access Interfacing Solutions)	20	Each	\$_____	\$_____
4	Access BGR135 Ser Receipt Print (Item Boarding Gate Reader - Manufactuere Access Interfacing Solutions)	10	Each	\$_____	\$_____
5	Honeywell BCR 1900 (Item Bar Code Reader - Manufacuere Honeywell)	20	Each	\$_____	\$_____
6	Smart 1000 LCD UPS (Item Uninterrupted Power Supply - Manufactuere Triplite)	20	Each	\$_____	\$_____
7	StarTech 4 Port RS232 PCI Express Serial Card with Breakout Cable (Item PCI Serial Card - Manufactuere StarTech)	35	Each	\$_____	\$_____
8	RUSH Order request - Delivery within 3-5 business days as per Scope of Work section 2.5	2	Each	\$_____	\$_____
SECTION A TOTAL BID PRICE					\$_____

**BID SHEET
CITY OF AUSTIN
IFB SMW0211REBID**

SECTION B NON_SPECIFIED ITEMS

-The City may wish to purchase additional type of supply product to be used with Vidtronix Map Printer, IER 919 Kiosk, and Zebra TTP2030 Supplies from the Contractor which are not specified above. The prices for these non-specified items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

-The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including subsequent renewal periods, and are not subject to increase.

-Bidder shall provide the manufacturer(s) of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list (if applicable), and either the percentage discount(s) or markup(s) to the identified price list(s)

ITEM NO.	MANUFACTURER CATALOG	MARK-UP TO DEALER COST	EXTENDED PRICE (Annual Estimate)
9	Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____ . Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____ . Manufacturer _____ Price List Name _____ Price List Number _____ Price List Effective Date _____	_____ % Discount or _____ % Markup . _____ % Discount or _____ % Markup . _____ % Discount or _____ % Markup	10,000.00

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TELEPHONE _____

Contractor shall deliver goods via common Carrier? (Article 32, Section 0300 shall not apply to this contact) YES _____ NO _____

Contractor shall deliver goods via contractor's own vehicle? (Article 32, Section 0300 shall apply to this contact) YES _____ NO _____

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

- B. If the Bidder 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: _____



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

FROM: Shawn Willett, Corporate Contract Compliance Manager

DATE: October 17, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. IFB SMW0211

Project Name: Parts for ABIA Shared Use Passenger Processing System
Commodity Code(s): 45037
Estimated Value: \$333,333 annually

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

No subcontracting opportunities have been identified for this project, this is a commodity purchase.

The Departmental Point of Contact is: Phillip Bays at Phone: 530-2638

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 512-974-2274.

☐ 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 a commodity purchase. There are no subcontracting opportunities.


Veronica Lara, Director

Date: 10/17/14

cc: Lorena Resendiz



Amendment No. 2
to
Contract No. GA15000058A
for
Parts for Shared use Passenger System at ABIA
between
Vidtronix, LLC
and the
City of Austin

- 1.0 This Contract is hereby amended to add an administrative increase of \$58,000 to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount (Combined between Vendors)	Total Contract Amount (Combined between Vendors)
Original Contract Term: 4/2/15 – 4/1/18	\$450,000.00	\$450,000.00
Amendment No. 1: Vendor name change	\$0.00	\$450,000.00
Amendment No. 2: Administrative Increase	\$58,000.00	\$508,000.00

- 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 and Date:

Printed Name: Ryan Mang
Authorized Representative

Vidtronix LLC
6607 Martindale Road
Shawnee, KS 66218

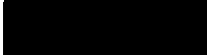

Signature and Date:

Shawn Willett 7/6/15
Shawn Willett, Corporate Purchasing Manager
IT Procurement Team
City of Austin
Purchasing Office



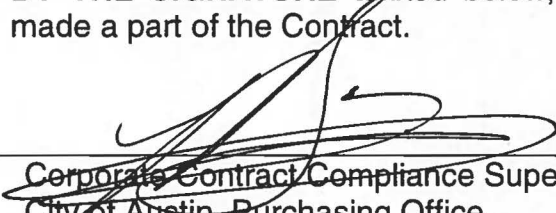
Amendment No. 1
to
Contract No. GA150000058
for
Parts for the Shared Use Passenger System at ABIA
between
Vidtronix Ticket & Label, LLC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Correct the vendor name on the contract above as requested and documented by the vendor.

	From	To
Vendor Name	Vidtronix Ticket & Label, LLC	Stanley K. Peterson dba Vidtronix, LLC
Vendor Code	V00000917033	V00000929805
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No.1 is hereby incorporated into and made a part of the Contract.


Corporate Contract Compliance Supervisor
City of Austin, Purchasing Office

Date

2/17/15

3603578

ARTICLES OF ORGANIZATION

OF

VIDTRONIX, LLC

The undersigned, for the purpose of forming a Limited Liability Company under the Kansas Revised Limited Liability Company Act, hereby adopts the following Articles of Organization:

ARTICLE I

The name of the Limited Liability Company is VidTroniX, LLC.

ARTICLE II

The address of the registered office of the Limited Liability Company in the state of Kansas is 24701 West 63rd Street, Shawnee, Johnson County, Kansas 66226 and the name of its initial resident agent at that address is Stanley K. Peterson.

ARTICLE III

The name and address of the organizer of the Limited Liability Company is as follows:

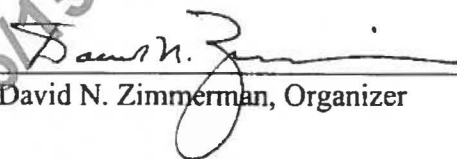
<u>Name</u>	<u>Address</u>
David N. Zimmerman	120 West 12 th Street, Suite 1600 Kansas City, MO 64105

ARTICLE IV

The date of the commencement of existence of the Limited Liability Company shall be the date of filing these Articles of Organization with the Kansas Secretary of State.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Dated: March 8, 2004


David N. Zimmerman, Organizer

03-12-2004	16:36:00
051	\$165.00
3720	01
3603578	PP


00817957

KCS

Kansas Business Center

Sponsored by Secretary of State Kris Kobach and Governor Sam Brownback

[Thinking](#)[Starting](#)[Maintaining](#)[Closing](#)

Business Entity Search

Date: 06/15/2015

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

Business Summary

Current Entity Name

VIDTRONIX, LLC

[File Name Change Online](#)

Business Entity ID Number

3603578

[View History and Documents](#)

Current Mailing Address: STANLEY K PETERSON - 6607 Martindale Road, SHAWNEE, KS 66218

[Update](#)

Business Entity Type: KANSAS LTD LIABILITY COMPANY

Date of Formation in Kansas: 03/11/2004

State of Organization: KS

Current Status: ACTIVE AND IN GOOD STANDING

[Certificate of Good Standing](#)

Resident Agent and Registered Office

Resident Agent: STANLEY K. PETERSON

Registered Office: 24701 WEST 63RD. STREET, SHAWNEE, KS 66226

[Update Resident Agent/Office](#)

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2014

Next Annual Report Due: 04/15/2016

[File Online](#)

Forfeiture Date: 07/15/2016

[Close Your Business](#)

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.



Amendment No. 1
to
Contract No. GA150000058B
for
Parts for Shared use Passenger System at ABIA
between
Omnidata Services group LLC
and the
City of Austin

- 1.0 This Contract is hereby amended to add an administrative increase of \$58,000 to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount (Combined between Vendors)	Total Contract Amount (Combined between Vendors)
Original Contract Term: 4/2/15 – 4/1/18	\$450,000.00	\$450,000.00
Amendment No. 1: Administrative Increase	\$58,000.00	\$508,000.00

- 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 and Date:

[Signature] 7/1/15

Printed Name:
Authorized Representative

Omnidata Services Group LLC
11010 Neeshaw Drive, Bldg B
Houston, TX 77065

Signature and Date:

[Signature] 7/6/15

Shawn Willett, Corporate Purchasing Manager
IT Procurement Team
City of Austin
Purchasing Office