



Amendment No. 6
To
Contract No. NA170000077
For
Automatic Door Maintenance, Repair Replacement, and Inspections
Between
Miner, LTD
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add Austin Energy as an authorized department on this contract.

1.1 The Contract Manager for Austin Energy is Renee Codina, Phone: 512-972-0765, Email address:
Renee.Codina@austinenenergy.com.

1.2 Invoices shall be emailed to: Renee.Codina@austinenenergy.com

2.0 The Contract amount remains unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2017 – 02/08/2020	\$316,245.00	\$316,245.00
Amendment No. 1: Administrative Increase 03/19/2018	\$59,000.00	\$375,245.00
Amendment No. 2: Administrative Increase 10/04/2018	\$34,811.25	\$410,056.25
Amendment No.3: Vendor Change 08/27/2019	\$0.00	\$410,056.25
Amendment No. 4: Option 1 – Extension 02/08/2020 – 02/08/2021	\$105,415.00	\$515,471.25
Amendment No. 5: Option 2 – Extension 02/08/2021 – 02/07/2022	\$105,415.00	\$620,886.25
Amendment No. 6: Adding Austin Energy 02/25/2021	\$0.00	\$620,886.25

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: Jason L. Oberst 3/4/2021

Printed Name: Jason L. Oberst
Authorized Representative

Miner, LTD
1100 East Howard Lane, Suite 325
Austin, Texas 78753
(210) 655-8600
philip.sanders@minercorp.com

Matthew
Sign/Date: Duree

Digitally signed by
Matthew Duree
Date: 2021.03.05
14:12:46 -06'00'

Matthew Duree
Procurement Manager

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



Amendment No. 5
To
Contract No. NA170000077
For
Automatic Door Maintenance, Repair Replacement, and Inspections
Between
Miner, LTD
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 9, 2021 through February 8, 2022. No options will remain.
- 2.0 The total contract amount is increased by \$105,415.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2017 – 02/08/2020	\$316,245.00	\$316,245.00
Amendment No. 1: Administrative Increase 03/19/2018	\$59,000.00	\$375,245.00
Amendment No. 2: Administrative Increase 10/04/2018	\$34,811.25	\$410,056.25
Amendment No.3: Vendor Change 08/27/2019	\$0.00	\$410,056.25
Amendment No. 4: Option 1 – Extension 02/08/2020 – 02/08/2021	\$105,415.00	\$515,471.25
Amendment No. 5: Option 2 – Extension 02/08/2021 – 02/07/2022	\$105,415.00	\$620,886.25

- 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.

Robert Sanford
Sign/Date: **Robert Sanford**

Digitally signed by Robert Sanford
DN: cn=US, ou=Miner, o=Miner,
LTD, cn=Robert Sanford,
Email=rsanders@minercorp.com
Reason: I am the author of this
document
Location: your signing location here
Date: 2020.11.24 08:54:20
Foxit ReaderPDF Version: 9.7.1

11/24/2022

Matthew Duree
Sign/Date: **Matthew Duree**

Digitally signed by
Matthew Duree
Date: 2021.01.28
12:49:43 -06'00'

Printed Name: **Robert Sanford**
Authorized Representative

Miner, LTD
1100 East Howard Lane, Suite 325
Austin, Texas 78753
(210) 655-8600
philip.sanders@minercorp.com

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



Amendment No. 4
To
Contract No. NA170000077
For
Automatic Door Maintenance, Repair Replacement, and Inspections
Between
Miner, LTD
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 9, 2020 through February 8, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$105,415.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2017 – 02/08/2020	\$316,245.00	\$316,245.00
Amendment No. 1: Administrative Increase 03/19/2018	\$59,000.00	\$375,245.00
Amendment No. 2: Administrative Increase 10/04/2018	\$34,811.25	\$410,056.25
Amendment No.3: Vendor Change 08/27/2019	\$0.00	\$410,056.25
Amendment No. 4: Option 1 – Extension 02/08/2020 – 02/08/2021	\$105,415.00	\$515,471.25

- 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: 02/14/2020

Philip

Digitally signed
by Philip Sanders
Date: 2020.02.14
11:17:42 -06'00'

Printed Name: **Philip Sanders**
Authorized Representative

Miner, LTD
1100 East Howard Lane, Suite 325
Austin, Texas 78753
(210) 655-8600
philip.sanders@minercorp.com

Sign/Date: 

Matthew Duree
Procurement Manager

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

2-19-20



Amendment No. 3
to
Contract No. NA170000077
For
Automatic Door Maintenance, Repair Replacement, and Inspections
Between
Miner Central Texas, LTD
dba Miner Central Texas
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Miner Central Texas, LTD dba Miner Central Texas	Miner. LTD
Vendor Code	MIN8323282	MIN7145560
FEIN		

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

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

8-27-19

Date



Amendment No. 2
to
Contract No. NA170000077
for
Automatic Door Maintenance, Repair, Replacement, and Inspections
between
Miner Central Texas LTD
dba Miner Central Texas
and the
City of Austin

- 1.0 The City hereby amends the above-reference Contract to increase available funding administratively in an amount not to exceed \$34,811.25 effective October 4, 2018.
- 2.0 The total Contract amount is increased by \$34,811.25. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2017 – 02/08/2020	\$316,245.00	\$316,245.00
Amendment No. 1: Administrative Increase 03/19/2018	\$59,000.00	\$375,245.00
Amendment No. 2: Administrative Increase 10/04/2018	\$34,811.25	\$410,056.25

- 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: Any 10-9-18

Printed Name: JASON MORRIS
Authorized Representative

Miner Central Texas, LTD
11827 Tech Com, Suite 115
San Antonio, Texas 78233
(21) 716-3586
jmorris@minercorp.com

Sign/Date: MARY JAMES FOR 10-09-2018

MARY JAMES FOR
Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA170000077
for
Automatic Door Maintenance, Repair, Replacement, and Inspections
between
Miner Central Texas LTD DBA Miner Central Texas
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$59,000 effective 03/19/2018.
- 2.0 The total contract amount is increased by \$59,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/09/2017 – 02/08/2020	\$316,245.00	\$316,245.00
Amendment No. 1: Administrative Increase 03/19/2018	\$59,000.00	\$375,245.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

MINER CENTRAL TEXAS LTD

CITY OF AUSTIN

Jason Morris

Printed Name of Authorized Person

Signature

VICE PRESIDENT

Title:

3-26-18

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person

Signature

PROCUREMENT SPECIALIST IV

Title:

3/26/2018

Date:

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Miner Central Texas LTD DBA Miner Central Texas (“Contractor”)
for
Automatic Door Maintenance, Repair, Replacement, and Inspections
MA 7500-NA170000077**

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 **Miner Central Texas LTD DBA Miner Central Texas** having offices at 11827 Tech Com Rd. #115 San Antonio, TX 78233 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 CRR0210.

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, CRR0210 including all documents incorporated by reference

1.1.3 Miner Central Texas Offer, dated October 5, 2016, including subsequent clarifications:

1.1.3.1 Contractor’s response to the City’s Request for Clarification dated November 2, 2016, attached herein as Exhibit A

1.1.3.2 Section 0815-Living Wages Contractor Certification, attached herein as Exhibit B

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 Contractor’s response to the City’s clarification letter dated November 20, 2016.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2), twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$316,245 for the initial Contract term and \$105,415 for each extension option as indicated in the Bid Sheet, IFB

Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

1.6.1 Section 0400-Supplemental Purchase Provisions, Section 7-Living Wages is deleted in its entirety and replaced as follows:

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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.

**Miner Central Texas LTD DBA Miner
Central Texas**

Fred Stickland

Printed Name of Authorized Person



Signature

President

Title:

2/6/2017

Date:

CITY OF AUSTIN

Claudia R. Rodriguez

Printed Name of Authorized Person



Signature

Senior Buyer

Title:

02/09/2017

Date:

Exhibit A: Contractor's Response to the City's Request for Clarification dated November 2, 2016

Exhibit B: Section 0815-Contractor's Living Wage Certification

Exhibit C: Section 0820-Living Wages Employee Certification

EXHIBIT C
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA 7500-NA170000077	Description of Services: Automatic Door Maintenance, Repair, Replacement, and Inspections
Contractor Name: Miner Central Texas	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.50 per hour.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: CRR0210

DATE ISSUED: 09/26/2016

REQUISITION NO.: 16091200705

COMMODITY CODE: 93623

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

Claudia Rodriquez

Sr. Buyer

Phone: (512) 974-3092

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Automatic Door
Maintenance, Repair, Replacement, and Inspections

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: October 13, 2016 at 2:00 pm

BID OPENING TIME AND DATE: October 13, 2016 at 2:00 pm

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

LIVE BID OPENING ONLINE:

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

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

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CRR0210	Purchasing Office-Response Enclosed for Solicitation # CRR0210
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

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

SUBMIT 1 ORIGINAL AND 1 FLASH DRIVE (W/ PDF) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	9
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return	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 & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	List of 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 the * 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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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: Miner Central Texas

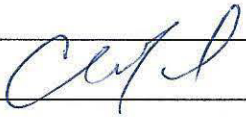
Company Address: 11827 Tech Com Rd. #115

City, State, Zip: San Antonio, Texas 78233

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Chris Galvan

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 10/5/2016

Email Address: cgalvan@minercorp.com

Phone Number: 210-655-8600

*** 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 releases and holds the City

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

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. AUDITS and RECORDS:

- 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. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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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.
- 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.

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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.
 - 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

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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 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.

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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 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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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.
- 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

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

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined 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.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

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

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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 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to claudiar.rodriquez@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE AWARDS:**

It is the City's preference to award a single contract for automatic door maintenance and repair services; however, the City reserves the right to make multiple contract awards based on any method deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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(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. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to two (2) 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.

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

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6. **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 emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78701

	City of Austin
Department	Austin Public Library
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Austin Water Utility
Attn:	Facility Management Division-Accounts Payable
Address	625 East Tenth St. Ste#103
City, State Zip Code	Austin, TX 78701

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	BSDAPInvoices@austintexas.gov

	City of Austin
Department	Parks and Recreation Department
Attn:	Facility Services-Contracts
Address	2525 South Lakeshore Blvd
City, State Zip Code	Austin, TX 78741

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	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd, Suite 411
City, State Zip Code	Austin, TX 78719
Email	abia.invoices@austintexas.gov

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

7. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. 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. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(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.

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

Weight % or \$ of Base Price: 100%
Database Name: State and Area Employment, Hours, and Earnings
Series ID: SMU48124200700000001
State: Texas
Area: Austin-Round Rock, TX
Supersector: Service-Providing
Industry: Service-Providing
Data Type: All Employees, In Thousands
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

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

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

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

- F. If the requested adjustment is not supported by the referenced index, the City, at 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 MANAGERS:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Austin Convention Center Department	Department: Austin Public Library
Contact: Bryan Helford	Contact: Manuel Huerta
Phone: (512) 404-4311	Phone: (512) 974-7334
Email: Bryan.Helford@austintexas.com	Email: Manuel.Huerta@austintexas.gov

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Department: Austin Water Utility	Department: Building Services Department
Contact: Augustin Cancino III	Contact: Donald Baldwin
Phone: (512) 972-0344	Phone: (512) 974-3965
Email: Augustin.Cancino@austintexas.gov	Email: Donald.Baldwin@austintexas.gov
Department: Department of Aviation	Department: Parks and Recreation Department
Contact: Mike Robinson	Contact: Gerard Bickham
Phone: (512) 530-7504	Phone: (512) 974-6740
Email: Mike.Robinson@austintexas.gov	Email: Gerard.Bickham@austintexas.gov

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

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SCOPE OF WORK
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS
SOLICITATION NO.: IFB CRR0210**

1. PURPOSE

The City of Austin (City) seeks proposals from a qualified Vendor (Contractor) experienced in the inspection, maintenance, repair, replacement, and modernization of automatic doors at City facilities located throughout the Austin area. The automatic doors may consist of sliding or swinging doors that are motorized to open and/or close by sensor or button mechanism and are used for pedestrian traffic. The required services shall include routine preventative maintenance, repair, and other as-needed services related to automatic doors.

The Contract will be utilized by all City departments. The City reserves the right to add or remove City departments, locations, and services frequencies at the City's discretion.

2. BACKGROUND

Automatic doors and associated components (doors) are located at City facilities throughout the City and are used to secure and gain access to City Hall, Convention Center, Public Libraries, and several other buildings. Proper operation is necessary to allow for the ingress and egress of the public into the facilities, as well as full closing afterward to keep the facility secure. The doors require services by trained and certified technicians.

3. CONTRACTOR REQUIREMENTS

3.1. Contractor Qualifications

- 3.1.1. The Contractor shall have a minimum of five (5) years' of continuous, demonstrable experience prior to this solicitation performing commercial automatic door maintenance and repairs.
- 3.1.2. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 3.1.3. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph.*
- 3.1.4. The Contractor shall provide all necessary personnel, equipment, and tools to safely test, service, and repair the automatic doors.
- 3.1.5. The Contractor shall provide American Association of Automatic Door Manufacturers (AAADM) certified technicians to work on this contract. The City will require AAADM certifications for all technicians assigned to work on this contract within five (5) business days from the City's request.

3.2. Hours of Service

- 3.2.1. The Contractor shall perform all as-needed (non-urgent) and preventive maintenance services during normal business hours, which is defined as Monday through Friday from 7:00 a.m. to 6:00 p.m., unless otherwise requested by the Contract Manager or designee.
- 3.2.2. The Contractor may be required to perform services during non-regular business hours, which is defined as Monday through Friday from 6:01 p.m. to 6:59 a.m., weekends, and official City holidays. The Contractor shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the Contract Manager prior to starting the work.
- 3.2.3. The Contractor shall not charge an overtime rate for services performed during non-regular hours that could reasonably be completed or were requested to be performed during regular business hours.

3.3. Single Point of Contact (SPOC)

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- 3.3.1. The Contractor shall provide a SPOC, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Contract.
- 3.3.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee to the SPOC. The designee shall meet the same requirements as specified within this SOW and have the same authorities as the SPOC.

4. CONTRACTOR'S RESPONSIBILITIES

4.1. General Requirements

- 4.1.1. The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to changes in the schedule at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 4.1.2. The Contractor shall maintain all licenses required by the Federal, State, and local laws to perform inspections maintenance, modifications, and repairs associated with automatic doors.
- 4.1.3. The Contractor shall provide all applicable permits, labor, supervision, equipment, materials, labor, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of maintenance, repair, and replacement services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.
- 4.1.4. The Contractor shall repair all automatic doors, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the doors and associated equipment described.
- 4.1.5. The Contractor shall immediately provide the Contract Manager or designee verbal notification of any existing or potentially unsafe condition, accident, or injury. The Contractor shall provide the Contract Manager or designee a written summary/report of any situation or condition within one (1) calendar day of the verbal notification.
- 4.1.6. The Contractor shall be responsible for assuring that services conducted on or around City property is performed in a safe, courteous, and professional manner with proper signs posted. The Contractor shall be responsible for damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City property, the Contractor shall immediately inform the Contract Manager. The Contractor shall make repairs or replacement to the satisfaction of the Contract Manager or no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.7. The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contract Manager or designee's inspection and approval.
- 4.1.8. The Contractor shall notify the City's identified point of contact at each work site with an estimated time of arrival at least one (1) business day prior to beginning the work at the City

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location, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.

- 4.1.9. The Contractor's technician shall sign in and out with the security desk, and report to the Contract Manager or designee.
- 4.1.10. The Contractor shall provide a work order ticket to the Contract Manager or designee showing all maintenance and/or repairs performed. The work order ticket shall be signed by the Contract Manager or designee immediately upon completion of services.
- 4.1.11. In response to a repair call, the Contractor shall inspect the entire door and mechanism before repairs begin to ensure that no other repairs are required.
- 4.1.12. The Contractor shall provide a minimum one (1) year warranty against defects of materials, services, workmanship, and in accordance with generally accepted industry standards and practices.
- 4.1.12.1. A "callback" is defined as any malfunction of any automatic door which is caused by failure or malfunction of a part which is covered by this Contract. If the Contractor and the Contract Manager or designee mutually agree that if a callback to repair an inoperable automatic door is a result of an accident or vandalism caused by others and not due to the Contractor's workmanship, then the repairs may be billed at the Hourly Labor rate on the Section 0600 – Bid Sheet.
- 4.1.13. The Contractor shall have approval from the Contract Manager or designee for any work that requires a unit to be made inoperable during the facility's hours of operation, before making the door inoperable.
- 4.1.13.1. The Contractor shall schedule with the City and receive approval from the Contract Manager or designee for any equipment that requires a shutdown for 30 minutes or more during the facility's hours of operations. The Contractor shall include an estimated length of time for the shutdown with the scheduling request.
- 4.1.13.2. If the services requiring a scheduled shut down cannot be completed during the estimated scheduled time, the Contractor shall notify the Contract Manager or designee with an updated length of time and schedule for the shutdown.
- 4.1.14. The Contractor shall provide all services covered under this contract in accordance with all Federal, State, and Local codes. These include, but are not limited to:
- American National Standards Institute (ANSI) Safety Code, or the latest ANSI revision referring to automatic door equipment maintenance and inspection,
 - Americans with Disabilities Act (ADA)
 - American Society of Mechanical Engineers (ASME) – Safety Code for Automatic Doors
 - National Fire Protection Association (NFPA) Supplement 4 – Life Safety Code Handbook
 - Underwriters Laboratories (UL) Standard 1 – Automatic Doors
- 4.1.15. The Contractor shall develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic door systems and equipment. The Contractor shall generate and provide a monthly report to the Contract Manager or designee by email, or make available to the Contract Manager or designee within two (2) business days of the request. Any discrepancies in the report shall be corrected within two (2) weeks of notification by the City. The report shall include the following information at a minimum:
- Date of service
 - Location and door reference number if more than one door at location)
 - Door brand

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- Manufacturer's equipment serial number
- Reason for call
- Action(s) performed
- List of parts replaced
- Arrival time
- Time spent performing repairs (labor hours)
- Invoice amount
- Service technician name and signature

4.2. Service Requirements

4.2.1. Inspections

- 4.2.1.1. The Contractor shall complete all required Federal, State, and Local Inspections as necessary. The inspections shall include but not limited to the following:
- Weighted
 - Un-weighted
 - Annual or periodic inspections
 - Inspections requiring coordination with third parties
 - Any other inspections required to operate automatic doors in a safe and lawful manner.
- 4.2.1.2. The Contractor shall meet with the City Contract Manager to develop an inspection plan, and provide the inspection plan within one (1) month of the contract execution. The inspection plan shall outline procedures, requirements, deadlines, and approximate dates for all inspections and tests, for approval by the Contract Manager.
- 4.2.1.3. The Contractor shall perform Annual Safety Tests, unless otherwise specified at a higher frequency by Federal, State, and Local codes, in the first quarter of each calendar year, or as mutually agreed to between the Contractor and the Contract Manager or designee. A report of the test results shall be sent to the City Contract Manager or designee within one (1) week of the Annual Safety Tests.
- 4.2.1.4. The Contractor shall take corrective action to bring all found deficiencies during the inspection process to pass the proper inspection requirements for the door. A deficiency to be defined as anything not meeting the manufacturers' specifications and standards for the type of doors being repaired.

4.2.2. Routine and Preventive Maintenance Services

- 4.2.2.1. The Contractor shall meet with the City Contract Manager to conduct a Preliminary Door Assessment, develop, and provide a routine and Preventative Maintenance Schedule on all doors covered under this Contract within one (1) month of the contract execution, or as mutually agreed to between the Contractor and the Contract Manager. Routine preventative maintenance services shall meet or exceed the manufacturers recommended requirements, or at least be performed once a year to ensure the doors operate at maximum efficiency levels if a manufacturers preventative maintenance service schedule is not available. The City reserves the right to move doors to an annual preventative maintenance schedule at any time. **(See Attachment A for an example of City locations.)**
- 4.2.2.1.1. For doors added to the contract after execution, the Contractor shall conduct a preliminary door assessment within two (2) weeks of the City's request, and provide a Preventive Maintenance Schedule within one (1)

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month of the City Contractor Manager's request, or at a time mutually agreed to between the Contractor and the City Contract Manager.

- 4.2.2.1.2. The Preliminary Door Assessment shall be in electronic format approved by the City Contract Manager or designee and shall include the following information at a minimum:
 - Location and designation of the automatic door
 - An overall assessment of the entire door system including major components (component list shall be mutually agreed upon between the Contractor and the Contract Manager or designee)
- 4.2.2.2. The Contractor shall acknowledge (by phone or email) any requests for non-scheduled preventive maintenance within two (2) hours of request being made by the City Contract Manager or designee. The Contractor shall complete the non-scheduled preventative maintenance within one (1) business day of the request or as mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.2.2.3. The Contractor's routine and preventative maintenance program schedule shall include but not limited to the following:
 - 4.2.2.3.1. Regular and systematic testing of all mechanical door, associated component parts, equipment, and trim.
 - 4.2.2.3.2. Adjustment, lubrication, cleaning, and repair or replacement of any parts and mechanisms as necessary to keep the door and equipment in proper and safe operating condition.
 - 4.2.2.3.3. Maintain the efficiency, safety, and rated opening and closing speeds for each door unit, per the manufacturer specifications and within the limits of applicable codes.
 - 4.2.2.3.4. Examine, maintain, and restore all safety devices and governors for each door. Door safety devices and/or governors shall never be left in a bypassed state.
 - 4.2.2.3.5. Check the mechanical, electrical, and electronic systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards.
- 4.2.2.4. The Contractor shall notify the City Contract Manager or designee at least one (1) business days before any unscheduled maintenance activities.
- 4.2.2.5. The Contractor shall notify the City Contract Manager or designee of all found equipment issues that are not within manufacturer's specifications within one (1) hour of the discovery, and shall notify the Contract Manager or designee of the anticipated down time.
- 4.2.2.6. The Contractor shall invoice routine and preventative maintenance services separately from repair and urgent repair services.
- 4.2.3. Repair Services
 - 4.2.3.1. The Contractor shall perform non-urgent repair services on an as-needed basis for all City locations. Repair services are defined as minor repairs or other related services that are needed, to keep a door functioning properly (immediately opening and closing).
 - 4.2.3.2. The Contractor shall inspect and examine the door and components to ensure that the required services shall correct all issues associated with the door at the time of the service request.

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- 4.2.3.3. The Contractor shall acknowledge repair services requests within two (2) business hours by phone or email to the Contract Manager or designee.
- 4.2.3.4. The Contractor shall provide a quote that clearly distinguishes the cost of parts and labor in writing or email within one (1) business day of request for approval by the Contract Manager or designee in writing or email prior to the start of the work.
- 4.2.3.5. The Contractor shall complete the repair services within two (2) business day of the request, or a timeframe mutually agreed upon between the Contractor and Contract Manager or designee.
- 4.2.4. Urgent Repair Services
 - 4.2.4.1. The Contractor shall be able to respond to urgent repair service requests twenty-four (24) hours per day, seven (7) days per week (including holidays). Urgent repair services are defined as a repair situation where a door will not open or close, either manually or electronically. The Contract Manager or designee shall have the sole authority in determining when services are deemed to be urgent.
 - 4.2.4.2. Urgent repair service requests shall take priority over other scheduled preventive maintenance and repairs. The Contractor shall notify the Contract Manager or designee of the non-service repair requesting department before the scheduled time and reschedule the appointment at a time that is mutually agreed to between the Contractor and the City, if the Contractor's technicians will be unable to make the non-urgent repair service scheduled time.
 - 4.2.4.3. The Contractor shall acknowledge an urgent repair service request within one (1) hour or less and be onsite within three (3) hours unless otherwise approved or agreed-upon by the Contract Manager. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
 - 4.2.4.4. The Contractor shall provide a quote that clearly distinguishes the cost of parts and labor within one (1) hour for approval by the Contract Manager or designee, verbal quotes shall be followed up in writing or email within one (1) business day of the initial request.
 - 4.2.4.5. The Contractor shall restore the door to its original operational status, or with the Contract Manager or designee's approval, complete a temporary repair to restore the door to a manual operation status. Down-time shall not exceed four (4) hours unless mutually agreed to between the Contractor and Contract Manager.
 - 4.2.4.6. The City understands that at times parts or components that are not commonly stocked may affect the Contractor's ability to complete an urgent repair service in the specified timeframe. If there is a delay in completing an urgent repair service, the Contractor shall secure the opening, with the Contract Manager or designee's approval, in a way to keep unauthorized personnel from entering.
 - 4.2.4.7. If the Contractor cannot respond to any urgent repair service request in the specified timeframe, the City reserves the right to contact another Contractor to perform the repair services. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.
- 4.2.5. Replacement Parts
 - 4.2.5.1. The Contractor shall be able to provide replacement parts, including up to a complete installation of a new door system.

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- 4.2.5.1.1 Services include under this Contract will include but not be limited to preventative maintenance, general maintenance, repair or replacement of a like item or item of similar purpose, and like-and-kind replacement. No plumbing services will be performed under this contract that impacts the structure, or require architectural or mechanical engineering, drawings, or plans.
- 4.2.5.2. The Contractor shall maintain, at their cost, an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the doors at no cost to the City. The City estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the City will mutually agree on what an adequate parts inventory is based on the doors in use at City locations.
- 4.2.5.3. The Contractor shall use parts, lubricants, and chemicals associated with the maintenance and repairs of the doors that shall meet the manufacturers' specifications and standards for the type of doors being repaired.
- 4.2.5.4. The Contractor shall be responsible for providing all replacement parts, including OEM and proprietary parts, as necessary to fill this scope of work. All replacement parts and lubricants shall be of the same or higher quality and be of the same manufacturing design as the parts and lubricants being replaced. Replacement parts may be new or reconditioned to the original manufacturers' specifications. Any parts that are not new Original Equipment Manufacturer (OEM) parts shall be approved by the Contract Manager or designee.
 - 4.2.5.4.1. If an automatic door component becomes obsolete and a new replacement OEM part is not available, the Contractor may provide rebuilt OEM parts or use a compatible part for a different manufacturer with prior written approval from the Contract Manager or designee. The rebuilt or reconditioned parts shall be equal in quality, operation, and performance to original parts and free from defects.
- 4.2.5.5. When non-stocked replacement parts are required for a repair service, the Contractor shall provide and install non-stocked replacement parts within two (2) weeks after repair request made by the City, unless mutually agreed to between the Contractor and Contract Manager or designee.
- 4.2.5.6. The Contractor shall provide the City a Safety Data Sheet (SDS) for every lubricant or chemical used in performance of the work or stored on City property.
- 4.2.5.7. The Contractor shall invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Section 0600 – Bid Sheet.

4.3. Labor and Personnel

- 4.3.1. The Contractor shall employ qualified automatic door technicians with at least one (1) technician on call 24 hours a day to respond to urgent repair services. Each technician shall have at least two (2) years of experience repairing commercial automatic doors. The Contractor shall submit proof of technician experience by resume within one (1) week upon request by the City.
- 4.3.2. The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that its personnel are fully and properly equipped and trained to perform the services promptly and safely.

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- 4.3.3. All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.
- 4.3.4. If the City notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such employee or representative from the City property or facilities. Furthermore, the Contractor shall not assign such employee to a City work order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while performing services for the City.
- 4.3.5. The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within one (1) week upon request by the City.

4.4. Sustainability

- 4.4.1. The Contractor shall inform the City of alternative products and practices it can offer that meet the City's sustainable purchasing objectives and that can be used to complete services performed under this Contract. The alternative products and practices should:
- Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content
 - Minimize environmental impacts such as water and air pollution during usage
 - Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment
 - Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost

4.5. Disposal of Parts, Non-Hazardous and Hazardous Materials

- 4.5.1. The Contractor shall be responsible for handling, transporting, and the proper disposal of all waste material, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 4.5.2. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee
- 4.5.3. The Contractor shall immediately notify the City of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified.
- 4.5.4. The Contractor shall coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or hazardous materials through the interior of a facility without prior coordination with the City.
- 4.5.5. The Contractor shall maintain and provide as requested by City a documented audit trail of the disposal of hazardous waste material.

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5. CITY'S RESPONSIBILITIES

- 5.1.1. The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these utilities only to perform its contractual duties.
- 5.1.2. The City will provide the Contractor with any available automatic door operations and maintenance manuals, including the most current drawings and wiring diagrams, in the City's possession. The Contractor shall be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30 days after contract execution.
- 5.1.3. The City will provide an on-site contact, with escorted access.
- 5.1.4. The City will provide the Contractor with name(s) of authorized personnel to authorize services.
- 5.1.5. The City may elect to hire other contractors for major modifications to automatic doors as deemed necessary by the City. If any service schedules are affected by these major modifications, the Contractor and Contract Manager will mutually agree on an adjusted schedule. The Contractor will be given the chance to inspect the major modifications before resuming the preventative maintenance activities under this Contract. If deficiencies are found during the inspection, the Contractor and Contract Manager will mutually agree on a resolution to address these deficiencies prior to the Contractor resuming services for that door. Final approval of major modifications rests solely with the City.

6. OMISSIONS

It is the intention of this specification to require complete automatic door maintenance and repair services for all City departments. Any items/services that have been omitted from this specification which are clearly necessary for complete automatic door maintenance and repair services shall be considered to be a requirement of the contract although not directly specified or called for in this specification.

ATTACHMENT A

#	Austin Convention Center	ADDRESS	Number of Doors	Type
1	Austin Convention Center	500 East Cesar Chavez, 78701	7	ADA/ Swinging
2	Palmer Events Center	900 Barton Springs Road, 78704	3	ADA/ Swinging
#	Building Services	ADDRESS	Number of Doors	Type
1	City Hall	301 W 2nd street	6	Sliding
2	RLC	1520 Rutherford Ln	2	Sliding
3a	APD East Sub	812 Springdale Austin	2	Sliding
3b	APD East Sub	812 Springdale Austin	1	ADA/ Swinging
4	APD Police Headquarters	715 E. 8th St.	2	ADA/ Swinging
5	Technicenter	4201 Ed Bluestein	4	ADA/ Swinging
6	Muni-Courts	700 E 7th St.	1	ADA/ Swinging
7	East Austin Neighborhood Center	211 Comal St	2	ADA/ Swinging
8	Muni-Building	124 W 8th St.	1	ADA/ Swinging
9	Blackland Neighborhood Center	2005 Salina St.	1	ADA/ Swinging
10	Rosewood Zaragosa Neighborhood Center	2800 Webberville Rd.	1	ADA/ Swinging
11	South Austin Neighborhood Center	2508 Durwood St.	1	Sliding
#	Austin Public Library	ADDRESS	Number of Doors	Type
1	Faulk Central	800 Guadalupe	4	Sliding
2	Austin History Center	810 Guadalupe	0	Sliding
3	Carver Branch	1161 Angelina St	1	Sliding
4	Cepeda Branch	651 N. Pleasant Valley Rd	1	Sliding
5	Hampton Branch at Oak Hill	5125 Convict Hill Rd	1	Sliding
6	Howson Branch	2500 Exposition Blvd	1	ADA/Swinging
7	Little Walnut Creek Branch	835 W. Rundberg Ln	2	sliding
8	Manchaca Road Branch	5500 Manchaca Rd	3	Sliding
9	Milwood Branch	12500 Amherst Dr	1	Sliding
10	North Village Branch	2505 Steck Ave	1	Sliding
11	Old Quarry Branch	7051 Village Center Dr	1	Sliding
12	Pleasant Hill Branch	211 E. William Cannon Dr	1	Sliding
13	Ruiz Branch	1600 Grove Blvd.	2	Sliding
14	St. John Branch	7500 Blessing Ave	0	Sliding
15	Southeast Branch	5803 Nuckols Crossing	1	Sliding
16	Spicewood Springs Branch	8637 Spicewood Springs Rd.	2	Sliding
17	Terrazas Branch	1105 E. Cesar Chavez St.	1	Sliding
18	Twin Oaks Branch	1800 S. Fifth St	1	Sliding
19	University Hills Branch	4721 Loyola Ln	1	ADA/Swinging
20	Willie Mae Kirk Branch	3101 Oak Springs Dr.	3	Sliding
21	Windsor Park Branch	5833 Westminster Dr	2	Sliding
22	Yarborough Branch	2200 Hancock Dr.	1	Sliding
#	Parks and Recreation Dept.	ADDRESS	Number of Doors	Type
1	Alamo Recreation Center	2100 Poquito	1	Swinging
2	Carver Museum	1165 Angelina	2 Sets	Swinging
3	PARD Annex B Aquatics	2818 San Gabriel	1	Swinging
4	PARD Main Office	200 S.Lamar	2	Swinging
5	Dougherty Cultural Arts Center	1110 Barton Springs	1	Swinging
6	Asian American Resource Center	8401 Cameron Rd.	3	Swinging
7	Danny G. McBeth Recreation Ctr.	2502 Columbus Drive	1 Set	Sliding
8	Dove Springs Recreation Center	5801 Ainez Dr.	4	Swinging
9	Givens Recreation Center	3800 E. 12th St.	1 Set	Swinging
10	Rosewood Recreation Center	2300 Rosewood Ave.	1 Set	Swinging
11	Conley-Guerrero Sr. Activity Center	808 Nile St.	2 Sets	Sliding
12	Pickfair Park Firestation	10904 Pickfair Dr.	1	Swinging
13	Senior Citizens Activity Center-Lamar	2874 Shoalcrest Ave.	1 Set	Sliding
14	South Austin Senior Activity Center	3911 Manchaca RD	1 Set	Sliding
15	Gus Garcia Recreation Center	1201 E.Rundburg	2	Swinging
16	McBeth Recreation Center	2401 Colombus Dr.	1 Set	Sliding

SECTION 0600 - BID SHEET
CITY OF AUSTIN
Automatic Door Maintenance, Repair, Replacement, and Inspections

SOLICITATION NO.: IFB CRR0210

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

SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY USED ITEMS)

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

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 proposer does not wish to bid on that item.

The quantities listed are annual estimates and not a guarantee of actual volume. 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. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	LABOR	ESTIMATED QUANTITY	HOURLY RATE	EXTENDED PRICE
1	Labor rate per hour for Regular Hours, 7:00 a.m. - 6:00 p.m., CST Monday through Fridays	125	\$ 99.00	\$ 12,375.00
2	Labor rate per hour for Non-Regular Hours, 6:01 p.m. - 6:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% or 'time and a half' of Regular Hours)	85	\$ 99.00	\$ 8,415.00
3	Inspection Services	75	\$ 20.00	\$ 1,500.00
TOTAL EXTENDED PRICE - SECTION 1				\$ 22,290.00

SECTION 2 - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance to automatic doors and components. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 1 and Section 3 pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
4	Flat fee for Routine and Preventative Maintenance Services	125	\$25.00	\$3,125.00

SECTION 0600 - BID SHEET
CITY OF AUSTIN
Automatic Door Maintenance, Repair, Replacement, and Inspections

SOLICITATION NO.: IFB CRR0210

SECTION 3 - REPAIR PARTS AND MATERIALS

Proposer must be able to provide automatic doors and associated components to complete the repairs. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE
5	Discount off Price List for all Door Materials and Associated Components	\$100,000.00	20.00%	\$80,000.00
TOTAL EXTENDED PRICE FOR SECTIONS 1 THRU 3				\$105,415.00

SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM OR MARKUP TO PRICE LIST
6	See Attachment B	_____	10% discount
7	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
8	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

Attachment A

Central Texas Main Office:

Miner Central Texas – since 1994 – current location 6 ½ Years

11827 Tec Com Rd, Ste 115

San Antonio, Texas 78233

- Senior management, Accounts payable and receivable, Dispatchers
- Main Warehouse

Austin

Warehouse:

Miner #D493

12318 N MoPac Expy

Austin, TX 78758-2404

Phone: (512) 339-2685

- Platform scissor lifts (Miner owned)
- Material lifts
- Large equipment storage

Operations office and Shop

Dan Rybaski

2850 Bell Gin Rd

Georgetown Texas 78626

- Operations manager office
- Parts warehouse

New Office and Warehouse

- Consolidating Austin Warehouse and operations in new location in North Austin to open in November 2016

Service Professionals and Trucks

- Our service professionals take their service vehicles home every night to assure quicker response time for emergency Calls.
- Service vehicles – All our service vehicles are equipped with welders, cranes, ladders, parts and tools
- 5 Service Professionals in Austin Area
- 18 service professionals in Central Texas area
- 60 State wide

Sales and Management Support - Austin

- Ken Rader and Christian Gomez - Account Associates
- Dan Rybaski – Austin Operations Manager

Attachment B

Section 4 – Non-Specified Items

Repairs, service, maintenance and parts for the following added equipment.

All labor rates equal to City of Austin Solicitation #IFB CRR0210 Submitted By Miner Corp.

All Parts **10%** discount off list

- Dock equipment (as listed but not limited to – OHD Doors, coiling doors, dock levelers, edge of docks, bumpers, seals, truck shelters, truck restraints.....)
- Trash compactors
- High speed doors
- Big industrial Fans
- Forklifts and Vertical lifts
- Security Gates
- Balers (Vertical and Horizontal)
- Manual doors and hardware
- Floor scrubbing machines

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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Miner Central Texas	
Physical Address	See Attachment A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes See attachment A	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N / A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Miner Central Texas

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Goodwill Central Texas
Name and Title of Contact Ashlee McDade Property Services Supervisor
Project Name multi Locations Service, repair, install
Present Address 1015 Norwood Park Blvd.
City, State, Zip Code Austin Texas 78753
Telephone Number (512) 748-1923 Fax Number ()
Email Address ashlee.mcdade@goodwillcentraltexas.org

2. Company's Name Dell
Name and Title of Contact Frank Gardner
Project Name Service, repair, install
Present Address 401 Dell Way
City, State, Zip Code Austin Texas 78664
Telephone Number (512) 748-9277 Fax Number ()
Email Address frank_gardner@dell.com

3. Company's Name RBFCU
Name and Title of Contact Juan Munoz Facilities Manager
Project Name service,Repair, install Multi locations
Present Address 11911 Burnet Rd
City, State, Zip Code Austin Texas 78758
Telephone Number (512) 289-3750 Fax Number ()
Email Address jmuno@rbfcu.org

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CRR0210

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employee Job Title
Justin Atkinson	Service Professional
Charlie Killen	Service Professional
Gavin Phillipps	Service Professional
Leslie Brent Bradshaw	Service Professional
James Kutzley	Service Professional
Innonce Mark Ramos	Service Professional
Roland Silva	Service Professional
Wayne Olejniczak	Service Professional
Eddie Vorheier	Service Professional
Eric Cerda	Service Professional
Lionel Colon	Service Professional
Ryan Koehler	Service Professional
Angel Martinez	Service Professional
Eddie Simon	Service Professional

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.

- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Contractor's Name: Miner

Signature of Officer
or Authorized
Representative:



Date: 11/22/2016

Printed Name: Chris Galvan

Title: VP

Section 0835: Non-Resident Bidder Provisions

Company Name Miner Central Texas

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

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

Answer: Resident Bidder

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

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

Answer: N/A Which State: _____

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

Answer: N/A

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: CRR0210

PROJECT NAME: Automatic Door Installation, Maintenance, Repair, and Inspection

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall 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 or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

Yes ☐

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

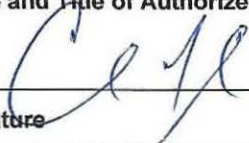
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Miner Central Texas

Company Name

Chris Galvan Vice President

Name and Title of Authorized Representative (Print or Type)



10/5/2016

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	CRR0210
PROJECT NAME:	Automatic Door Installation, Maintenance, Repair, and Inspection

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Miner Central Texas		
Address	11827 Tech Com Rd #115		
City, State Zip	San Antonio Texas 78233		
Phone Number	210-655-8600	Fax Number	210-655-3810
Name of Contact Person	Chris Galvan		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Chris Galvan Vice President

Name and Title of Authorized Representative (Print or Type)	10/5/2016
Signature	Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor	Date	Director/Deputy Director	Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

November 2, 2016

Miner Central Texas
Chris Galvan, Vice President
11827 Tech Com Road #115
San Antonio, TX 78233

Dear Mr. Galvan:

Thank you for submitting your Offer for IFB CRR0210-Automatic Door Services for the City of Austin.

The evaluation team is coming to a close on the review and evaluation of the Offer received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

Below is the information that we need the clarification on.

- Per the Scope of Work, Item #3.1.1: The Contractor shall have a minimum of five (5) years' of continuous, demonstrable experience prior to this solicitation performing commercial automatic door maintenance and repairs. Please provide a thorough statement on your company's years' of experience in servicing, inspecting, and installing automatic doors. This can be provided in a statement, letter, or memo.
- Per the Scope of Work, Item #3.1.5: The Contractor shall provide American Association of Automatic Door Manufacturers (AAADM) certified technicians to work on this contract. The City will require AAADM certifications for all technicians assigned to work on this contract within five (5) business days from the City's request. Please provide these certifications for the technicians assigned to work on this contract.

Response is due no later than Friday, November 4, 2016 at 10:00am. More time is available (up to 5 business days) for the certification portion of this clarification request if needed.

Questions concerning this request should be directed to Claudia Rodriguez at 512-974-3092.

Sincerely,

Claudia Rodriguez
Senior Buyer
City of Austin
Purchasing Office

Dear Mrs. Rodriguez,

Please see attached supplement references for Miner. We have been doing business in the Austin area for over 20 years in the facilities service industry including overhead, manual and automatic doors. We have been expanding our Automatic door division in Austin over the last few years with the addition of the qualified staff listed below. As the Operations Manager of the Austin office, I (Dan Rybaski) bring 23 years of automatic door experience. I have been with Miner now for over a year and bring direct automatic door experience from the Austin and surrounding areas.

Miner Central Texas Staff – AAADM’s certified

- Dan Rybaski – Austin Operations manager – Automatic door specialist – 20 + years’ experience
- Ken Rader – Sales - 20+ years’ experience
- Christian Gomez – Sales
- Edward Simon - Service Professional – 10+ years’ experience
- Roland Silva – Service Professional – 10+ years’ experience
- Innonce Romas - Service Professional
- Edward Vorlteier – Service professional
- Weyland Schaefer – Assistant Service Manager
- Brant Bradshaw - Service Professional
- James Kutzley - Service Professional
- Eric Cerda - Service Professional

Dan Rybaski’s Career Highlights

A1 Elevator/Automatic doors - Austin branch– Elevator division 5 years, Automatic doors – 2 years – Sales/ service manager

Access System Automatic Door Specialist - Austin Texas – Owner operator – 15 years

Door Control Services – Austin Branch Manager – 5 ½ years

Miner Corp – Austin Operations Manager - Sept. 2015 - present

Business references for Dan Rybaski

- **City of Austin** – Austin Public Library
Facilities Manager John Gillum 512-974-7495
- **The University of Texas** – Austin
Project Manager – Richard Costa 512-471-3281, 512-657-3103,
richard.costa@austin.utexas.edu
Project Manager - Pierre Bulhon 512-475-8448, jpbulhon@mail.utexas.edu
Zone Facilities Manager – Tommy Bennett 512-232-1985, tommy.bennett@austin.utexas.edu
- **Texas Facilities Commission** – Austin
Facilities Manger - Kirk Kuykendall 512-463-3537, robert.kuykendall@tfc.state.tx.us
Facilities Manager - Ray Bates ray.bates@tfc.state.tx.us
- **City of Seguin**
Facilities Manager - Joshua Farrell 830-401-2487, 512-738-1944, jfarrell@seguintexas.gov
- **Heart Hospital**
Director of Facilities Management – Wayne Goodman 512-407-7506,
wayne.goodman@hcahealthcare.com

Company Certificate

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

**Dan Rybaski
Miner Corporation**

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Certificate Number 15C0834

Expires January 31, 2017

John Addington, Executive Director

AADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Company Certificate
American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

**Weyland Schaefer
Miner Central Texas**

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Certificate Number: 16C0186

Expires: January 31, 2018

John Addington, Executive Director

AADM *American Association of
Automatic Door Manufacturers*

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Diploma

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

Roland Silva

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Diploma Number #130890

Expires January 31, 2016

A handwritten signature in dark ink, reading "John H. Addington", is written over a horizontal line.

John Addington, Executive Director

AAADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Company Certificate

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

**Roland Silva
Miner Corporation**

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Certificate Number #13C0890

Expires January 31, 2016

John Addington, Executive Director

AADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

AAADM *American Association of Automatic Door Manufacturers*

Executive Director:
THOMAS ASSOCIATES

November 3, 2016

TO WHOM THIS MAY CONCERN:

This will serve to advise that, according to our records, the following individual listed below is currently a valid AAADM Certified Inspector and has been since April of 2016.

Inspector Name/Certification Number	Certification Class Taken	Certification Expires
Ken Rader #160181	April 19-20, 2016 Record San Antonio, TX	January 31, 2018

If you have additional questions, please contact the AAADM office.

Sincerely,



EVA M. BRUNK
AAADM - Administrative Assistant

Certified Inspector

American Association of Automatic Door Manufacturers



The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that

Eric Cerda - #160177

has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.

Expires: January 31, 2018

"Dedicated to promoting safety by establishing programs for training and certification of inspectors."

Certified Inspector

American Association of Automatic Door Manufacturers



The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that

Innonce Ramos - #150832

has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.

Expires: January 31, 2017

"Dedicated to promoting safety by establishing programs for training and certification of inspectors."

Diploma

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

Edward Simon, Jr.

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Diploma Number: 160660

Expires: January 31, 2018

A handwritten signature in black ink, reading "John H. Addington", is written over a horizontal line.

John Addington, Executive Director

AAADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Company Certificate
American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

**Edward Simon, Jr.
Miner Central Texas**

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Certificate Number: 16C0660

Expires: January 31, 2018

John Addington, Executive Director

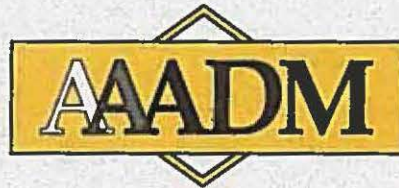
AADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Company Certificate

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

**Edward Vorheier
Miner Central Texas**

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Certificate Number 15C0838

Expires January 31, 2017

John Addington, Executive Director

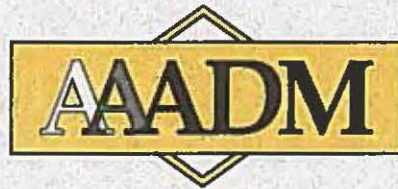
AAADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*

Diploma

American Association of Automatic Door Manufacturers



*The Board of Directors of the
American Association of Automatic Door Manufacturers certifies that*

James Kutzley

*has successfully completed the course of instruction as a
Certified Inspector of power-operated automatic pedestrian doors.*

Diploma Number 150829

Expires January 31, 2017

A handwritten signature in black ink, reading "John H. Addington". The signature is written in a cursive style and is positioned above a horizontal line.

John Addington, Executive Director

AAADM American Association of
Automatic Door Manufacturers

1300 Sumner Avenue, Cleveland, Ohio 44115

*"Dedicated to promoting safety by establishing programs
for training and certification of inspectors."*



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: CRR0210

Addendum No: 1

Date of Addendum: 10/06/2016

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

- I. **Clarifications:** Replace Attachment A, with the attached updated version. This version lists the correct Library locations.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Claudia Rodriguez
Claudia Rodriguez, Senior Buyer
Purchasing Office, 512-974-3092

10/6/16
Date

ACKNOWLEDGED BY:

CHRIS GALVAN
Name

Chris Galvan
Authorized Signature

10/07/2016
Date

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



24/7/365 We Never Close

- Fully staffed call center
- Weekends and holidays
- No answering service
No pagers
No on-call duty



Miner National Service

Slide 9

Getting your facility equipment installed, maintained and repaired on time every time takes a dedicated team of professionals.

Account Management



- Your Account Managers provides a personal and customized program designed to fit your operation.
- He/she is your expert for equipment selection, installation, maintenance, industry service protocols and total cost of ownership.
- Weekly critical alerts and flash reports to keep you informed of issues.
- Monthly reporting of your key performance indicators (KPIs) to ensure we are delivering on your expectations.
- Quarterly and annual reviews include a targeted trend report on cost savings, uptime performance and safety/sustainability progress.

Customer Care



- Your Customer Care Professional provides personal service managing the day-to-day delivery of your program.
 - He/she is your expert for management, service scheduling, parts logistics, troubleshooting, billing, quality assurance and real-time reporting.
 - Our team is your source for daily scheduling of our Service Professionals and service partners.
-
- We use MYCARE REAL-TIME ASSET MANAGEMENTSM — the most advanced system across our network.
 - More than 65% of our customers are connected with real-time web-based communications.

On-Site Service



- Your Certified Service Professionals provide personal on-site service every day 24/7/365 everywhere you are.
- They are your experts for new equipment installs, emergency repair, same-day service and planned maintenance.
- Our team arrives service-ready in our fully equipped service vehicle.
- We have real-time training “tools on demand” for service delivery and safety.
- 100% of our Service Professionals are certified at our Miner® Academy and receive weekly coaching on best practices.

Done Right. Right Now.

▶ **SAME DAY SERVICE**

Security Issue?
Safety Issue?
We will be there TODAY!

▶ **24HR EMERGENCY SERVICE**

We never close.

▶ **1 YEAR WARRANTY**

Parts & Labor
Best in the industry!

▶ **SELF PERFORMANCE**

Done right, right now by
our Service Professionals.



MINER

Docks, Doors & More®

Done Right. Right Now.

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STOREFRONT & PEDESTRIAN DOORS

- ADA Swing Operators
- Automatic Sliding Doors
- Fire Door Inspections
- Glass & Aluminum Doors
- Impact Doors
- Closers / Locks / Hardware
- Herculite Doors
- Roof Access Doors
- AAADM'S Inspections
- Cold Storage Doors
- Hollow Metal Doors
- Access Controls

DOCK EQUIPMENT

- Dock Levelers
- Dock Lifts
- Dock Seals
- Edge-of-Docks
- Truck Restraints
- Truck Levelers
- Aqua Shields
- Truck Shelters

WAREHOUSE DOORS

- Rolling Steel Doors
- Coiling Doors
- Sectional Doors
- Fire Doors / Drop Tests
- Rolling / Coiling Grilles
- Hangar Doors
- High-Speed Doors
- Knock-Out Doors
- Screen Doors
- Cold Storage Doors

WAREHOUSE EQUIPMENT

- Forklifts
- Trash Compactors
- Vertical Balers
- Horizontal Balers
- Shredders
- Multi-Story Vertical Lifts
- Lift Tables
- Guardrails
- Big 24' Fans
- Security Gates



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GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriquez x43092	PM Name/Phone	N/A
Sponsor/User Dept.	Taylor Youngblood x43519	Sponsor Name/Phone	N/A
Solicitation No	IFB CRR0210	Project Name	Automatic Doors M&R
Contract Amount	\$71,000	Ad Date (if applicable)	09/26/2016
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Maintenance and repair services for automatic doors located at various City facilities such as the library, convention center, and other city facilities.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
No historical information available, as this is the first solicitation for these services.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
100%-93623			
Claudia Rodriquez		9/12/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	9/13/2016	Date Assigned to BDC	9/13/2016
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 2 MBEs available to bid as a prime consultant

Subcontracting Opportunities Identified

No subcontracting opportunities available

Arturo Salinas

SMBR Staff

Arturo Salinas

Signature/ Date

9/14/16

SMBR Director or Designee

[Signature]

Date

9/13/16

Returned to/ Date: