

Amendment No. 2 to Contract No. GA140000061 for Disposable Tamper-Evident Deposit Bags between Hartand Clarke Corp. dba TranSource and the City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 16, 2018 through May 15, 2019. Zero options remain.
- 2.0 The total contract amount is increased by \$8.400.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
05/16/2014 - 05/15/2017	<u>\$25:200.00</u>	\$25,200.00
Amendment No. 1: Option 1 – Extension		
05/16/2017 - 05/15/2018		
Price Decrease of -2.6% for items 1-3, -8.11% for item 4, -7.55% for item 5 & 7% for items 6.	\$8:400.00 \$0.00	
05/16/2017	\$8:400.00	\$33,600.00
Amendment No 2: Option 2 – Extension	00 100.00	
05/16/2018 - 05/15/2019	\$8.400.00	\$42,000.00

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

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

contract. Sign/Date

Printed Name: Keith Invin - SVP Finance Authorized Representative

in

Harland Clarke Corp. dba TranSource 15955 La Cantera Parkway San Antonio, Texas 78256 (830) 609-6500 (athy.steves@harlandclarke.com

5-1-18 Sign/Date

Cindy Reyes Contract Management Specialist III

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



Amendment No. 1 to Contract No. GA140000061 for Disposable Tamper-Evident Deposit Bags between Harland Clarke Corp. dba TranSource and the City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 16, 2017 through May 15, 2018. One option will remain.
- 2.0 The City hereby exercises Section 0400.10 of the above stated contract and will proceed with a price reduction of two-and-six-tens percent (-2.6%) for items 1 3, eight-and-eleven-hundredths percent (-8.11%) for item 4, seven-and-fifty-five-hundredths percent (-7.55%) for item 5, and seven percent (-7%) for 6. Note that quantities for items 4 & 5 have changed. LLDPE index will be added to contract as a secondary index. Prices will be adjusted as shown in Table 2.0 below. The effective date of this change is May 16, 2017.

ltem	Description	Unit	Current Qty	Current Price	Modifier	New Qty	New Price
1	Bag Type 1: Mixed Cash & Check	LOT	200	\$32.65	0.974	200	\$31.80
2	Bag Type 1: Mixed Cash & Check	LOT	400	\$54.79	0.974	400	\$53.37
3	Bag Type 1: Mixed Cash & Check	LOT	1,000	\$125.35	0.945	1,000	\$122.10
4	Bag Type 2: Bulk Coin Deposit Bag	LOT	200	\$93.74	0.9189	250	\$107.68
5	Bag Type 2: Bulk Coin Deposit Bag	LOT	400	\$182.36	0.9245	500	\$210.75
6	Bag Type 2: Bulk Coin Deposit Bag	LOT	1,000	\$448.21	0.9301	1,000	\$416.88

3.0 The total contract amount is increased by \$8,400.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount	
Initial Term:			
05/16/2014 - 05/15/2017	\$25,200.00	\$25,200.00	
Amendment No. 1: Option 1 - Extension			
05/16/2017 - 05/15/2018			
Price Decrease of -2.6% for items 1-3, -8.11% for item 4,	\$8,400.00		
-7.55% for item 5 & 7% for items 6.	\$0.00		
05/16/2017	\$8,400.00	\$33,600.00	

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

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

Sign/Date:

contract.

5-2-2017 Sign/Date:

Printed Name: Keith Invin Authorized Representative SVP Finance

Mike Zambrano, Jr. Contract Compliance Specialist, Senior Harland Clarke Corp. dba TranSource 15955 La Cantera Parkway San Antonio, Texas 78256 (830) 609-6500 cathy.steves@harlandclarke.com

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



**Financial Service Department Purchasing Office** 124 W. 8<sup>th</sup> Street Suite 310 Austin, Texas 78767

May 15, 2014

Harland Clarke Corp. (dba TranSource) Attn: Michael A. Treemarcki 10931 Laureate Drive San Antonio, Texas 78249

Dear Mr. Treemarcki:

The City of Austin approved the execution of a contract with your company for Deposit bags in accordance with the referenced solicitation.

Responsible Department:	Austin Financial Services
Department Contact Person:	Matthew Hartman
Department Contact Email Address:	Matthew.hartman@austintexas.gov
Department Contact Telephone:	512-974-7884
Project Name:	Deposit Bags
Contractor Name:	Harland Clarke Corp. (dba TranSource)
Contract Number:	MA 7400 GA140000061
Contract Period:	5/16/14 - 5/15//17
Dollar Amount	\$25,200.00
Extension Options:	Two- 12 month extension options
Requisition Number:	RQM 7400 14030400243
Solicitation Number:	IFB GLB0005

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

Sincerely,

Fille.

Georgia L. Billela Buyer II Purchasing Office Financial Service Department

cc: Matt Hartman

# CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND Harland Clarke Corp. (dba TranSource) ("Contractor") for Deposit Bags MA 7400 GA140000061

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 Harland Clarke Corp. having offices at San Antonio, TX 78249 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0005.

# 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), GLB0005 including all documents incorporated by reference
- 1.1.3 Harland Clarke Corp. Offer, dated April 1, 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 <u>Term of Contract.</u> The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>**Compensation.**</u> The Contractor shall be paid a total Not-to-Exceed amount of \$25,200 for the initial Contract term and \$8,400 for each extension option as indicated in the Bid Sheet, IFB Section 0600 for a Not-to-Exceed a total of contract amount \$42,000. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

- Clarifications and Additional Agreements. The following are incorporated into the Contract. 1.6
  - 1.6.1 The 4.5mil bulk coin bags replaced the 6.5 mil bulk coin deposit bag.

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.

# Harland Clarke Corp. (dba TranSource)

# **CITY OF AUSTIN**

Wayne Hand

Printed Name of Authorized Person

Signature

Vice President

Title:

21.

Date:

Georgia L. Billela Printed Name of Authorized Person

ionature

**Buyer II** Title:

Date



# CITY OF AUSTIN, TEXAS Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: GLB0005	COMMODITY/SERVICE DESCRIPTION: DISPOSABLE 1 EVIDENT DEPOSIT BAGS	TAMPER-
DATE ISSUED: MARCH 10, 2014 REQUISITION NO.: RQM 7400 14030400243	BID DUE PRIOR TO: APRIL 1, 2014 @ 2:00 PM	
COMMODITY CODE: 61527 FOR CONTRACTUAL AND TECHNICAL	BID OPENING TIME AND DATE: APRIL 1, 2014 @ 2:15	РМ
ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:	LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET	
GEORGIA L. BILLELA <u>Buyer II</u> Phone: (512) 974-2939 E-Mail: georgia.billela@austintexas.gov	RM 308, AUSTIN, TEXAS 78701	
	GLB0005	se select
When submitting a sealed City of Munici 124 W Austin Recep All Offers (including Compliance Plans) that	GLB DOOS RECEIVED 2014 MAR 31 PM 3: 12 2014 MAR 31 PM 3: 12 CITY OF AUSTIN. TEXAS OPEN BY: <u>Ams</u> REASON: <u>Missing solicitation #</u>	s dered.
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The Vendor agrees, if this Offer is accepted within <u>120</u> calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC THUMB DRIVE/CD COPY OF YOUR RESPONSE

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

Solicitation No. IFB GLB0005

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
ATT 1	Exhibit A- City of Austin Department Locations	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 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

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: Harland Clarke Corp. (DBA TranSource

Address:10931 Laureate Drive

San Antonio, TX 78249\_

Federal Tax ID No.:

Printed Name of Officer or Authorized Representative: Michael A. Treemarcki

Title: VP Finance

Signature of Officer or Authorized Representative: Ma O. Merman

Email Address: michael.treemarcki@harlandclarke.com

Phone Number: 210-697-6239

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

#### Section 0605: Local Business Presence Identification

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

# This section is not applicable to Harland Clarke Corp.

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

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

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

# OFFEROR:

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

# SUBCONTRACTOR(S):

Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
one)	165			NU			
In business at this location for past 5 yrs.?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No

# SUBCONTRACTOR(S):

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

# Section 0835: Non-Resident Bidder Provisions

Company Name: Harland Clarke Corp.

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

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

Answer: Resident Bidder

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

Answer: \_\_\_\_\_

Which State: \_\_\_\_\_

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

Answer:

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 no later than 2:00 PM, one (1) week prior to the bid opening date. Submissions may be made via e-mail to <u>georgia.billela@austintexas.gov</u> or via FAX at 512.974.2939.

- 2. **INSURANCE**: Insurance is required for this solicitation. Harland Clarke accepts insurance requirements as outlined below.
  - A. <u>General Requirements</u>: 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. <u>Specific Coverage Requirements</u>: 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. <u>Worker's Compensation and Employers' Liability Insurance</u>: 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. <u>Commercial General Liability Insurance</u>: 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
    - (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. <u>Business Automobile Liability Insurance</u>: 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. <u>Endorsements</u>: 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.
- D. <u>Certificate</u>: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability Section B, i and Business Automobile Liability Insurance, Section B, iii may not be required for this solicitation. The Contractor must declare the method of shipment with their Bids.

# 3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twenty-four (24) 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 resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

# THIS IS A THIRTY-SIX (36) MONTH CONTRACT

# FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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

# 5. **DELIVERY REQUIREMENTS:**

Location:

# See Attachment Exhibit A For Addresses

- A. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall accompany the shipment according to the Attachment Exhibit A for addresses.
  - B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

# 7. **SAMPLES – EXACT REPLICA:** Samples are included; an alternate is also included via a separate addendum: Please see HC Exhibit GLB0005 ADDENDUM NO. 1

- A. The Offeror shall submit an exact replica of the goods to be provided per specification (See Section 0500 Specification). THESE SAMPLES SHALL BE INCLUDED WITH BID SUBMISSION
- B. All products provided to the City under this solicitation will be evaluated or tested and must meet <u>all</u> <u>requirements</u> of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- D. Samples will be evaluated or tested as follows: Samples will be evaluated or tested as per the specifications in Section 0500 by visually measuring and checking the product along with literature information on product material, weight, thickness and seals.

# 8. RECYCLED PRODUCTS:

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

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

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

D. The City requires Offerors submitting Offers on this Solicitation to 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: <u>http://www.ci.austin.tx.us/edims/document.cfm?id=161145</u>

# 10. ECONOMIC PRICE ADJUSTMENT:

- A. <u>Price Adjustments</u>: Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: 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. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index (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: Bureau of Labor Statistics				
Series ID: PCU326111326111				
☑ Not Seasonally Adjusted				
Geographical Area: N/A				
Description of Series ID: Plastics bag and pouch manufacturing				
This Index shall apply to the following items of the I	Bid Sheet / Cost Proposal: All			

# E. <u>Calculation</u>: 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

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted potion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
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.

- 11. **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.
- 12. **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:

Matthew Hartman

512.974.7884

Hartman.matthew@austintexas.gov

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



# ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

# INVITATION FOR BID: GLB0005 ADDENDUM NO. 1 DATE OF ADDENDUM: March 13, 2014

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

# I. <u>Questions:</u>

This addendum is to incorporate the following questions and answers to the above-referenced Request for Proposal. The following questions were posed by one or more Vendors in writing. Each question (Q) is followed by its answer (A).

1. (Q) We'd like to provide pricing for the 4.5 mil bulk coin deposit bag, in addition to the 6.5 mil bulk coin deposit bag that has been requested in the bid. Is that acceptable?

(A) That's fine pricing for both, as long as the 4.5 mil bulk coin bag adheres to the other scoped requirements, and bidder specifies which pricing is for which product on the bid sheet.

# II. Additional Information

All other terms and conditions remain the same.

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

APPROVED BY:

Georgia L. Billela, Buyer II Purchasing Office, 512-974-2939

# ACKNOWLEDGED BY:

Harland Clarke

Ma O. Mumarc

3-26-2014

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



SOLICITATION NO: GLB0005

COMMODITY/SERVICE DESCRIPTION: DISPOSABLE TAMPER-EVIDENT DEPOSIT BAGS

DATE ISSUED: MARCH 10, 2014

BID DUE PRIOR TO: APRIL 1, 2014 @ 2:00 PM

REQUISITION NO.: RQM 7400 14030400243

COMMODITY CODE: 61527

BID OPENING TIME AND DATE: APRIL 1, 2014 @ 2:15 PM

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

GEORGIA L. BILLELA <u>Buyer II</u> **Phone: (512) 974-2939 E-Mail:** georgia.billela@austintexas.gov LOCATION: MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

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

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

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

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

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

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC THUMB DRIVE/CD COPY OF YOUR RESPONSE

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

Solicitation No. IFB GLB0005

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
ATT 1	Exhibit A- City of Austin Department Locations	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 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

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:
Address:
Federal Tax ID No.:
Printed Name of Officer or Authorized Representative:
Title:
Signature of Officer or Authorized Representative:
Email Address:
Phone Number:

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

# Section 0605: Local Business Presence Identification

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

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

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

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

# OFFEROR:

Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
one)	165			NO			
In business at this location for past 5 yrs.?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No

#### SUBCONTRACTOR(S):

Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
one)	165			NU			
In business at this location for past 5 yrs.?	Yes			No			
Location Type:	Headquarters	Yes	No		Branch	Yes	No

#### SUBCONTRACTOR(S):

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

# Section 0835: Non-Resident Bidder Provisions

Company Name \_\_\_\_\_\_

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

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

Answer:

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

Answer: \_\_\_\_\_

Which State: \_\_\_\_\_

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

Answer:

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 no later than 2:00 PM, one (1) week prior to the bid opening date. Submissions may be made via e-mail to <u>georgia.billela@austintexas.gov</u> or via FAX at 512.974.2939.

- 2. **INSURANCE:** Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: 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. <u>Specific Coverage Requirements</u>: 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. <u>Worker's Compensation and Employers' Liability Insurance</u>: 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. <u>Commercial General Liability Insurance</u>: 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
    - (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. <u>Business Automobile Liability Insurance</u>: 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. <u>Endorsements</u>: 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.
- D. <u>Certificate</u>: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability Section B, i and Business Automobile Liability Insurance, Section B, iii may not be required for this solicitation. The Contractor must declare the method of shipment with their Bids.

# 3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twenty-four (24) 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 resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

# THIS IS A THIRTY-SIX (36) MONTH CONTRACT

# FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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

# 5. **DELIVERY REQUIREMENTS:**

Location:

# See Attachment Exhibit A For Addresses

- A. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall accompany the shipment according to the Attachment Exhibit A for addresses.
  - B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

# 7. SAMPLES – EXACT REPLICA:

- A. The Offeror shall submit an exact replica of the goods to be provided per specification (See Section 0500 Specification). THESE SAMPLES SHALL BE INCLUDED WITH BID SUBMISSION
- B. All products provided to the City under this solicitation will be evaluated or tested and must meet <u>all</u> requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- D. Samples will be evaluated or tested as follows: Samples will be evaluated or tested as per the specifications in Section 0500 by visually measuring and checking the product along with literature information on product material, weight, thickness and seals.

# 8. RECYCLED PRODUCTS:

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

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

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

D. The City requires Offerors submitting Offers on this Solicitation to 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: <u>http://www.ci.austin.tx.us/edims/document.cfm?id=161145</u>

# 10. ECONOMIC PRICE ADJUSTMENT:

- A. <u>Price Adjustments</u>: Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: 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. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index (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: Bureau of Labor Statistics				
Series ID: PCU326111326111				
Not Seasonally Adjusted	Seasonally Adjusted			
Geographical Area: N/A				
Description of Series ID: Plastics bag and pouch manufacturing				
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All				

# E. <u>Calculation</u>: 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

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted potion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
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.

- 11. **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.
- 12. **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:

Matthew Hartman

512.974.7884

Hartman.matthew@austintexas.gov

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

# CITY OF AUSTIN PURCHASING OFFICE

# Specification SOLICITATION NO. IFB GLB0005

#### **Description: Disposable Tamper-Evident Deposit Bags**

# 1. **PURPOSE**

The City of Austin, hereinafter referred to as the City, seeks Offers in response to this Solicitation from firms qualified and experienced in providing disposable tamper-evident deposit bags.

# 2. SPECIFICATION

#### A. Disposable Tamper-Evident Deposit Bags

B. <u>Objective</u>: To obtain two (2) different types of deposit bags for use by various City Departments.

#### C. General Minimum Requirements:

Bags must meet the following minimum requirements in order to be considered for this solicitation. Minimum requirements as outlined below will be eliminating factors should a proposer fail to meet any of the requirements.

- 1) Co-extruded Polyethylene Film must withstand normal customer handling without failing.
- 2) Co-extruded Polyethylene Film must be water and oil resistant.
- 3) A high resolution bar code must be printed on the front of the bag body and must represent a unique identifier for each deposit bag.
- 4) A matching human-readable tracing/bag identifier must be printed on both the bag body (below the bar code) and on the tear-off receipt.
- 5) The deposit bag must be transparent so that the contents are visible without opening the bag.
- 6) The deposit bag must display an area on which the customer name, location number, and total deposit amount can be handwritten.
- 7) Once closed, the seal on the deposit bag must hold under a diverse range of temperature conditions.

# D. Specifications: (Provide five (5) samples of each bag type in your response):

# 1) Bag Type 1: Mixed Cash and Check (includes Straight Cash and Straight Check)

# a) Construction

- i. Requires two separate pouches, one designated for cash, the other for checks, traveler's checks, deposit slips, and other supporting documentation.
- ii. Both pouches must have highly tamper-evident enclosures.
- iii. Bags must have a running tamper-evident seal across the top of both pouches.
- iv. The two pouches must clearly separate from each other so that there is no access from one pouch to the other.
- v. The bag preferably should be constructed in such a way as to allow recycling. The bags must be labeled as recyclable, if the case.

# CITY OF AUSTIN PURCHASING OFFICE

- vi. The bag must have 1,500 grams/inch minimum side-seal strength. It must be constructed to withstand customer and carrier handling without failing.
- vii. Mixed bags must be no less than 10" X 15" in size and no more than 13" X 21" in size.
- viii. Strictly cash or strictly check deposits are required to use the mixed bag specifications.

# b) **Printing**

- i. Includes detailed instructions outlining the expected contents of each pouch.
- ii. Includes space to write the delivery and sending location information.
- iii. Includes a unique numbering system (no alpha characters or symbols) for the identification of each depository bag. This number must be printed both on the receipt strip of the bag seal and on the body of the bag.
- iv. Includes a bar code format which replicates the numbering system used for the identification of each deposit bag.
- v. Optimally, included a bar code that is placed in the bag's upper section and centered at the top of the bag.
- vi. Includes a clear description of what to look for when determining if tampering has occurred with the bag seal.

# c) Film

- i. Type Co-extruded Polyethylene Film
- ii. Thickness 58 microns (2.28 mil) weighted average +/- 8% of targeted thickness
- iii. Color Clear

# d) Additional requirements for Bag Type 1:

- i. Closures must be highly tamper-evident under diverse conditions within a temperature range of -60F to +160F.
- ii. Seals must be straight and cleanly cut to provide a high degree of tamper evidence.
- iii. Seals must be strong, highly tamper-evident and leak resistant.
- iv. Stop tape closure must provide high color contrast.

# 2) Bag Type 2: Bulk Coin Deposit Bag Specifications

# a) Construction

- i. Bag must be self-sealing with a tamper-evident seal.
- ii. Bag must have an exterior coefficient of friction (COF) of .95 or greater to prevent slipping while stacked with other plastic and/or canvas bags.
- iii. The bag must incorporate a reinforced handle able to withstand a 100 pound load hang test.
- iv. The thickness of material must be a minimum 6.5 mil.
- v. A full bag of coin must be able to withstand minimum of eight six-foot drops.
- vi. The dimensions of the bag shall approximate that of a standard canvas coin bag. The fillable pouch space of the bag shall approximate 13" X18" in area, with pouch space not to exceed 13"X19".
- vii. The bag handle shall not exceed three inches, with total bag dimensions not to exceed 13" by 22".

# CITY OF AUSTIN PURCHASING OFFICE

- viii. Bags must be clear so that contents are clearly distinguishable through the packaging material.
- b) Film
  - i. Type Co-extruded Polyethylene Film
  - ii. Color Clear

# c) Deposit Ticket Closure

i. Deposit tickets for bulk coin deposits are placed in a separate envelope and are not included in the deposit bag.

# 4. Order Requirements:

- A. Upon request of a City Department, The Contractor shall ship bags to the department address provided. See Attachment A for list of City departments
- B. The Contractor shall send Invoices and Statements directly to the department ordering the deposit bags.
- C. The Contractor shall ship deposit bags in lots of 200, 400, or 1000 bags.

The following departments will initially be set up to initiate orders for bag shipments. More departments could be added at a later date:

City Department	Address
<ol> <li>City of Austin Convention Center</li> </ol>	500 E. Cesar Chavez Austin, TX 78701
2. City of Austin Health - Vital Records	7201 Levander Loop Bldg. C Austin, TX 78702
3. City of Austin EMS	15 Waller St. 2 <sup>nd</sup> Floor Austin, TX 78702
4. City of Austin Health - Far South Clinic	405 W. Stassney Lane Austin, TX 78745
<ol> <li>City of Austin Health – St. Johns Community Clinic</li> </ol>	7500 Blessing Ave Austin, TX 78752
6. City of Austin Community Court	719 E. 6 <sup>th</sup> St. Austin, TX 78701
7. City of Austin Fleet Services	1190 Hargrave Austin, TX 78702
8. City of Austin Athletics Department	515 S. Pleasant Valley Rd. Austin, TX 78741
9. City of Austin Health – A.K. Black Clinic	928 Blackson Austin, TX 78752
10. City of Austin HHSD - Admin	7201 Levander Loop Bldg. C Austin, Texas 78702
11. City of Austin CTM	625 E. 10 <sup>th</sup> St. Austin, TX 78701
12. City of Austin Department of Aviation	3600 Presidential Blvd. Suite 411 Austin, TX 78719
13. City of Austin Finance and Admin Telecomm and Regulatory Affairs	124 W. 8 <sup>th</sup> St Suite 210 Austin, TX 78701
14. City of Austin Health – Austin Animal Center	7201 Levander Loop Bldg. A Austin, TX 78702
15. City of Austin Parks & Recreation Department	200 South Lamar Austin, TX 78704
16. City of Austin RBJ Health Center	1520 Rutherford Lane Austin, TX 78754
17. City of Austin- Austin Resource Recovery	1520 Rutherford Lane Austin, TX 78754
18. City of Austin Water Utility	625 E. 10 <sup>th</sup> St. Suite 200 Austin, TX 78701
19. City of Austin WPDR	505 Barton Springs Rd. 11 <sup>th</sup> Floor Austin, TX 78704
20. City of Austin APL Facility Services Center	651 N. Pleasant Valley Rd Austin, TX 78702
21. City of Austin – Austin Energy	721 Barton Springs Rd. Room 127 Austin, TX 78704
22. City of Austin City Clerk Office	301 W. 2 <sup>nd</sup> St. Suite 1120 Austin, TX 78701
23. City of Austin Controllers Office	124 W. 8 <sup>th</sup> St. Room 140 Austin, TX 78701
24. City of Austin HRD Dept.	505 Barton Springs Rd. Suite 600 Austin, TX 78704
25. City of Austin Municipal Court	700 E. 7 <sup>th</sup> St. Room 102 Austin, TX 78701
26. City of Austin Police Dept.	715 E. 8 <sup>th</sup> St. Austin, TX 78701
27. City of Austin Public Works Parking	1111 Rio Grande Austin, TX 78701
28. City of Austin Public Library	800 Guadalupe Street Austin, TX 78701
29. City of Austin Public Works Dept.	505 Barton Springs Rd. Suite 1000 Austin, TX 78704
30. City of Austin Public Works Dept.	505 Barton Springs Rd. Suite 800 Austin, TX 78704
31. City of Austin Police Dept. North Sub-Station	12425 Lamplight Village Austin, TX 78758
32. City of Austin Police Dept. South Sub-Station	5730 Manchaca Road Austin, TX 78745
33. City of Austin Police Dept. Central Booking	509 W. 11 <sup>th</sup> St. Austin, TX 78701
34. City of Austin Convention Center- Parking Garage	500 E. Cesar Chavez St. Austin, TX 78701
35. City of Austin Convention Center- Palmer Events Center	900 Barton Springs Road Austin, TX 78704
36. City of Austin - Austin Energy East Branch	2800 Webberville Road Austin, TX 78702
37. City of Austin – Austin Energy North Branch	8716 Research Blvd Austin, TX 78758
38. City of Austin – Fire Department-Emergency Prevention	505 Barton Springs Rd. Suite 200 Austin, TX 78704 Billing: 4201 Ed Bluestein Blvd. Austin, TX 78721

# BID SHEET CITY OF AUSTIN DISPOSABLE TAMPER-EVIDENT DEPOSIT BAGS INVITATION FOR BID (IFB) GLB0005

Closing Date and Time: Tuesday, April 1, 2014 at 2:00P.M.(CST)

Buyer: Georgia Billela

Copies of Bid: Bidder to one original and one Electronic thumb drive/CD copy.

**Special Instructions:** Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

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.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

MUST SUBMIT 5 SAMPLES OF EACH OF BAG 1 AND BAG 2

This is a forcasted volume not to exceed 32,000 bags per year with **no minimum purchase amount required.** 

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Bag Type 1: Mixed Cash and Check (includes Straight Cash and Straight Check) (Item 3.D.1 of Specification) - Ordered in Lots of 200 each	120	LT	\$	\$
2	Same as above - Ordered in Lots of 400 each	1	LT	\$	\$
3	Same as above - Ordered in Lots of 1,000 each	1	LT	\$	\$
4	Bag Type 2: Bulk Coin Deposit Bag (Item 3.D.2 of Specification) - Ordered in Lots of 200 each	40	LT	\$	\$
5	Same as above - Ordered in Lots of 400 each	1	LT	\$	\$
6	Same as above - Ordered in Lots of 1,000 each	1	LT	\$	\$
	\$				

The following documents are required to be completed and submitted with the Offer. Please check the boxes below as confirmation.
Offer Sheet
Bid Sheet (Section 0600)
Copy of Bidder's return policy and credit memo procedures
5 SAMPLES OF BAG 1
5 SAMPLES OF BAG 2
I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALL All responses must state the maximum number of business days between receip Maximum number of days:	
DELIVERY METHOD:	
COMPANY NAME:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	
EMAIL ADDRESS:	



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

# INVITATION FOR BID: GLB0005 ADDENDUM NO. 1 DATE OF ADDENDUM: March 13, 2014

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

# I. Questions:

This addendum is to incorporate the following questions and answers to the above-referenced Request for Proposal. The following questions were posed by one or more Vendors in writing. Each question (Q) is followed by its answer (A).

1. (Q) We'd like to provide pricing for the 4.5 mil bulk coin deposit bag, in addition to the 6.5 mil bulk coin deposit bag that has been requested in the bid. Is that acceptable?

(A) That's fine pricing for both, as long as the 4.5 mil bulk coin bag adheres to the other scoped requirements, and bidder specifies which pricing is for which product on the bid sheet.

# II. Additional Information

All other terms and conditions remain the same.

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

APPROVED BY:

Georgia L. Billela, Buyer II Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

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



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

FROM:	Georgia L. Billela
DATE:	March 4, 2014

SUBJECT:	Request for Determination of Goals for Solicitation No. IFB GLB0005		
	Project Name:	Disposable Deposit Bags	
	Commodity		
	Code(s):	61527	
	Estimated Value:	\$ 50,000	

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

The City of Austin, hereinafter referred to as the City, seeks Offers in response to this Solicitation from firms qualified and experienced in providing disposable tamper-evident deposit bags.

The Departmental Point of Contact is: Matthew Hartman at Phone: 512.974.7884

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-2939

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\_ 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
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This determination is based on the following reasons:	Disposable tamper-evident doposit
693 supply pas no suscons	recting opportunities.

Veronica Lara, Director

Date:

cc: Lorena Resendiz