



Amendment No. 3  
To  
Contract No. NA140000141  
For  
Direct Mail Services  
Between  
PrintMailPro.com  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 11, 2019 through August 10, 2020. No options will remain.
- 2.0 The City hereby exercises a two-and-one-hundredths percent (2.1%) price increase on the subject contract. The price increase is displayed in the table below and will become effective on August 11, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
100% Recycled Content Paper made from <u>100%</u> Post-Consumer Recycled Material					
1.1	Brush Collection Service Direct Mail Notifications Per Specifications	EA	\$0.084	1.021	\$0.086
1.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	\$0.084	1.021	\$0.086
100% Recycled Content Paper made from <u>40%</u> Post-Consumer Recycled Material					
2.1	Brush Collection Service Direct Mail Notifications Per Specifications	EA	n/a	n/a	n/a
2.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	n/a	n/a	n/a
100% Recycled Content Paper made from <u>10%</u> Post-Consumer Recycled Material					
3.1	Brush Collection Service Direct Mail Notifications Per Specifications	EA	\$0.042	1.021	\$0.43
3.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	\$0.042	1.021	\$0.43

- 3.0 The total contract amount is increased by \$38,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/11/2014 – 08/10/2017	\$114,000.00	\$114,000.00
Amendment No. 1: Option 1 – Extension 08/11/2017 – 08/10/2018	\$38,000.00	\$152,000.00
Amendment No. 2: Option 2 – Extension 08/11/2018 – 08/10/2019 Price increase of 5%	\$38,000.00	\$190,000.00
Amendment No. 3: Option 3 – Extension 08/11/2019 – 08/10/2020 Price increase of 2.1% 08/11/2019	\$38,000.00	\$228,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 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.
- 6.0 All other terms and conditions remain the same.

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

Sign/Date: Keith Daboul 08/09/19

Sign/Date: [Signature]

8-14-19

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Printed Name: Keith Daboub  
Authorized Representative

PrintMailPro.com  
9011 Tuscany Way, Suite 200  
Austin, Texas 78754  
(512) 821-9000 ext. 200  
[kdaboub@printmailpro.com](mailto:kdaboub@printmailpro.com)

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Matthew Duree  
Procurement Manager

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

**BID SHEET**  
**DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS**  
**INVITATION FOR BID (BEST VALUE)**

<b>100% Recycled Content Paper made from <u>10</u> % Post-Consumer Recycled Material</b> <small>(Indicate the most economical percentage of post-consumer recycled material, with a minimum amount of 10%)</small>					
Item No.	Description	Est. Quantity Per Year	Unit	Unit Price	Extended Price
3.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	\$0.04	\$17,960.00
3.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	\$0.04	\$17,960.00
Sub-Total <u>10</u> % Post-Consumer Recycled Material - (3.1 through 3.2)					\$35,920.00
<b><u>For responding to Sections 2 through 5, the Bidder may attach separate pages if desired.</u></b>					
<b>SECTION 2 – QUALIFICATIONS AND EXPERIENCE (20 Points)</b>					
Bidder is to demonstrate the firm's applicable experience and longevity in providing printing, bulk mail preparation and other related services similar to those described in the Scope of Work; experience, qualifications and number of staff to be dedicated to the City's account; references from clients (at least five) detailing ability to provide superior customer service including working collaboratively, exceptional project management and timely deliverables. <b>(Please attach additional information as deemed necessary to complete the response.)</b>					
See attached "Company Profile and History" sheet along with references from current clients.					
<b>SECTION 3 – QUALITY OF SAMPLES (10 Points)</b>					
Bidder is to provide a portfolio of samples of previous work similar to the products described in the Scope of Work showing superior quality and capabilities. Please be advised that the samples will not be returned. <b>(Please attach additional information as deemed necessary to complete the response.)</b>					
Samples are included in the bid packet					



BID SHEET  
DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS  
INVITATION FOR BID (BEST VALUE)

**BID NO.** IFB-BV 1500 JRD0110

**DATE:** 24-Mar-14

**BUYER:** Jonathan Dalchau, COA Buyer II

**Copies of Bid:** Bidder must submit (1) one signed original bid and (3) three copies.

**Note:** Estimated quantities are for evaluation purposes only. No quantities are guaranteed.

**SECTION 1 - BID PRICES - (51 Points)**

Bidders are required to provide pricing in Section 1 that covers all services detailed in the Scope of Work under the Unit Price. The annual estimated quantity is 400,000 mail notifications for Brush Collection and 400,000 mail notifications for Bulk Collection services. Bidders are asked to bid on 100% Recycled Paper that contains 100% Post-Consumer Recycled Material, Paper that contains 40% Post-Consumer Recycled Material, and the most economical Paper option that contains a minimum of 10% Post-Consumer Recycled Material. The Bidder offering the lowest total price with the best recycled content most advantageous to the City will receive the most points.

**100% Recycled Content Paper made from 100 % Post-Consumer Recycled Material**

Item No.	Description	Est. Quantity Per Year	Unit	Unit Price	Extended Price
1.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	\$0.08	\$31,680.00
1.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	\$0.08	\$31,680.00
<b>Sub-Total 100% Post-Consumer Recycled Material - (1.1 through 1.2)</b>					<b>\$63,360.00</b>

**100% Recycled Content Paper made from 40 % Post-Consumer Recycled Material**

Item No.	Description	Est. Quantity Per Year	Unit	Unit Price	Extended Price
2.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	n/a	#VALUE!
2.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	n/a	#VALUE!
<b>Sub-Total 40% Post-Consumer Recycled Material - (2.1 through 2.2)</b>					<b>#VALUE!</b>

BID SHEET  
DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS  
INVITATION FOR BID (BEST VALUE)

**SECTION 4 - SUSTAINABILITY (9 Points)**

Provide any details of your organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:

- Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;
- Minimize environmental impacts such as water and air pollution;
- Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment;
- Support up-cycling and recycling efforts as well as utilize products with high recycled content;
- Reduce environmental impacts in your organization's production and distribution systems;
- Support worker health, safety, and fair wages;
- Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

PrintMailPro currently utilizes natural light in our 50,000 sq ft warehouse for 80% of our working day (weather permitting). Additionally we currently have arrangements in place for the recycling of both paper and cardboard materials. All of our toner is environmentally friendly and the leftover waste is disposed of properly by trained service technicians. Our employees are consistently paid in the mid-top range of the salary expectations for their skillset and are provided with multiple insurance coverage options. Additionally topics, related to health and well-being, are presented to our employees on a monthly basis via HR and Operations Management. Our management and maintenance teams perform monthly service and safety checks of all equipment used at PrintMailPro. Not only does this aid in keeping our run-time percentage high, but it also keeps our workers safe. During the calendar year of 2013 we had no reported injuries.

**SECTION 5 – LOCAL BUSINESS PRESENCE (10 Points)**

See Section 0200 (Solicitation Instructions), Paragraph 12.C. (Local Business Presence), and complete and return Section 0605.

COMPANY NAME: PrintMailPro\_\_\_\_\_

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

PRINTED NAME: Troy Storm\_\_\_\_\_

EMAIL ADDRESS: Tstorm@printmailpro.com\_\_\_\_\_



Amendment No 2 of  
Contract No. NA140000141 for  
Direct Mail Services  
Between  
PrintMailPro.com  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 11, 2018 to August 10, 2019. There is one (1) option remaining.
- 2.0 The price increase submitted by PrintMailPro.com, is acceptable. The request includes a 5% increase in the unit price.
- 3.0 The total contract amount is increased by \$38,000.00 for the extension option period. The total Contract authorization is recapped below:

Item #	Description	Unit	Old Unit Price	2018 – 2019 New Unit Price
1.1	Brush Collection Service Direct Mail Notifications Per Specification	EA	\$0.08	\$0.084
1.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	\$0.08	\$0.084
2.1	Brush Collection Service Direct Mail Notifications Per Specification	EA	n/a	n/a
2.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	n/a	n/a
3.1	Brush Collection Service Direct Mail Notifications Per Specification	EA	\$0.04	\$0.042
3.2	Bulk Collection Service Direct Mail Notification Per Specification	EA	\$0.04	\$0.042

Term	Action Amount	Total Contract Amount
Basic Term: 08/11/2014 – 08/10/2017	\$114,000.00	\$114,000.00
Amendment No. 1: Option 1 08/11/2017 – 08/10/2018	\$38,000.00	\$152,000.00
Amendment No. 2: Option 2 08/11/2018 – 08/10/2019	\$38,000.00	\$190,000.00

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

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

Signature/Date: Keith Daboub 8/9/18

Printed Name:  
Authorized Representative

PrintMailPro  
9011 Tuscany Way STE 200  
Austin, TX 78754  
Keith Daboub  
[kdaboub@printmailpro.com](mailto:kdaboub@printmailpro.com)  
512-821-9000 x200

Signature/Date: Linell Brown  
Linell Brown, Contract Procurement Supervisor, II  
8-10-18

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701



Amendment No. 1  
of  
Contract No. NA140000141  
for  
Direct Mail Services  
Between  
PrintMailPro.com  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 11, 2017 to August 10, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$38,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/11/2014 – 08/10/2017	\$114,000.00	\$114,000.00
Amendment No. 1: Option 1 08/11/2017 – 08/10/2018	\$38,000.00	\$152,000.00

- 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: Keith Daboul 07/31/17

Printed Name:  
Authorized Representative

PrintMailPro  
9011 Tuscany Way STE 200  
Austin, TX 78754  
Spenser Boller  
sboller@printmailpro.com  
512-821-9000 x220

Signature: Cindy Reyes  
Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office





# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

August 8, 2014

PrintMailPro.com  
Troy Storm  
2500 McHale Court, Ste. 100  
Austin, TX 78758

Dear Mr. Storm:

The Austin City Council approved the execution of a contract with your company for Direct Mail Services for Brush and Bulk Collection Services in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery Department
Department Contact Person:	Diane Almanza
Department Contact Email Address:	<a href="mailto:Diane.Almanza@austintexas.gov">Diane.Almanza@austintexas.gov</a>
Department Contact Telephone:	(512) 974-1950
Project Name:	Direct Mail Services
Contractor Name:	PrintMailPro.com
Contract Number:	NA140000141
Contract Period:	8/8/2014 – 8/7/2017
Dollar Amount	\$114,000
Extension Options:	Three 12-month options
Requisition Number:	1500 - 14030600245
Solicitation Number:	JRD0110
Agenda Item Number:	50
Council Approval Date:	8/7/2014

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,

Jonathan Dalchau  
Senior Buyer  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
PrintMailPro.com ("Contractor")  
for  
Direct Mail Services for Brush and Bulk Collection Services  
NA140000141**

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 PrintMailPro.com having offices at Austin, TX 78758 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 JRD0110 Direct Mail Services for Brush and Bulk Collection Services.

**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), JRD0110 Direct Mail Services for Brush and Bulk Collection Services including all documents incorporated by reference

1.1.3 PrintMailPro.com Offer, dated 4/15/2014, 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 thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$114,000 for the initial Contract term and \$38,000 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 City has caused a duly authorized representative to execute this Contract on the date set forth below.

**PRINTMAILPRO.COM**

Keith Daboub

Printed Name of Authorized Person

*Keith Daboub*

Signature

CEO

Title:

8/8/2014

Date:

**CITY OF AUSTIN**

Jonathan Dalchau

Printed Name of Authorized Person

*[Signature]*

Signature

Senior Buyer

Title:

8/11/2014

Date:



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

**SOLICITATION NO:** JRD0110

**COMMODITY/SERVICE DESCRIPTION:** Direct Mail Services for  
Brush and Bulk Collection Services

**DATE ISSUED:** March 24, 2014

**REQUISITION NO.:** 1500 14030600245

**COMMODITY CODE:** 91558

**BID DUE PRIOR TO:** 2:00 PM, Wednesday, April 16, 2014

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

**BID OPENING TIME AND DATE:** 2:15 PM, Wednesday, April 16,  
2014

Jonathan Dalchau  
Buyer II

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

**Phone:** (512) 974-2938

**E-Mail:** jonathan.dalchau@austintexas.gov

**When submitting a sealed Offer and/or Compliance Plan, use the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL AND 3 COPY OF YOUR RESPONSE**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	4
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Signed Offer Sheet
- Section 0600                    Bid Sheets
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet (if required)
- Section 0835                    Nonresident Bidder Provision

**\* DOCUMENTS ARE HEREBY INCORPORATED INTO THIS SOLICITATION BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THESE SECTIONS ARE AVAILABLE, ON THE INTERNET AT THE FOLLOWING ONLINE ADDRESS:**

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

**IF YOU DO NOT HAVE ACCESS TO THE INTERNET, YOU MAY OBTAIN A COPY OF THESE SECTIONS FROM THE CITY OF AUSTIN PURCHASING OFFICE LOCATED IN THE MUNICIPAL BUILDING, 124 WEST 8<sup>TH</sup> STREET, ROOM #308 AUSTIN, TEXAS 78701; PHONE (512) 974-2500. PLEASE HAVE THE SOLICITATION NUMBER AVAILABLE SO THAT THE STAFF CAN SELECT THE PROPER DOCUMENTS. THESE DOCUMENTS CAN BE MAILED, EXPRESSED MAILED, OR FAXED TO YOU.**

**I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO CONTACT THE SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:**

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



**IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.**

**THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.**

Federal Tax ID No.:



Date:

04/15/14

Company Name:

PrintMail Pro

Address:

2500 McHale Court Ste 100

City, State, Zip Code:

Austin Texas

78758

Phone Number:

512-821-9000

Fax Number:

512-821-9004

Email Address:

TStorn@printmailpro.com

Printed Name of Officer or Authorized Representative:

Troy Storn

Title:

Account Executive

Signature of Officer or Authorized Representative:

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

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

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

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

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

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

**10. WORKFORCE:**

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

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

**12. INVOICES:**

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

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**13. PAYMENT:**

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

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

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

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

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



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

**19. WARRANTY – PRICE:**

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

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

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

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

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

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

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

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

**31. INDEMNITY:**

**A. Definitions:**

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

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

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

**A. General Requirements.**

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

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the



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

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

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

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

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

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

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

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

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

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**54. EQUAL OPPORTUNITY**

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

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

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

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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 no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT:**

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

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

5. **DELIVERY REQUIREMENTS:** See Specification and Bid Sheet

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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



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Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Resource Recovery
Attn:	Accounts Payable
Address	P.O.Box 1088
City, State Zip Code	Austin, TX 78767-1088

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

**7. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

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

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

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- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying 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>

9. **ECONOMIC PRICE ADJUSTMENT:**

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

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iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: PPI – Industry Data	
Series ID: PCU32311K32311K5	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Industry: Commercial printing (except screen and books)	
Description of Product: Digital commercial printing	
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.

10. **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:

Diane Almanza

512-974-1950

Diane.Almanza@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.

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**1.0 INTRODUCTION**

This specification establishes the minimum requirements for the purchase of printing and direct mail services for Brush collection and Bulk collection notification cards, also referred to here as “pieces.” The total number of pieces mailed each week for both Brush and Bulk collection is approximately 14,615. However, the weekly number will vary. Each year approximately 190,000 Brush collection customers and 190,000 Bulk collection customers are notified approximately twice per year (26-week cycle) of their scheduled week of collection. In addition to printing, this service will require the sorting of notification cards according to United States Postal Service (USPS) presort standard mail rate regulations and the delivery of notification cards to the USPS office located at 8225 Cross Park Drive, Austin, Texas 78710.

**2.0 BACKGROUND**

- 2.1 The City provides large Brush and Bulk collection services to its residential customers approximately two (2) times per year per service. Since the fall of 2000, the City has been notifying customers via collection notification cards two (2) to four (4) weeks in advance of the week in which their Brush or Bulk collection service is scheduled.
- 2.2 For each 26-week collection cycle, the City has 22 route areas for Bulk collection and 26 route areas for Brush Collection. Each Brush and Bulk collection notification card contains the week of the scheduled collection as well as information pertaining to acceptable/unacceptable materials and setout guidelines.

**3.0 CONTRACTOR REQUIREMENTS**

- 3.1 The Contractor shall print, address, and prepare the 8½” X 5½” notification cards on card stock recycled paper that is at least 0.009” thick, in full accordance with USPS presort standard mail requirements for Brush and Bulk collection using the database provided by the City (see Section 4.2)
- 3.2 The Contractor shall deliver each set of Brush/Bulk collection notification cards to the USPS office in a manner that will ensure that customers are notified a minimum of two weeks and a maximum of four weeks prior to the first day of the Brush/Bulk Collection week
- 3.3 The Contractor shall make the date changes for the separate Brush and Bulk notification cards for each set of weekly mailings as specified by the City from the latest database provided.
- 3.4 The Contractor shall be responsible for providing an Internet email address (preferred) or other mutually agreed upon means for facilitating the electronic transfer of database files and artwork from the City.
- 3.5 The Contractor shall, at the Contractor’s expense, acquire and add all addressing information necessary to ensure that the City receives the lowest possible presort standard mail rate (e.g., enhanced carrier route line of travel, bar coding). Each address listed in the aforementioned database shall receive exactly one notification for each individual service collection date.
- 3.6 The City would prefer to have all items printed on 100% recycled content of which 100% is made from post-consumer recycled material. **However, as an absolute minimum, all paper provided by the Contractor under this agreement shall have 10% recycled content and be certified by the Forest Stewardship Council or the Sustainable Forestry Initiative.**

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- 3.7 The Contractor shall print Brush collection notification cards on yellow paper with black ink on both sides and photo on one side and Bulk collection notification cards on blue paper with black ink on both sides and photo on one side.
- 3.8 The Contractor shall ensure that the address file matches the respective service area as scheduled by the City of Austin. (Example: The Bulk address file matches the Bulk service area according to the scheduled date provided.)
- 3.9 The Contractor shall print addresses directly on pieces to be mailed.
- 3.10 The Contractor shall mail pieces according to the USPS presort standard mail requirements for the lowest possible mail rate. The Contractor shall deliver pieces on a weekly basis to Austin Main USPS office at 8225 Cross Park Drive, Austin, Texas 78710 using the City's presort standard mail permit number.

**4.0 CITY REQUIREMENTS**

- 4.1 The City will provide the initial artwork template within thirty days on the contract award date. The City may choose to change the artwork for either Brush or Bulk notification and will give the Contractor at least a 30 day notice of such change.
- 4.2 The City will provide a database to the Contractor that contains a complete list of all addresses that are to receive the mailing. Fields included in the database are: address (including house number, street direction, street name, street type and unit, and building number where applicable), City, State, and 5-Digit Zip Code. The City will provide the database in the format selected by the Contractor: either Microsoft Access (preferred), Microsoft Excel Spreadsheet, or Dbase sent in a zip file. Updates to the City's database will occur monthly.
- 4.3 The City will pre-pay postage using the City's presort standard mail permit number.

**5.0 ADDITIONAL REQUIREMENTS**

- 5.1 The Contractor is to maintain an office or commercial facility for conducting business within a thirty (30) mile radius of the Austin, Texas Central Business District (downtown).
- 5.2 All work is subject to review and acceptance by City staff. All errors identified by the City or the Contractor shall be corrected in time to provide customers a minimum of two (2) weeks' notice, if possible.
- 5.3 The Contractor shall, at the Contractor's expense, be responsible for developing, printing, and mailing City-approved apology notes to each customer who should not have received a mail-out notification card but did, or received an incorrect mail-out notification card, due to Contractor error. The Contractor shall, at the Contractor's expense, be responsible for printing and mailing additional pieces to each customer who should have received a mail-out notification card but did not, or received an incorrect mail-out notification card, due to Contractor error.
- 5.4 The Contractor shall be responsible for any additional charges assessed to the City by the USPS as a result of the Contractor failing to comply, under the terms of this specification, with USPS presort standard mail requirements.

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- 5.5 The Contractor shall be responsible for any administrative, labor or fuel expenses incurred by the City or its contractors directly resulting from Contractor errors in the scheduled mailings. The use of incorrect address files for scheduled mailings results in the City having to provide service to two routes instead of one for each service (Brush and Bulk). In such cases, the City has to provide service to the routes that received the mailings in error as well as the routes that should have received the mailings. Many customers are used to checking the City's Web site for their normal scheduled collection dates, so even if they do not receive a mail brochure they would still set out materials based on the Web site schedule. The City would have to split their crews in half in order to provide service to both routes. This would result in unplanned overtime costs since the City would be servicing twice the normal number of homes in the same week. This would also result in doubling the Brush and Bulk Collection Program's fuel costs for that week because of the additional miles covered. Additional staff time would be required by administrative, supervisory and managerial personnel to respond to customer questions resulting from the confusing schedules, redistributing workloads to ensure all customers receive the proper service and coordinating with the City's mattress collection contractor to ensure that they service the proper areas.
- 5.6 Notification cards rejected for presort standard mailing due to non-compliance with USPS regulations shall be redone by the Contractor at no additional charge to the City and shall be corrected in time to provide customers a minimum of two (2) weeks' notice.
- 5.7 The City reserves the right to withhold 10% of the total contract amount until all work, including any apology notes and additional mail-outs, is completed.
- 5.8 The Contract will be utilized by the Austin Resource Recovery Department. The City reserves the right to allow other City Departments to utilize the Contract.

**6.0 PRICING AND PAYMENT**

- 6.1 The Contractor shall submit an invoice detailing the charges for each monthly billing cycle. The Contractor shall mail invoices to:
- City of Austin, Austin Resource Recovery Department  
Attention: Accounts Payable  
P.O. Box 1088  
Austin, Texas 78767-1088
- 6.2 For each monthly billing cycle, the first collection week (as reflected on the monthly data list provided to the Contractor by the City) will begin on the first Monday of that month. The final collection week of each monthly billing cycle (as reflected on the monthly data list) will be the entire week in which the last day of the month occurs.
- 6.2.1 Example 1: The list of addresses provided for May 2014 will reflect services to begin the week of May 5<sup>th</sup> through the entire week of May 26<sup>th</sup> for a total of four (4) weeks of Brush/Bulk Collection services.
- 6.2.2 Example 2: The list of addresses provided for June 2014 will reflect services to begin the weeks of June 2<sup>nd</sup> through the entire week of June 30<sup>th</sup> for a total of five (5) weeks of Brush/Bulk Collection services.
- 6.2.3 The monthly invoices shall be based on the number of addresses (mail-out pieces) provided on the data list for each month and shall reflect the monthly billing cycle as explained above.

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6.3 The Contractor's monthly invoice shall include at a minimum the following information:

Description of the service month - the monthly billing cycle  
Unit price – the price per piece  
Quantity of Brush pieces – number of mail-out pieces for Brush  
Subtotal for Brush mail-out – Brush units times the unit price  
Quantity of Bulk pieces – number of mail-out pieces for Bulk  
Subtotal for Bulk mail-out – Bulk units times the unit price  
Total dollar amount

**7.0 EVALUATION FACTORS**

Contract award will be made to the Bidder whose bid receives the highest total score based on the following factors used for evaluation purposes. (Reference the 0600 Bid Sheet)

- 7.1 Total Cost (51 Points) – 55
- 7.2 Qualifications and Experience (20 Points)
- 7.3 Quality of Samples (10 Points) – 15
- 7.4 Sustainability (9 Points)
- 7.5 Local Business Presence (10 Points)

**8.0 OMISSIONS**

It is the intention of this specification to acquire complete printing, sorting, and direct mail services. Any service or services omitted from this specification, which are clearly necessary for the complete operation of this service, shall be considered a requirement, although not directly specified or called for in the specification.

BID SHEET  
DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS  
INVITATION FOR BID (BEST VALUE)

<b>BID NO.</b>	IFB-BV 1500 JRD0110				
<b>DATE:</b>	24-Mar-14				
<b>BUYER:</b>	Jonathan Dalchau, COA Buyer II				
<b>Copies of Bid:</b> Bidder must submit (1) one signed original bid and (3) three copies.					
<b>Note:</b> Estimated quantities are for evaluation purposes only. <u>No quantities are guaranteed.</u>					
<b>SECTION 1 - BID PRICES - (51 Points)</b>					
Bidders are required to provide pricing in Section 1 that covers all services detailed in the Scope of Work under the Unit Price. The annual estimated quantity is 400,000 mail notifications for Brush Collection and 400,000 mail notifications for Bulk Collection services. Bidders are asked to bid on 100% Recycled Paper that contains 100% Post-Consumer Recycled Material, Paper that contains 40% Post-Consumer Recycled Material, and the most economical Paper option that contains a minimum of 10% Post-Consumer Recycled Material. The Bidder offering the lowest total price with the best recycled content most advantageous to the City will receive the most points.					
<b>100% Recycled Content Paper made from <u>100</u> % Post-Consumer Recycled Material</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est. Quantity Per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	\$0.08	\$31,680.00
1.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	\$0.08	\$31,680.00
<b>Sub-Total 100% Post-Consumer Recycled Material - (1.1 through 1.2)</b>					<b>\$63,360.00</b>
<b>100% Recycled Content Paper made from <u>40</u> % Post-Consumer Recycled Material</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est. Quantity Per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
2.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	n/a	#VALUE!
2.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	n/a	#VALUE!
<b>Sub-Total 40% Post-Consumer Recycled Material - (2.1 through 2.2)</b>					<b>#VALUE!</b>



BID SHEET  
DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS  
INVITATION FOR BID (BEST VALUE)

<b>100% Recycled Content Paper made from <u>10</u> % Post-Consumer Recycled Material</b> (Indicate the most economical percentage of post-consumer recycled material, with a minimum amount of 10%)					
Item No.	Description	Est. Quantity Per Year	Unit	Unit Price	Extended Price
3.1	Brush Collection Service Direct Mail Notifications Per Specification	400,000	EA	\$0.04	\$17,960.00
3.2	Bulk Collection Service Direct Mail Notification Per Specification	400,000	EA	\$0.04	\$17,960.00
<b>Sub-Total <u>10</u> % Post-Consumer Recycled Material - (3.1 through 3.2)</b>					<b>\$35,920.00</b>
<b><u>For responding to Sections 2 through 5, the Bidder may attach separate pages if desired.</u></b>					
<b>SECTION 2 – QUALIFICATIONS AND EXPERIENCE (20 Points)</b>					
Bidder is to demonstrate the firm's applicable experience and longevity in providing printing, bulk mail preparation and other related services similar to those described in the Scope of Work; experience, qualifications and number of staff to be dedicated to the City's account; references from clients (at least five) detailing ability to provide superior customer service including working collaboratively, exceptional project management and timely deliverables. <b>(Please attach additional information as deemed necessary to complete the response.)</b>					
See attached "Company Profile and History" sheet along with references from current clients.					
<b>SECTION 3 – QUALITY OF SAMPLES (10 Points)</b>					
Bidder is to provide a portfolio of samples of previous work similar to the products described in the Scope of Work showing superior quality and capabilities. Please be advised that the samples will not be returned. <b>(Please attach additional information as deemed necessary to complete the response.)</b>					
Samples are included in the bid packet					

BID SHEET  
DIRECT MAIL SERVICES FOR BRUSH AND BULK COLLECTION PROGRAMS  
INVITATION FOR BID (BEST VALUE)

**SECTION 4 - SUSTAINABILITY (9 Points)**

Provide any details of your organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:

- Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;
- Minimize environmental impacts such as water and air pollution;
- Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment;
- Support up-cycling and recycling efforts as well as utilize products with high recycled content;
- Reduce environmental impacts in your organization's production and distribution systems;
- Support worker health, safety, and fair wages;
- Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

PrintMailPro currently utilizes natural light in our 50,000 sq ft warehouse for 80% of our working day (weather permitting). Additionally we currently have arrangements in place for the recycling of both paper and cardboard materials. All of our toner is environmentally friendly and the leftover waste is disposed of properly by trained service technicians. Our employees are consistently paid in the mid-top range of the salary expectations for their skillset and are provided with multiple insurance coverage options. Additionally topics, related to health and well-being, are presented to our employees on a monthly basis via HR and Operations Management. Our management and maintenance teams perform monthly service and safety checks of all equipment used at PrintMailPro. Not only does this aid in keeping our run-time percentage high, but it also keeps our workers safe. During the calendar year of 2013 we had no reported injuries.

**SECTION 5 – LOCAL BUSINESS PRESENCE (10 Points)**

See Section 0200 (Solicitation Instructions), Paragraph 12.C. (Local Business Presence), and complete and return Section 0605.

COMPANY NAME: PrintMailPro\_\_\_\_\_

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

PRINTED NAME: Troy Storm\_\_\_\_\_

EMAIL ADDRESS: Tstorm@printmailpro.com\_\_\_\_\_

## Section 1 – Bid Prices – Exceptions

Item No. 1.1 – Please note that this paper is only available in *white*. Blue and Yellow are not available in 100% Recycled Content made from 100% Post-Consumer Recycled material

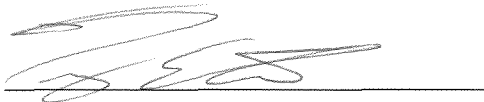
Item No. 1.2 - Please note that this paper is only available in *white*. Blue and Yellow are not available in 100% Recycled Content made from 100% Post-Consumer Recycled material

Item No. 2.1 – Paper that is 100% Recycled Content made from 40% Post-Consumer Recycled material is not a paper that was familiar, or available, from multiple paper vendors we researched

Item No. 2.2 - Paper that is 100% Recycled Content made from 40% Post-Consumer Recycled material is not a paper that was familiar, or available, from multiple paper vendors we researched

COMPANY NAME: PrintMailPro

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

A handwritten signature in black ink, appearing to read 'Troy Storm', written over a horizontal line.

PRINTED NAME: Troy Storm

EMAIL ADDRESS: Tstorm@printmailpro.com

# **PrintMailPro.com**

## **Company Profile and History**

PrintMailPro.com is a provider of commercial printing and mailing services. Established in 1977 as National Presort, Inc., we began as a designer of innovative mail sorting equipment for mailers and postal authorities worldwide. It soon became clear, however, that our technical know-how and intimate understanding of presorting technology allowed us to offer a new level of expertise to the mail industry. Shortly thereafter, National Presort Services, Inc. was established. As independent corporations, the mailing and manufacturing arms of our organization were better able to focus on their respective tasks while still benefiting from each others experiences. This synergy has been key to our success. In 2006 we reorganized our company structure and name to PrintMailPro.com, Ltd. In order to effectively communicate the services that we provide.

We have grown rapidly, and currently utilize a 45,000 square foot facility which houses an abundance of the latest state-of-the-art print and mailing equipment. Today, our office produces over five million First Class Mail pieces per month. We also are active members of the most influential organizations in the postal industry. Our senior management makes frequent visits to U.S. Postal trade shows and events to promote the interests of the presort mailer, as well as to stay informed of changing mailing requirements. Our corporate goal is to provide the highest quality and lowest cost print and mail services while ensuring quick delivery and the largest possible postage savings to our clients.

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**PrintMailPro.com**

*Premier Printing & Mailing Since 1977*



# City of Austin

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## **Austin Water / Public Information Office**

625 E. 10<sup>th</sup> St., Ste. 300, Austin, TX 78701

*Wednesday, April 09, 2014*

### **To Whom It May Concern:**

I have worked with the vendor PrintMailPro since 2008 and my experience with them has been one that was professional, open, solution-oriented, cost effective and high quality.

The first job I worked with PrintMailPro on was the contract for City of Austin business cards (with COA purchasing). For the first time we wanted business cards to be ordered online, by multiple people while being secure; and this was not a common thing in 2008. This job included numerous different setups, a new kind of online ordering process to be created and cost effectiveness. They not only met the tight deadline, they made a normally hard kind of job go very smoothly, even with our constant changes and additions.

I continue to send jobs to PrintMailPro because I can rely and trust them to do the job to a high level of expectations. I can also count on them to do amazing work in a short time.

If you have any questions feel free to call me.

---

Sincerely,

**Kay Owens** / Creative Consultant

**Austin Water** / Public Information Office

**625 East 10<sup>th</sup> Street, Suite 300** / Austin, Texas 78701

**Office** / (512) 972-0148



THEAMMOGROUP.COM

251 WEST SAN ANTONIO STREET  
NEW BRAUNFELS, TEXAS 78130

830.515.5734

To Whom It May Concern:

We have used Print Mail Pro for approximately four years. Our business relationship has been one of trust and confidence. They have proven to be very reliable over the years. From their bidding process to delivering the finished product, they communicate each step and verify information throughout the process. Whether they are working on a small or very large job, they are always thorough and conscientious. Print Mail Pro has printed several forms of collateral (letters, postcards, door hangers, etc.) over the years for us and we have been extremely satisfied with their work as well as their customer service.

We would recommend them to anyone in need of a reliable printer and/or fulfillment service.

Sincerely,

Nathan Marlove  
President, The AMMO Group  
nathan@theammogroup.com



April 15, 2014

To whom it may concern,

I am writing this letter on behalf of PrintMailPro. I have found them to be a reliable, responsive vendor-partner in assisting Concordia University Texas in our mailing needs.

PrintMailPro has assisted Concordia in helping us streamline and minimize our postage expenses with business mailings through their presorted First-Class mail service. We find it simple, convenient and provides an additional level of institutional control on our business mailings.

PrintMailPro has assisted Concordia with our recruiting efforts by assuring that our recruiting pieces arrive at the prospect's mailbox on the dates our Admissions group needs it to arrive. PrintMailPro does this through working with us on the planning and concept, coordinating with our efforts and then providing the implementations. I have found PrintMailPro's timelines both reasonable and accurate.

Finally, I find that PrintMailPro's pricing is competitive with the reliability and professionalism they offer. I find that our priority of timeliness and cost control are in good balance with PrintMailPro.

Overall, I recommend to you the services of PrintMailPro. They work with us to meet objectives and support Concordia's overall mission in Developing Christian Leaders. I appreciate their partnership, insight and professionalism.

Best Regards,

Eric Silber  
Director, Support Services  
512.313.4441



INNOVATION EVENT MANAGEMENT

April 8, 2014

**Re: Print Mail Pro**

To Whom It May Concern,

Innovation Event Management has been a client of Print Mail Pro for several years. We primarily work with them on direct mailings for 26 consumer events throughout the year and management of our customer database of over 100,000 names, as well as other projects. Their entire team always provides us with exceptional customer service and goes out of their way to ensure that we never miss a deadline. I highly recommend Troy Storm and the entire team at Print Mail Pro.

Sincerely,

A handwritten signature in cursive script that reads 'Amcmanus'.

Angie McManus,  
Marketing Manager



April 10, 2014

To Whom it May Concern,

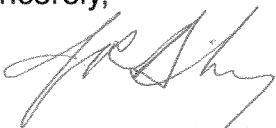
We have used PrintMailPro for over three years and they have done an excellent job for us that entire time.

They have:

- worked with us to modify their procedures and services when our systems required that,
- monitored our supply needs and ensured we always had an appropriate inventory on hand,
- reviewed our print output and proactively let us know any time they saw any issues with the formatting or layout,
- provided timely and accurate billing, and
- been a pleasure to work with personally – all of their staff is helpful and pleasant at all times.

In short, we have had a great experience with PrintMailPro and highly recommend them to anyone we know looking for similar services.

Sincerely,



James Dickey, COO

**Section 0605: Local Business Presence Identification**

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

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

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

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

**OFFEROR:**

Name of Local Firm	PrintMail Pro					
Physical Address	2500 McHale Court Ste 100 Austin, Texas 78758					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

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

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Print Mail Pro

1. Company's Name Cascade Energy  
Name and Title of Contact Teresa McGuffey  
Present Address 3860 West Northwest Highway, Ste 325  
City, State, Zip Code Dallas Tx 75220  
Telephone Number (214) 271-4024 Fax Number ( )  
Email Address tmcguffey@cascade-energy.net

2. Company's Name Leisure Travel Alliance  
Name and Title of Contact Bobby Godwin - Director of Marketing  
Present Address 1200 Lakeway Drive, Ste 18a  
City, State, Zip Code Austin Tx 78734  
Telephone Number (512) 788-5586 Fax Number ( )  
Email Address bgodwin@leisuretravelalliance.com

3. Company's Name Camp Gladiator  
Name and Title of Contact Michelle Morgan - Marketing Director  
Present Address 9185 Research Blvd  
City, State, Zip Code Austin Tx 78758  
Telephone Number (512) 494-6966 Fax Number ( )  
Email Address michelle@campgladiator.com

4. Company's Name

Texas Attorney General's Office

Name and Title of Contact

John Douglass - Special Mailing Coordinator

Present Address

300 W. 15th Street - Clements Building

City, State, Zip Code

Austin Texas 78701

Telephone Number

(512) 305-8758 Fax Number ( )

Email Address

john.douglass@texasattorneygeneral.gov

5. Company's Name

Catholic Charities of Central Texas

Name and Title of Contact

Christina Vohar - Director of Advancement

Present Address

1625 Rutherford Lane

City, State, Zip Code

Austin Texas 78754

Telephone Number

(512) 788-6103 Fax Number ( )

Email Address

cvohar@ccc-tx.org

**City of Austin, Texas  
Section 0800  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
  - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
  - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
  - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
  - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
  - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
  - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,*

*recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

**7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name Point Mail Pro

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

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

Answer: Resident Bidder

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

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

Answer: n/c Which State: n/c

- 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/c



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

FROM: Name, Title: Jonathan Daichau, Buyer II

DATE: Date 3/12/2014

SUBJECT: Request for Determination of Goals for Solicitation No. 1500 JRDC110

Project Name: Direct Mail Services

Commodity

Code(s): 91558

Estimated Value: \$38,000 annually

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

The Departmental Point of Contact is: \_\_\_\_\_ at Phone: \_\_\_\_\_

For paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-2021

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: no subcontracting opportunities identified

Veronica Lara, Director

Date: 3/18/14

cc: Lorena Resendiz