

NA140000135
AutoClear, LLC
Purchase of Extended Warranty & Deletion of Remaining Options
August 28, 2016

Issue: Upon renewing this contract, it was determined that some confusion occurred regarding the extended warranty and that there was no need to add four options at \$7,200 annually, totaling \$28,800. Documents listed below, and archived in EDIMS, show contradictions that led to over-allotting funds to the vendor. **This issue was rectified in Option 2.** The following lists contract purpose, documents and problem & solution.

Contract Purpose: This contract was created for the one-time, lump sum purchase of two "Conveyerized X-Ray Screen Units" (\$60,400). In addition, two years of extended warranty were to be purchased separately at the cost of \$3,600 for both units totaling \$7,200.

Documents: Each of the following documents have conflicting information that created confusion during the renewal process.

- a. Contract: Written with an initial 1-year term and 4-1 year options at \$7,200 each totaling \$28,800. The initial one-payment of \$60,400 purchased both x-ray units outright. Section 2.3 discusses a "second through fifth years for an extended maintenance preventative agreement".
- b. RCA: Written with an initial 1-year term with initial payment of \$60,400, and 4-1 year options at \$7,200 each. Options totaled to \$28,800.
- c. Bid Tabulation: States that both units have a 3-year warranty that is included in the purchase of both units. Also states that an extended warranty will be purchased for both units for Year 4 & 5. The cost to cover both units per year is \$3,600 for an overall total of \$7,200.
- d. Bid Sheet: States that extended warranty should be paid in Year 2 & 3 at cost of \$3,600 per year for both units, however, it states that this will occur in Year 2 & 3.
- e. Vendor Email: Vendor (Greg Schaefer) clearly states the following in email dated 06/17/14: "As we discussed, regarding the extended warranty of 5 years, the intent of our bid submission is to provide a total of 3 years at no charge and 2 years at a charge of \$3600 per year. The \$3600 will cover both machines. The warranty will cover parts, labor, expenses and PM Calls as required by the terms of the bid."

Problem & Solution: The City purchased both units outright in the initial payment. No installments were made. Both units, per vendor's intent, had a 3-year warranty included in that payment. It was up to the City to purchase the extended warranty for Year 4 & 5. Total fund allocation for these two years is \$7,200. There was no need to add 4-1 year options of \$7,200 per year because this would have allotted a total of \$28,800 to the vendor. Since the City was only buying \$7,200 for two years ($\$3,600 \times 2 = \$7,200$), the contract allotted \$21,600 more in funds than it should have.

To remedy this, Amendment No. 2 added verbiage (see Amd 2) stating that the City would pay the extended warranty at this time and delete any remaining options. The department has been notified to issue a DO to the vendor. AIMS has been modified to reflect these changes. **The vendor will be obligated to maintenance the units until 08/27/2019.**



Amendment No. 2
to
Contract No. NA140000135
for
Conveyorized X-Ray Screen Units, Metal Detection Systems,
On-Site Training, and Maintenance and Repair Services
between
Autoclear, LLC
and the
City of Austin

1.0 The City hereby amends the above referenced contract with the following:

1.1 Add Paragraph 1.6 Clarifications and Additional Agreements to Contract MA 7500 NA140000135 with the following:

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

1.6.1 The initial warranty period provided by the Contractor shall be for a period of three (3) years as indicated in Exhibit A, clarification email sent on June 17, 2014.

1.6.2 The extended warranty is for years four (4) and five (5) of the contract term and shall cover both Conveyorized X-Ray Screening System units at a rate of \$7,200, as indicated in Exhibit A, clarification email sent on June 17, 2014.

1.6.3 The Contractor shall provide a Warranty Certificate within ten (10) days of received payment.

2.0 The City hereby exercises all extension options for the above referenced contract. Effective August 27, 2016, the term for the extension options will be to August 27, 2019.

3.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/28/2014 – 08/27/2015	\$60,400.00	\$60,400.00
Amendment No. 1: Option 1 08/28/2015 – 08/27/2016	\$7,200.00	\$67,600.00
Amendment No. 2: Options 2 – 4 executed 08/28/2016 – 08/27/2019	\$0.00	\$67,600.00

4.0 MBE/WBE goals do not apply to this contract.

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

6.0 All other terms and conditions remain the same.

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

Sign/Date: Greg Schaefer 8/26/16

Printed Name: GREGORY SCHAEFER
Authorized Representative

Autoclear, LLC dba Autoclear
18 Carlisle Road
Hawthorn Woods, Illinois 60047
(847) 540-7266
greg.schaefer@gmail.com

Sign/Date: Linell Goodin-Brown 8-26-16

Linell Goodin-Brown
Contract Compliance Supervisor

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



Amendment No. 1
to
Contract No. NA140000135
for
Conveyorized X-Ray Screen Units, Metal Detection Systems,
On-Site Training, and Maintenance and Repair Services
between
Autoclear, LLC
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 28, 2015 through August 27, 2016. Three options remain.
- 2.0 The total contract amount is increased by \$7,200.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/28/2014 – 08/27/2015	\$60,400.00	\$60,400.00
Amendment No. 1: Option 1 08/28/2015 – 08/27/2016	\$7,200.00	\$67,600.00

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

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

Sign/Date:

Gregory Schaefer May 20, 2015

Sign/Date:

Debbie DePaul

Printed Name: GREGORY SCHAEFER
Authorized Representative

Debbie DePaul Joe Barrios, Acting -
Contract Compliance Supervisor

Autoclear, LLC dba Autoclear
18 Carlisle Road
Hawthorn Woods, Illinois 60047
(847) 540-7266
gschaefer@controlscreening.com

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



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

August 28, 2014

The City of Austin has approved the award and execution of a contract with your company for the purchase of Conveyorized X-ray screen units, metal detection systems, on-site training, and maintenance and repair services in accordance to the solicitation PAX0051.

Responsible Department:	Building Services Department
Department Contact Person:	David Lothery
Department Contact Email:	David.lothery@austintexas.gov
Department Contact Telephone:	512-974-9074
Project Name:	Conveyorized X-ray screen units, metal detection systems, on-site training, and maintenance and repair services
Contractor Name:	Autoclear, LLC
Contract Number:	NA140000135
Contract Amount:	\$60,400
Contract Period:	08/28/2014 – 08/27/2015
Extension Options:	four 12-month options/
Requisition Number:	7500
Solicitation Number:	PAX0051
Agenda Item Number:	59
Council Approval Date:	08/28/2014

A copy of the contract has been attached.

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 above.

Sincerely,

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Autoclear, LLC. (“Contractor”)
for
Conveyorized X-ray Screen Units, Metal Detection Systems, On-site Training, and Maintenance and
Repair Services
MA 7500 NA140000135**

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 Autoclear, LLC. having offices at Hawthorn Woods, IL 60047 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 PAX0046.

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), PAX0051 including all documents incorporated by reference
- 1.1.3 Autoclear, LLC. Offer’s, dated 06/11/2014, 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 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) 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.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$60,400 for the initial Contract term and \$7,200 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.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

CITY OF AUSTIN

Printed Name of
Authorized Person: Sai Xoomsai Purcell

Signature: 

Title: Senior Buyer Specialist

Date 08/28/2014



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: PAX0051

DATE ISSUED: 05/19/2014

COMMODITY/SERVICE DESCRIPTION: Purchase and Installation of
Conveyorized X-Ray Screening and Metal Detection Screening
Equipment

PRE-BID CONFERENCE TIME AND DATE: 05/29/2014, 9:00 am,
local time

REQUISITION NO.: 14051200343

LOCATION: City Hall room 2002, 304 W. 2nd Street, Austin, TX 78701

COMMODITY CODE: 68002

BID DUE PRIOR TO: 06/04/2014, 2:00 pm, local time

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

BID OPENING TIME AND DATE: 06/24/2014, 2:15 pm, local time

Sai Xoomsai Purcell

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

Senior Buyer Specialist

Phone: (512) 972-4016

E-Mail: sai.xoomsai@austintexas.gov

LIVE BID OPENING ONLINE:

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

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

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

City of Austin, Purchasing Office
Municipal Building
124 W 8 th 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, __ COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

Solicitation No. IFB PAX0051

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & 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

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

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

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

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

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

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

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

Company Name: AUTO CLEAN
Federal Tax ID No.: [REDACTED]
Printed Name of Officer or Authorized Representative: GREGORY SCHAFFER
Title: MIDWEST REGIONAL MANAGER
Signature of Officer or Authorized Representative: [Signature]
Date: 6-11-14
Email Address: GREGS@A-CLEAN.COM
Phone Number: 847-540-7266

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

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

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

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

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

10. WORKFORCE:

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

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

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. WARRANTY – PRICE:

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

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

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

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

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

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

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

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 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 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, 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".

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by close of business within 5 business days of bid closing via email to sai.xoomsai@austintexas.gov.

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

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

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

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

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

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

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

3. TERM OF CONTRACT:

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

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

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

Invoices shall be mailed to the below address:

	The City of Austin
Department	Building Services
Attn:	Accounts Payable
Address	411 Chicon Street
City, State Zip Code	Austin, TX 78702

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

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

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

6. ECONOMIC PRICE ADJUSTMENT:

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

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

Weight % or \$ of Base Price: 100	
Database Name: Wages and salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Not Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry/Installation, maintenance, and repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3-10	

- 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.

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

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

8. 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:

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

David Lothery

Phone: 512-974-9074

Email: david.lothery@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.

**SPECIFICATION
FOR
PURCHASE AND INSTALLATION
OF CONVEYORIZED X-RAY SCREENING AND METAL DETECTION SCREENING EQUIPMENT
SOLICITATION PAX0051**

1.0 Purpose

This specification establishes the minimum requirements for the purchase, and installation of two (2) Conveyorized X-Ray Screening Systems and two (2) Metal Detection (walk through) Screening Systems. Contractor shall furnish all equipment, labor, and materials required for proper execution of the contract. Contractor is only required to disconnect current systems; items will be removed by City.

City Hall, 301 W. 2nd Street, Austin, Texas 78701

2.0 Specification

2.1 Conveyorized X-Ray Screening Equipment

- 2.1.1 The conveyorized x-ray screening equipment shall be designed to screen various sized items for the detection of weapons, explosives, contraband, and contemporary threat items.
- 2.1.2 At minimum, the unit shall have the capability of inspecting bags, briefcases, suitcases, purses mail trays, and small parcels through a tunnel opening of 29" wide x 21" high, as specified in paragraph 2.1.3, l.
- 2.1.3 The parcel sized x-ray screening equipment shall provide the following design and operational features:
 - a. The unit shall be constructed of a heavy-duty steel cabinet and frame and shall be supported by casters with leveling jacks.
 - b. The unit shall be available in standard factory finishes as provided by the manufacturer. Prior to installation, the City shall approve all final specifications.
 - c. The unit shall provide two monitors, the first monitor dedicated to the black and white density based image analysis, and the second monitor dedicated to the image processing capability, which, by means of varying color assignments, enables the operator to distinguish between organic and inorganic material.
 - 1) Organic items shall be displayed in orange, inorganic items shall appear in green and blue. The unit shall be capable of image stripping to allow for the image removal of either the organic or the inorganic items, without stopping the conveyor belt, to improve the overall image clarity and highlight the potential threat areas.
 - d. The conveyor belt shall be constructed without the use of clamps or staples and shall be partitioned from the electrical components to preclude water or debris from entering these system sensitive areas.
 - e. The unit shall be capable of supporting conveyor extensions to assist in the loading and unloading of items onto the screening unit. The Contractor shall provide itemized pricing for the conveyor extensions with bid if considered a separate item.
 - f. The system shall be capable of bi-directional scanning and shall be able to produce an image in either direction.

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- g. The unit shall be capable of annunciating an automatic density threat alert, which shall provide a visual alarm on the system monitor when an area or item has not been penetrated.
- h. The unit shall include individual control buttons on the system keyboard to provide the following standard functions:
 - 1) 2X and 4X zoom
 - 2) High/low density select
 - 3) Conveyor direction
 - 4) Edge enhancement
 - 5) High resolution mode
 - 6) High penetration mode
 - 7) (Pseudo) Color On/Off
- i. The unit shall be capable of supporting remote operation and monitoring through the use of supplemental signal extension devices using Contractor's existing software design. All remote monitoring and signal control equipment shall be installed as per the manufacturer's recommendations for use if required by City.
- j. The unit shall contain emergency stop push buttons at each end.
- k. The unit system software shall contain self-diagnostics that shall annunciate any applicable system errors such as:
 - 1) X-ray generator and controller failure warnings.
 - 2) High and low current protection warning.
 - 3) The unit shall be installed in accordance with the most current version of and with all applicable revisions pertaining to all applicable codes and standards including, but not limited to the following:
 - (i) ANSI Standard B20.10 for Conveyor Safety
 - (ii) The U.S. Federal Aviation Administration Standards "Use of X-ray Systems" (Federal Standards 14 CFR 108.17 AND 14 CFR 129.26)
 - (iii) The United States Code of Federal Regulations, Title 21, Section 1020.40 (21 CFR 1020.40) Performance Standards for Ionizing Radiation Emitting Products – Cabinet X-ray Systems.
- l. Parcel Sized X-ray Screening Unit Specification
 - 1) Tunnel opening: 29" wide x 21" high
 - 2) Conveyor capacity: 150 pounds
 - 3) Conveyor speed: 44 feet per minute
 - 4) X-ray sensor: 1151 photo diodes in an "L" shaped array. Ability to penetrate one inch of steel and display a .38 caliber 2-inch barreled pistol through that minimum.
 - 5) X-ray generator: Operating voltage of 160 Kv. Duty cycle of 100%. Cooling accomplished with sealed oil bath. Dose rate per exam not to exceed 0.1 mR typical.
 - 6) Video: (2) Two 17" SVGA, 1024 x 768 high resolution, low radiation, flicker free, color monitors.
 - 7) Power: 120 VAC.

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8) Keyboard: Key switch lockable to prevent unauthorized use.

m. Acceptable Manufacturers (X-ray):

- 1) Control Screening, model Dynavision 911
- 2) PerkinElmer Instruments, model Linescan 208/III
- 3) Rapiscan, model 522
- 4) Other models are acceptable but shall meet minimum specifications.

2.2 Metal Detection Screening Equipment

- 2.2.1 The metal detection systems shall consist of a combination of walk-through and hand-held detection units as specified herein.
- 2.2.2 The unit shall be a walk through device that performs non-contact scanning for the detection of both ferrous and non-ferrous metallic objects.
- 2.2.3 The unit shall be of the multi-zone design for the purpose of providing guidance as to the location of detected metal masses in transit.
- 2.2.4 The unit shall visibly indicate if a target is located on the left side, right side, or centered of the subject and shall be capable of generating simultaneously active multiple tones related to corresponding zones upon detection of target.
- 2.2.5 The unit shall visibly indicate where a target is located in one of no fewer than eight dedicated zones along a vertical axis between the top and bottom of the portal.
- 2.2.6 The unit shall be able to detect all concealed metal weapons with sufficient standard programs and adjustable sensitivity levels for the desired application.
- 2.2.7 The unit shall produce both audible and visual annunciation upon target detection. Audible annunciation shall be both volume level and tone programmable.
- 2.2.8 The unit shall provide continuous detection maintaining a through put rate of not fewer than fifty detections per minute. The unit shall contain a resettable traffic counter with the current reading displayed on the LCD panel.
- 2.2.9 The unit shall support non-cabled close proximity multi-unit installations by providing automatic synchronization with multiple frequencies and variable audio tone settings.
- 2.2.10 The unit shall be capable of supporting additional remote control and monitoring through the use of supplemental signal extension devices. All remote monitoring and signal control equipment shall be installed as per the manufacturer's recommendations.
- 2.2.11 The unit must have lights to indicate the following:
 - a. Unit power on/off
 - b. Unit ready for the next inspection
 - c. A target has been detected
 - d. The level of intensity relational to the mass detected
 - e. In which zone the target is likely to exist.
- 2.2.12 The unit shall be designed with programming to eliminate the detection signals from two or more targets from canceling each other.

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- 2.2.13 The unit shall be capable of performing routine self-diagnostics, maintaining unit readiness, and annunciating any problems by way of the display panel.
- 2.2.14 The unit shall contain self-charging batteries for maintaining unit operation of not less than forty-five minutes during extended power interruptions.
- 2.2.15 The unit shall be constructed of a scratch and mar resistant material with resilient end caps. The control panel and cross member shall be constructed of aluminum or stainless steel.
- 2.2.16 The unit shall be available in standard factory finishes as provided by the manufacturer.
- 2.2.17 Electrical power for the unit shall be fully automatic with a breaker and shall meet UL code.
- 2.2.18 The unit shall possess a magnetic field strength that shall not affect magnetic recording media including magnetic tapes, diskettes and cards.
- 2.2.19 The unit shall meet or exceed the requirements of the following specifications/standards:
 - a. The Institute of Electrical and Electronic Engineers: Standards for Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields.
 - b. OSHA: Radiation Protection Guide, CFR 1910.97 section (2) I.
 - c. National Institute of Law Enforcement and Criminal Justice: Standards for Walk-Through Metal Detectors for Use in Weapons Detection, NILECJ-STD-0601.00 section 4.11.
 - d. U.S. Federal Aviation Administration airport application specifications of the Undetectable Firearm Act of 1991.
- 2.2.20 The unit shall meeting the minimum standard of:
 - a. Throughput: 50 individuals per minute
 - b. Interior opening: 28 inches
- 2.2.21 Acceptable Manufacturers (Metal Detectors):
 - a. Garrett Electronics, Inc., model, Magnascanner PD6500 – MT5500
 - b. C.E.I.A. U.S.A. LTD, model, HIPE, SMD600
 - c. PerkinElmer Instruments, model PM200
 - d. Other models are acceptable but must meet minimum specifications.
- 2.2.22 The unit's controls shall be contained in a touch pad panel with LCD or LED display screens for system status information.
- 2.2.23 The touch pad panel along with all wiring, connections, and electronics shall be integrated into a single overhead compartment ("bridge"). This panel shall be designed for easy operator removal or replacement.
- 2.2.24 The status panel shall be tamper proof with access to programming controlled by the use of passwords. Two levels of access codes shall be available for administration set up and initial overall control. The panel shall be capable of annunciating any

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authorized attempt to access and shall be able to log changes made when sensitivity codes are accessed.

2.3 Extended Maintenance

- 2.3.1 Provide as part of bid a quote to include annual costs for the second through fifth years for an extended maintenance preventative agreement including repair service including all parts and labor, as well as a preventative maintenance program on both the Conveyorized X-ray Screening Equipment and the Metal Detection Screening Equipment. Provide a list of all items, schedules, and services included in the preventative maintenance program with the proposal.
- 2.3.2 Provide as part of the proposal a quote to include annual costs for a manufacturer's software maintenance agreement for the second through fifth years, after the warranty period has expired. The software maintenance agreement shall include all software updates, revisions, and unlimited telephone service assistance, plus training for City employees for any changes in operation due to software revisions.

3.0 Service Requirements

- 3.1 Contractor shall respond to requests for maintenance and repair services within 48 hours, and shall respond to emergency calls within 24 hours. As City requirements and technologies change, the Contractor may be requested to furnish bid to the City for upgrades, replacement parts, repairs, and revisions.
- 3.2 Locations: South and North entrance of City Hall, 301 W. Street, Austin, Texas 78701

4.0 Contractor Responsibility

- 4.1 The Contractor shall notify the Contract Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the units being sold. Failure to report this within fifteen (15) business days after receipt of notice may result in cancellation of the contract.
- 4.2 The Contractor shall provide a point of contact for receiving orders from the City.
- 4.3 Contractor shall submit with the bid, product brochure or cut sheets for the units being offered.
- 4.4 The Contractor shall provide new units that meet all applicable federal, state, and local requirements for quality and safety.
- 4.5 The Contractor warrants that ALL UNITS are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for replacement units and shall include pickup of the defective unit and delivery of the replacement unit.
- 4.6 The Contractor shall provide a copy of the manufacturer's unit warranty to the Contract Manager, or their designee within five (5) calendar days of request by the City. The warranty period for all units shall not start until the unit is accepted by the City.
- 4.7 The Contractor shall design, build, and test each unit for proper operating condition prior to delivery to the City.

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6.0 Permits

The Contractor shall be responsible for securing the proper City of Austin Building Inspection permits, which may be necessary for performance of this contract. The City will be responsible for any permit applications, renewals, or fees for these systems. The City will be responsible for obtaining all clearances relating to asbestos related activity.

7.0 Contractor Requirements

7.1 Contractor shall be responsible for any damages caused by Contractor's employees or subcontractors to the City property or any adjacent property, buildings, etc., while performing contract related tasks. Should any damage to City property be caused by the Contractor or his subcontractor(s), the Contractor shall inform the Contract Manager and make immediate repairs or replacement to the satisfaction of the City, and at no cost to the City. The City may, elect to make repairs or replacement of damaged property and deduct the cost from monies due or to become due the Contractor.

7.2 Contractor shall immediately notify City's Contract Manager of work in progress which may cause lapses in providing security screening for City Hall. Contractor shall inform City's Contract Manager of any changes in scheduling of work being performed.

8.0 Contractor Expenses

Contractor will be financially responsible for expenses incurred by the City for utilization of City employees' or a private security guard service as the City deems necessary for facility security for the entire duration of any screening system downtime due to the following conditions:

8.1 If Contractor fails to initiate emergency service repairs as per item 3.0 or fails to complete emergency repairs necessary as a result of poor workmanship and/or quality of service and equipment.

9.0 Safety

9.1 All OSHA, City and local codes, rules and regulations concerning safety shall be adhered to by the Contractor.

9.2 Contractor shall be responsible for assuring the safety of his employees and the general public during performance of all services under this contract.

BID SHEET
CITY OF AUSTIN ("CITY")
CONVEYORIZED X-RAY SCREENING AND METAL DETECTION SCREENING EQUIPMENT

Solicitation No.: PAX0051 Buyer: Sai Xoomsai Purcell

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

SECTION 1: COMMODITIES PRICING

ITEM NO.	DESCRIPTION	MANUFACTURER & MODEL NO.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Purchase and Installation of Conveyorized X-Ray Screening Systems in accordance with Section 0500, Statement of Work, item 2.1	AUTOCLEAR 7535	2	EA	\$ 22,700	\$ 45,400
2.0	Purchase and Installation of Metal Detection (walk through) Screening Systems in accordance with Section 0500, Statement of Work, item 2.2	GARROT PD65001	2	EA	\$ 3900	\$ 7800
3.0	1.0 Meter roller bed extension for exit side		2	EA	\$ 0	\$ 0
4.0	.5 Meter roller bed extension for entrance side		2	EA	\$ 0	\$ 0
5.0	Tunnel extension		2	EA	\$ 0	\$ 0
Total						\$ 53,200

SECTION 2: EXTENDED WARRANTY
 (Section 0500, item 2.3)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Extended Warranty includes Parts, Labor and Preventative Maintenance Program					
6.0	Year 2 BOTH MACHINES	1	YEARS	\$ 3600	\$ 3600
7.0	Year 3 BOTH MACHINES	1	YEARS	\$ 3600	\$ 3600
8.0	Year 4	1	YEARS	\$ —	\$ —
9.0	Year 5	1	YEARS	\$ —	\$ —
Extended Manufacturer's Software Maintenance Agreement to include all software updates, revisions, and unlimited telephone service assistance, plus training for City employees for any changes in operation due to software revisions					
10.0	Year 2	1	YEARS	\$ INCL	\$ INCL
11.0	Year 3	1	YEARS	\$ S	\$ S
12.0	Year 4	1	YEARS	\$ S	\$ S
13.0	Year 5	1	YEARS	\$ INCL	\$ INCL
Total					\$ 7200

FOR INFORMATION PURPOSES
 These items may or may not be purchased.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
14.0	On a separate document: -Provide optional available custom colors and finishes including cost if any -Provide itemized pricing for the conveyor extensions if considered a separate item. -Provide option pricing for the explosive requirement.				

NOTE

Bidders must submit firm-fixed pricing for all of the units to be purchased within a 12-month period. No price increases allowed. Delivery terms are FOB Destination, Freight Pre-paid and Allowed. Bidder shall provide manufacturer's warranties on all purchased units for a minimum of 12 months. This warranty will commence on the date of acceptance of each unit by the City. The warranty must include all materials, equipment, tools, labor, and incidentals necessary to complete such repairs or replacements.

COMPANY NAME: AUTOCLEAR

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: GREGORY SCHAEFER

PHONE: 847-540-7266

EMAIL ADDRESS: GREGS@A-CLEAR.COM



**ADDENDUM
INVITATION FOR BID (IFB)
Purchase and Installation of Conveyorized X-Ray Screening and Metal Detection Screening
Equipment
CITY OF AUSTIN, TEXAS**

IFB: PAX0051

Addendum No: 1

Date of Addendum: May 27, 2014

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

- 1.0 **BID OPENING TIME AND DATE:** 06/04/2014, 2:15 pm, local time
- 2.0 **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Senior Buyer
Purchasing Office

05/27/2014

Date

ACKNOWLEDGED BY:

Handwritten signature of the vendor in blue ink.

Vendor Name

Handwritten signature of the authorized signatory in blue ink.

Authorized Signature

6-11-14

Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM
INVITATION FOR BID (IFB)
PURCHASE AND INSTALLATION
OF CONVEYORIZED X-RAY SCREENING AND METAL DETECTION SCREENING EQUIPMENT
CITY OF AUSTIN, TEXAS**

IFB: PAX0051

Addendum No: 2

Date of Addendum: May 30, 2014

This addendum is incorporating the following change, questions, and answers to the above-referenced IFB.

- 1.0 Coversheet (Offer Sheet) **Bid Due Prior to** time is hereby changed to 06/11/2014 at 2:00 pm
Coversheet (Offer Sheet) **Bid Opening** time is hereby changed to 06/11/2014 at 2:15 pm

Section 0500, Scope of Work

- 2.0 (Q) Does the City need roller bed extension and tunnel extension for the unit?
(A) Yes. An **updated Section 0600.R – Bid Sheet** has been added to the solicitation to include pricing for the roller bed extension and tunnel extension.

- 3.0 (Q) Does the metal detection have to meet ADA requirement?
(A) Yes

- 4.0 (Q) Does the unit need to be capable of noticing density?
(A) Yes

- 5.0 The following Section 0500 – Scope of Work are being replaced as follow:

Item 2.1.3(c) - The unit shall provide one color monitor, dedicated to the black and white density based image analysis and to the image processing capability. This means the varying color assignments enables the operator to distinguish between organic and inorganic material.

Item 2.2.1. - The metal detection systems shall consist of a combination of walk-through.

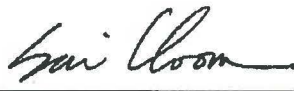
Item 2.2.4- The unit shall visibly indicate if a target is located on the subject and shall be capable of generating simultaneously active multiple tones related to corresponding zones upon detection of target.

- 6.0 Section 0500, Item 2.2.14 – Scope of Work are being deleted entirely:

- 7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.


APPROVED BY:


Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

05/29/2014
Date

ACKNOWLEDGED BY:


Vendor Name


Authorized Signature

6-11-14
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
INVITATION FOR BID (IFB)
PURCHASE AND INSTALLATION
OF CONVEYORIZED X-RAY SCREENING AND METAL DETECTION SCREENING EQUIPMENT
CITY OF AUSTIN, TEXAS**

IFB: PAX0051

Addendum No: 3

Date of Addendum: June 5, 2014

This addendum is incorporating the following change, questions, and answers to the above-referenced IFB.

- 1.0 (Q) Does the City need roller bed extension and tunnel extension for the unit?
(A) Yes. Minimum requirements: The entrance extension will be 0.5 meter in length, exit extension will be 1 meter in length with both having a width meeting the tunnel specifications (29") and the material will be of a "rush steel".

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

06/05/2014

Date

ACKNOWLEDGED BY:

Handwritten signature of the vendor in blue ink.

Vendor Name

Handwritten signature in blue ink, likely of a City representative.

Authorized Signature

6-11-14

Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

70 years leading innovation in checkpoint design & support



Scintrex* • CheckGate* • Dynavision* • Control Screening* • Federal Labs*
U.S. Canada France UK UAE Japan Latin America Singapore Spain

June 11, 201

City of Austin
Municipal Building
124 W. 8th Street, Room 308
Austin, TX 78701

Re: Solicitation# PAX0051

Dear Ms. Purcell,

Autoclear is pleased to submit this bid for X-ray screening equipment and Metal Detection equipment. Also known as Control Screening, Autoclear has been in this business for over 50 years and manufacturers a complete line of X-ray screening equipment, walk through and handheld metal detectors and explosive/narcotic detection equipment.

The equipment being bid is the Autoclear 7555 (previously known as the Dynavision 911). Autoclear equipment uses a Linux operating system and offers a number of features that exceed specifications. I have enclosed a response to the specifications, outline any exceptions and highlighting areas where we exceed specifications.

If you have any questions about the material contained, please call me. I will be happy to help in any way I can.

Sincerely,

Gregory Schaefer
Midwest Regional Manager

Exceptions to Specifications X-Ray Scanner

j. Two Emergency stops switches are included, one on the machine tunnel and one on the operator control panel. This is a safer, more useable configuration

Exceptions to Specifications Walk Through Metal Detector

None

Autoclear Exceeds These Specifications X-ray Scanner

2.1.3.h.1 Zoom – Autoclear supplies a continuous zoom from zero to over 127 times. When an item is chosen to be enlarged, it is automatically moved to the center of the screen before it is enlarged. The images can then be panned so the operator can easily see any area that is no longer on the screen. This function is easily accomplished with one hand, leaving the other hand free to confiscate the bag, if necessary.

2.1.3.i Remote operation and monitoring, depending on the distance can be accomplished without any additional hardware, using merely an extension of the cables

Other Linux Operating System – used in over 95% of all mission critical applications, Linux is considered to be the most reliable OS commercially available.

Image Archiving – 10,000 or more images are automatically archived on the machine. These images are searchable by time and date right at the machine and can be downloaded to a flash drive,

Semi-automatic explosive and weapons detection – Using AutoMatAlert, the machine (without operator intervention) will draw a red ellipse around any item that has characteristics similar to a weapon, and a yellow ellipse around any item that has characteristics similar to explosive material.

AutoTracking – the belt is guaranteed for life from premature wear due to the belt drifting from side to side.

7555 X-RAY INSPECTION

Explosives, Weapons and Contraband

AUTOCLEAR
a-clear.com

SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION

TSA QUALIFIED



Built to handle the toughest throughput demands, the high-capacity 7555 X-ray scanner is ideal for screening mid-size parcels, cargo, luggage and more. TSA qualified for air cargo screening, this heavy-duty system delivers best-in-class speed and reliability when screening for explosives, weapons, drugs and other contraband. Multi-energy color material marking and stripping gives operators the edge when inspecting the most cluttered and densely-packed objects.

- TSA qualified for air cargo screening
- Patented guided conveyor belt never needs adjusting
- Built on the industry's most stable and flexible operating system

APPLICATIONS:

- Cargo Screening
- Passenger, Staff and Visitor Checkpoint Inspection
- Corporate, Government and Private Security
- Critical Infrastructure Security
- Mail Screening

Introducing autoSoft®
State-of-the art operating software
only from

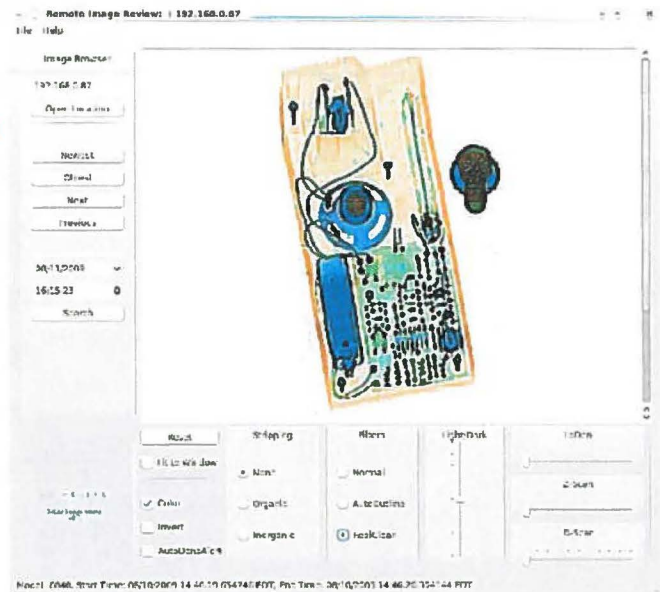


AUTOCLEAR's security X-ray scanners now feature an industry-leading operating system with robust, state-of-the-art peripherals that add stability and flexibility while improving networkability and overall system performance.

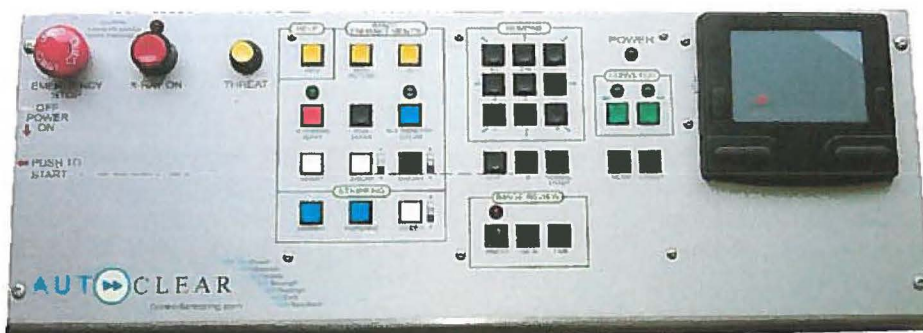
autoSoft uses a leading-edge graphical processing unit to give a bold boost to our suite of image enhancement tools, allowing operators to more quickly and easily manipulate image data for the best possible picture of concealed threats.

autoSoft gives you these standard features:

- **The industry's most stable operating system**
- **Remote image viewing**
- **Automatic image recall for up to 10 images**
- **Variable image enhancements**
- **Continuous zoom exceeding 128x**
- **USB connectivity**
- **Full sized, user-friendly keyboard with your choice of rollerball or touchpad navigation**



X-ray Image Viewer makes it simple to zoom and enhance the image to clearly see potential threats.



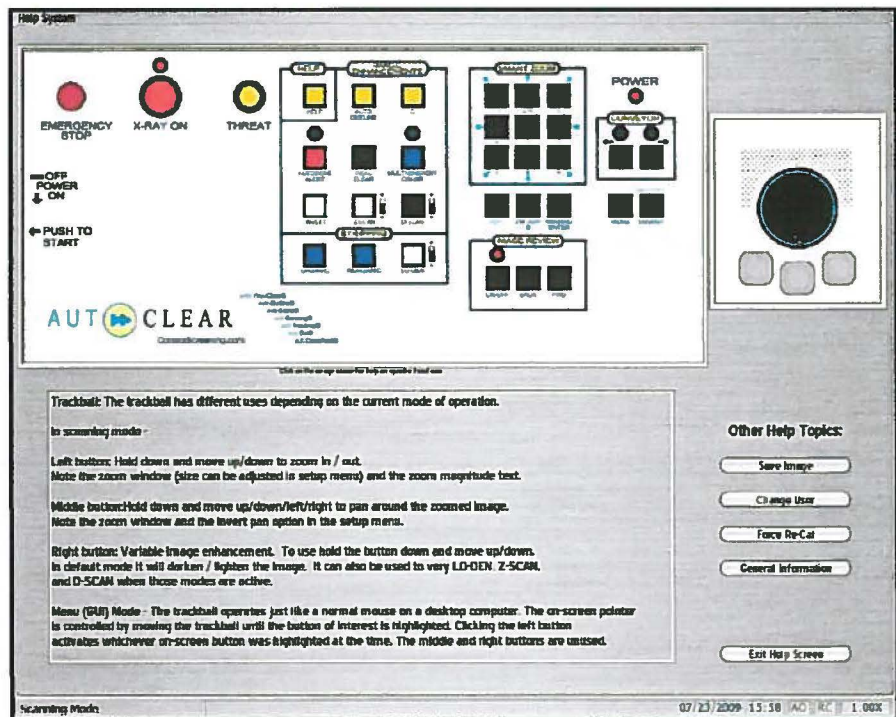
OCP with touchpad controls

Choose from touchpad or rollerball navigational controls to zoom, adjust contrast, and highlight areas of concern in even the most cluttered bag or parcel.

autoSoft® is designed for value, ease and convenience:

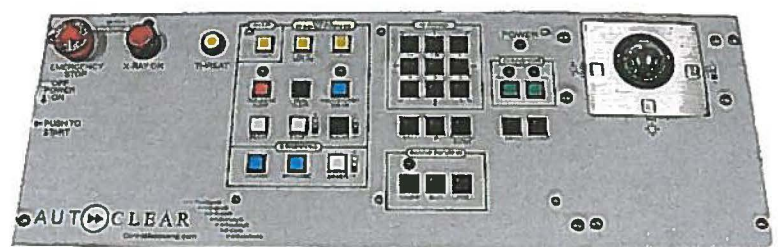
An interactive help screen (right) offers clear, instantly accessible guidance.

The improved service menu lets you monitor computer power supplies, temperatures and fan speed – quickly and easily.



The AUTOCLEAR 6040 with autoSoft

The unique “One Software OS” approach considerably reduces the lifetime costs of ownership, MTBR and maintenance.



The Operator Control Panel with rollerball controls

AUTOCLEAR is an ISO 9001-2000 certified developer, manufacturer and distributor of industry-leading checkpoint security technologies. We provide superior quality products that are consistently ahead of the market in features, performance and user-friendliness and have a thorough dedication to service, training and support. No other checkpoint security systems company comes close to our 75 years of experience and installed base of over 66,000 and counting.

Features supported by autoSoft® include but are not limited to:

<u>autoZ®</u>	a “point and see” atomic weight discrimination tool that displays the approximate Z value of a chosen area of an image.
<u>autoCal®</u>	a calibration tool used by technicians to electronically adjust the signal output gain for individual photo diode boards to maximize image performance without requiring any physical adjustments.
<u>autoDensalert®</u>	highlights material that is as thick or thicker than a selected density level. Any area that has approached that density level will flash red on the screen. (OCP)
<u>autoImage Recall®</u>	a last-image review capable of remembering the last 10 images and bringing them back up for the operator’s review.
<u>autoMatalert®</u>	highlights suspect materials using atomic number and density. Improved version for easy user interface to setup.
<u>autoNet II®</u>	a remote view using a browser, but does not require the use of a separate computer.
<u>autoOutline®</u>	displays an edge enhanced version of the current image. Strong edges will appear white while less strong edges will tend towards gray. (OCP)
<u>autoScale®</u>	corrects the distortion of objects that are placed on the side of the belt farthest from the generator.
<u>autoSensing®</u>	eliminates the need for troublesome photo sensors or a footpad switch. Moreover, it assures you guaranteed 100% screening of thin items, such as blades or plastique, in magazines or courier envelopes. An auxiliary container for item placement is not necessary.
<u>autoTracking®</u>	lowers overall operating costs by providing a guided conveyor belt system that never needs adjustment. Guaranteed for life of belt.
<u>Built-In Operator Training</u>	allows operators to go from operating to training in 3 seconds. In the training mode, the operators see true visual images of guns, knives, and IED’s (<i>Improvisational Explosive Devices</i>), which help them to distinguish real threats in the screening process.

<u>Help Screen</u>	assists operators in using the various standard and optional features available on the machine, providing an increased sense of comfort when using the equipment. A trackball help screen is also available. (OCP)
<u>Image Archiving</u>	is a feature that will save 1,000 or more images scanned through the X-ray machine onto the included hard drive. Larger hard drive options are available for storing up to 50,000 images. <u>autoArchiving®</u> is used to save large numbers of archived images to either a flash drive or CD/DVD.
<u>Lo Den</u>	allows the operator to “strip” away those items that are Organic, leaving only Inorganic materials in view (WEAPONS) and also allows the operator to “strip” Inorganic materials, leaving the Organic items (EXPLOSIVES/DRUGS). (OCP)
<u>Multi-Energy</u>	indicates the differences between ORGANIC and INORGANIC materials and compositions. Specific colors are assigned to material types that are scanned through the X-ray system: <ul style="list-style-type: none"> ➤ Organic materials – Orange ➤ Inorganic materials – Blue Intermediate materials – Green (OCP)
<u>RealClear®</u>	reveals inner components of explosives, weapons, or narcotics inside denser objects, such as a sneaker sole. This option can be used while scanning or when the belt is stopped and displays an image with increased contrast across all regions/densities of the image. (OCP)
<u>TIP (Threat Image Projection)</u>	provides a simple way for operators to improve their threat identification skills in addition to enhancing the operator’s ability to keep contraband out.
<u>128x Active Zoom</u>	ability to zoom into a scanned item 128x; Operator is given a zoom preview window and a zoom during scroll option. (OCP)

The Ultimate in Concealed Contraband Detection



Scintrex® • CheckGate® • Control Screening® • Dynavision® • Federal Labs®
U.S. Canada France UK UAE Japan Latin America Singapore Spain

2 Gardner Road, Fairfield, NJ 07004 * Tel: (973) 276-6161 * Fax: (973) 276-6162 * Email: info@autoclearus.com *
Website: www.autoclearus.com



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

FROM: Sai Xoomsai Purcell, Senior Buyer
DATE: 5/13/2014

SUBJECT: Request for Determination of Goals for Solicitation No. PAX0051

Project Name: X-Ray Unit
Commodity _____
Code(s): 68002
Estimated Value: \$85,000

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

Commodity purchase for the replacement, purchase and installation of two (2) Conveyorized X-Ray Screening Systems and two (2) Metal Detection (walk through) Screening Systems.

The Departmental Point of Contact is: David Lothery at Phone: 512-974-9074

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4016

☐ **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: Insufficient Scopes of work


Veronica Lara, Director

Date: 5/22/2014

cc: Lorena Resendiz