



Amendment No. 9
To
Contract No. NA160000032
For
Pest Control Services at ABIA
Between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 7, 2020 through December 6, 2021. No options will remain.
- 2.0 The City hereby grants the subject contract a five (5%) percent price increase. The price increase is displayed in Exhibit B and will become effective on December 7, 2020.
- 3.0 The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00	\$215,000.00
Amendment No. 5: Administrative Increase of \$15,000.00 10/15/2019 Add services and locations. See Exhibit A. 10/15/2019	\$15,000.00	\$230,000.00
Amendment No. 6: Option 2 – Extension 12/07/2019 – 12/06/2020	\$50,000.00	\$280,000.00
Amendment No. 7: Add additional location – Cargo Facility Interior 04/23/2020	\$0.00	\$280,000.00
Amendment No. 8: Add additional location – 9220 Rental Car Lane 05/29/2020	\$0.00	\$280,000.00
Amendment No. 9: Option 3 – Extension 12/07/2020 – 12/06/2021 Price increase of 5%. See Exhibit B. 12/07/2020	\$50,000.00	\$330,000.00

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

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

Sign/Date:  10/27/2020

Printed Name: Jeannette Rubbelke, Bid Contracts Manager I
Authorized Representative

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com

Matthew
Duree

Digitally signed by
Matthew Duree
Date: 2020.11.24
08:36:57 -06'00'

Matthew Duree
Procurement Manager

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

<p style="text-align: center;">Amendment No. 9 NA160000032 Ecolab, Inc. Exhibit B</p>										
<p>The monthly price giving on the Attachment B shall include the monthly targeted pests, inspections, call backs, and all labor and materials to complete the services for all the Venue. The hourly rate giving is for pests and services not covered under the monthly. Requests for emergency service that is for a covered monthly pest will be classified as a call back. As such, it will not be billable regardless of the time and day. Request for emergency service for non-monthly covered pest are to be priced hourly in two ways. One for during normal business hours and one for after hours, weekends, and holiday.</p>										
MAIN TERMINAL										
Service Address ID	Service Address Name	Address Line 1	Address Line 2	City	State	Postal Cod	Program Type	Old Monthly Invoice Ar	Modifier	New Monthly Invoil
AUST0109-0001	AUSTIN BERGSTROM INTL AIRPORT	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ 4,199.03	1.05	\$ 4,408.98
AUST0109-0002	DOA WAREHOUSE	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0004	AMYS ICE CREAM	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0006	AMERICAN AIRLINES ADMIRAL CLUB	STE 102	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0007	ANNIES	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0008	HAYMAKER	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0009	TACO DELI/ EINSTEIN	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0011	WEST FOOD PARK	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0012	SALT LICK	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0013	HEART OF AUSTIN	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0014	Z-CAFÉ	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0015	UNITED CLUB	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0016	EAST FOOD PARK	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0017	HUTS HAMBURGERS	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0018	PLANNING & ENGINEERING	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0019	LEARNING RESOURCE CENTER	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0020	GROUND TRANSPORTATION STAGING AREA	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0021	CHECK POINT CHARLIE	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0022	COMPACTOR SITE	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0023	PARKING MANAGEMENT BOOTHS & BUILDING	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0024	INFORMATION CENTER	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0025	CENTRAL PLANT	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0026	AARF	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0027	ELECTRIC VAULT	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0028	MAINTENANCE COMPLEX & BUILDINGS	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0029	MOTOR POOL	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0030	AUSTIN BERGSTROM INTL AIRPORT 2	STE 201	3600 PRESIDENTIAL BLVD	AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0109-0034	EAST EXPANSION	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
ADDITIONAL LOCATIONS										
AUST0109-0035	AUS CARGO	9301 9401 & 9501 CARGO AVE		AUSTIN	TX	78719	PE Program	\$ 741.83	1.05	\$ 778.92
AUST0109-0036	TNC Parking	9220 RENTAL CAR LANE		AUSTIN	TX	78719	PE Program	\$ -	1.05	\$ -
AUST0132-0001	REGULATED TRASH	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ 30.00	1.05	\$ 31.50
AUST0132-0002	BLUE GARAGE	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ 147.00	1.05	\$ 154.35
AUST0132-0003	ADMIN BUILDING	3600 PRESIDENTIAL BLVD		AUSTIN	TX	78719	PE Program	\$ 185.00	1.05	\$ 194.25
ADDITIONAL SERVICES										
							Unit of Measue	Old Price	Modifier	New Price
Roundtrip call out charge							EA	\$ -	1.05	\$ -
Termite Treatment without slab drilling							LF	\$ 8.00	1.05	\$ 8.40
Termit treatment with slab drilling							LF	\$ 10.00	1.05	\$ 10.50
Termite treatment with slab drilling and concrete scanning							LF	\$ 12.00	1.05	\$ 12.60
Hourly rate for additional services not covered under the monthly service from 6:01am through 5:00pm							Hour	\$ 85.00	1.05	\$ 89.25
Hourly rate for additional services not covered under the monthly service from 9:00pm through 6:00am							Hour	\$ 85.00	1.05	\$ 89.25
Hourly rate for additional services not covered under monthly service of secure site (4:00pm through 6:00pm)							Hour	\$ 85.00	1.05	\$ 89.25
Hourly rate for additional services not covered under the monthly service for after hours, weekends, and City holidays							Hour	\$ 85.00	1.05	\$ 89.25
Emergency calls during normal business hours (requires two hour response time)							Hour	\$ 85.00	1.05	\$ 89.25
Emergency calls after hours, weekends, and holidays (requires two hour response time)							Hour	\$ 85.00	1.05	\$ 89.25
Cricket Perimeter Treatment							Per Treatment			\$ 2,800.00



Amendment No. 8
To
Contract No. NA160000032
For
Pest Control Services at ABIA
Between
Ecolab, Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced Contract by adding the following locations and services:

Address	Service Type	Monthly Invoice Amount
Austin-Bergstrom International Airport 9220 Rental Car Lane Austin, TX 78719	Cockroach and Rodent Program	\$75.00

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00	\$215,000.00
Amendment No. 5: Administrative Increase of \$15,000.00 10/15/2019 Add services and locations. See Exhibit A. 10/15/2019	\$15,000.00	\$230,000.00
Amendment No. 6: Option 2 – Extension 12/07/2019 – 12/06/2020	\$50,000.00	\$280,000.00
Amendment No. 7: Add additional location – Cargo Facility Interior 04/23/2020	\$0.00	\$280,000.00
Amendment No. 8: Add additional location – 9220 Rental Car Ln 05/29/2020	\$0.00	\$280,000.00

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

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: Dale Mrozinski 5/29/2020

Sign/Date: Matthew Duree

Digitally signed by
Matthew Duree
Date: 2020.06.02
08:00:43 -05'00'

Printed Name: Dale Mrozinski
Authorized Representative

Matthew Duree
Procurement Manager

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
theresa.foss@ecolab.com

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



Amendment No. 7
To
Contract No. NA160000032
For
Pest Control Services at ABIA
Between
Ecolab, Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced Contract by adding the following locations and services:

Address	Service Type	Monthly Invoice Amount
Austin-Bergstrom International Airport Cargo Facility – 9301, 9401 and 9501 Cargo Blvd.	Interior Cockroach and Rodent Program	\$570.00

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00	\$215,000.00
Amendment No. 5: Administrative Increase of \$15,000.00 10/15/2019 Add services and locations. See Exhibit A. 10/15/2019	\$15,000.00	\$230,000.00
Amendment No. 6: Option 2 – Extension 12/07/2019 – 12/06/2020	\$50,000.00	\$280,000.00
Amendment No. 7: Add additional location – Cargo Facility Interior 04/23/2020	\$0.00	\$280,000.00

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

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: Dale Mrozinski 5/6/2020

Printed Name: Dale Mrozinski
Authorized Representative

Sign/Date: Jo Gutierrez
Digitally signed by Jo Gutierrez
DN: cn=Jo Gutierrez, o, ou,
email=jo.gutierrez@austintexas.gov, c=US
Date: 2020.05.06 14:24:25 -05'00'

Jo Gutierrez
Procurement Specialist III

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com

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



Amendment No. 6
To
Contract No. NA160000032
For
Pest Control Services at ABIA
Between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 7, 2019 through December 6, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00	\$215,000.00
Amendment No. 5: Administrative Increase of \$15,000.00 10/15/2019 Add services and locations. See Exhibit A. 10/15/2019	\$15,000.00	\$230,000.00
Amendment No. 6: Option 2 – Extension 12/07/2019 – 12/06/2020	\$50,000.00	\$280,000.00

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

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

Sign/Date: Dale Mrozinski 10/21/2019

Sign/Date: [Signature] 11-26-19

Printed Name: Dale Mrozinski
Authorized Representative

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

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com



Amendment No. 5
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City hereby exercises as Administrative Increase to the subject contract in the amount of \$15,000.00. The Administrative Increase will take effect on October 15, 2019.
- 2.0 The City hereby amends locations and services to the subject contract. See Exhibit A
- 3.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00	\$215,000.00
Amendment No. 5: Administrative Increase of \$15,000.00 10/15/2019 Add services and locations. See Exhibit A. 10/15/2019	\$15,000.00	\$230,000.00

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

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

Sign/Date: Dale Mrozinski 10/21/2019

Printed Name: Dale Mrozinski
Authorized Representative

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com

Sign/Date: Matthew Duree 10-22-19

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

Exhibit A
for
Amendment No. 5
Contract No. NA160000032
Pest Control Services at ABIA
Ecolab, Inc.

Venue	Type	Square Feet	Location	Hours of Service	Monthly Fee	Annual Quantity	Extended Amount	Start Date
Admin. Bldg.	New Aviation Bldg.	80,000	3201A Presidential Blvd.	Night Schedule for interior/day schedule for exterior	\$185.00	12	\$2,220.00	11/01/19
Blue Garage	New Aviation Bldg.	2,000,000	3201B Presidential Blvd.	Day schedule	\$147.00	12	\$1,764.00	11/01/19
Regulated Trash Container	New Trash Container	100'H x 84'W x 108'D	3600 Presidential Blvd. (ramp)	Day schedule	\$30.00	12	\$360.00	10/15/19



Amendment No. 4
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City hereby exercises an Administrative Increase to the above-referenced Contract in the amount of \$15,000.00. The Administrative Increase will take effective on January 30, 2019.
- 2.0 The City hereby amends the above-referenced Contract by adding the following locations and services:

Address	Service Type	Monthly Invoice Amount
3600 Presidential Blvd., Buildings 9301, 9401 and 9501 Cargo Lane	Cockroach & Rodent	\$766.86

- 3.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00
Amendment No. 4: Administrative Increase of \$15,000.00 01/31/2019 Add services and location 01/31/2019	\$15,000.00 \$0.00 \$15,000.00	\$215,000.00

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

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

Sign/Date: Dale Mrozinski 1/31/2019

Printed Name: **Dale Mrozinski**
Authorized Representative

Ecolab, Inc.
370 Wabasha Street
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com

Sign/Date: Cyrenthia Ellis 1/31/19

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



Amendment No. 3
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 7, 2018 through December 6, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/07/2015 – 12/06/2018	\$150,000.00	\$150,000.00
Amendment No. 1: Add additional location – Parking garage 02/07/2016	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1 03/24/2017	\$0.00	\$150,000.00
Amendment No. 3: Option 1 - Extension 12/07/2018 – 12/16/2019 Note: Corrected initial term Action Amount to read \$150,000.00	\$50,000.00	\$200,000.00

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

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

Sign/Date:

Handwritten signature of Bruce Kottom.

11/02/2018

Sign/Date:

Handwritten signature of Cyrenthia Ellis with date 11/5/18.

Printed Name: Bruce Kottom, Sr. Government Sales Mgr.
Authorized Representative

Cyrenthia Ellis
Procurement Manager

Ecolab, Inc.
~~370 Wabasha Street~~ 1 Ecolab Place
Saint Paul, Minnesota 55102-1390
(609) 517-3576
andy.clark@ecolab.com
jfaust@ecolab.com

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



Amendment No. 3
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

1.0 The City hereby adds Resolution No 20180628-071 to this contract.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/07/2015-12/06/2018	\$0.00	\$150,000.00
Amendment No. 1 : Add Additional Location-Parking Garage	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1	\$0.00	\$150,000.00
Amendment No. 3: Resolution No 20180628-071 added.	\$0.00	\$150,000.00

3.0 MBE/WBE goals were not established for this contract.

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

5.0 All other terms and conditions remain the same.

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

Signature & Date: *Dale Mrozinski* 8-13-18

Printed Name:

Dale Mrozinski, Government Sales Manager
Authorized Representative
Ecolab, Inc.
370 Wabasha St. North
St. Paul, MN 55012

Signature & Date: *Marty James* 8-13-18

Marty James
Procurement Specialist III
City of Austin
Purchasing Office

RESOLUTION NO. 20180628-071

WHEREAS, the City of Austin desires to limit the use of pesticides on City owned and managed land that can adversely affect public and environmental health; and

WHEREAS, the City should promote the health of its citizens by limiting exposure to potentially cancer-causing chemicals; and

WHEREAS, all reasonable steps should be taken to maintain the health of our community in a sustainable manner, to the benefit of all residents and future generations; and

WHEREAS, in 1990, the City of Austin authorized the Integrated Pest Management (IPM) program to review and regulate pest control activities, requiring that pesticides are used only as a last resort, and only after structural, cultural and biological pest controls and least toxic products are used first; and

WHEREAS, pesticides being used by City departments tasked with weed and pest control contain glyphosate, neonicotinoids or chlorpyrifos; and

WHEREAS, children are the primary users of public parks and are especially sensitive to health risks posed by pesticides. Children's internal organs are still developing and maturing and their enzymatic, metabolic, and immune systems may provide less natural protection than those of an adult; and

WHEREAS, the Environmental Protection Agency (EPA), the organization tasked with registering pesticides it determines are safe under the Federal Insecticide, Fungicide

and Rodenticide Act, has taken actions to address health and environmental risks from chlorpyrifos exposure; and

WHEREAS, in 2015, the EPA proposed to revoke all food residue tolerances for chlorpyrifos, an active ingredient in insecticides; and

WHEREAS, in March 2017, the EPA Administrator, Scott Pruitt, signed an order denying a petition that sought to ban chlorpyrifos; and

WHEREAS, chlorpyrifos enters the environment through direct application to crops, lawns, domesticated animals, and in the home and workplace. It may also enter the environment through volatilization, spills, and the disposal of chlorpyrifos waste; and

WHEREAS, there is documented evidence that exposure to chlorpyrifos, if touched, inhaled, or ingested, may cause birth defects, fetal deaths, cancer, DNA damage, and other serious illnesses; and

WHEREAS, glyphosate was labelled category 2A by the World Health's Organization cancer agency 'International Agency for Research on Cancer', declaring the chemical as a possible carcinogenic to humans; and

WHEREAS, pollinators are a vital part of agricultural protection with over one - third of all crop production requiring insect pollination; and

WHEREAS, neonicotinoids can be very long-lived in plants and soil, containing harmful levels of neonicotinoids months to years after being treated, and exposures can eventually lead to death of the individual bee or colony; and

WHEREAS, bees and other insect pollinators are under great environmental stress, experiencing die-offs and diminishing populations and negatively impacting major sectors of agriculture, putting food security and environmental ecosystems at risk; and

WHEREAS, an independent review of more than 800 scientific studies concluded that neonicotinoids are causing significant damage to a wide range of beneficial invertebrate species and are a key factor in the decline of bees; and

WHEREAS, the United States Geological Survey has highlighted the growing use of neonicotinoids in the United States and found significant neonicotinoid contamination in our nation's waters, and studies show that neonicotinoids are highly toxic to aquatic invertebrates; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Manager is directed to report on current City policies regarding IPM. The report shall include:

- a. Contact information and a summary of the activities and responsibilities of the City's indoor and outdoor IPM Coordinator;
- b. A summary of City codes, criteria and policies related to IPM, indoors and outdoors;
- c. A summary of how the IPM Program complies with federal and state regulations; and
- d. A summary of City outreach and education programs aimed at reducing potential impacts of residential and commercial pesticide use.

BE IT FURTHER RESOLVED;

In order to facilitate and enhance protection of the health, safety, and welfare of its citizens and environment, the City:

- a. Prohibits the use of all products containing the chemical chlorpyrifos on City owned and managed property;
- b. Prohibits the use of all products containing neonicotinoids, including but not limited to imidacloprid, clothianidin, thiamethoxam, dinotefuran, acetamiprid and thiacloprid on City owned and managed property; and
- c. Affirms that products containing glyphosate will only be used in accordance with IPM principles on City owned and managed property.

BE IT FURTHER RESOLVED:

That City staff shall immediately notify all contractors performing weed and pest abatement activities for the City of the decision to end its use of chlorpyrifos and neonicotinoid pesticides and limit its use of glyphosate.

BE IT FURTHER RESOLVED:

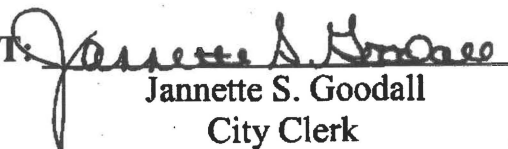
That City staff shall use all feasible and affordable means at its disposal to alert residents about the City's decision to end its use of chlorpyrifos and neonicotinoid pesticides and limit its use of glyphosate, and to encourage residents to follow the City's example.

BE IT FURTHER RESOLVED:

The City shall ensure that all employees and hired contractors who apply or use pesticides within the scope of their duties on property owned or maintained by the City adhere to the City's IPM Policy.

ADOPTED: June 28, 2018

ATTEST:


Jannette S. Goodall
City Clerk



Amendment No. 2
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

- 1.0 Amendment No. 1 is revised to reflect the correct basic contract term. The correct contract term is as follows:

Basic Term: December 7, 2015 – December 6, 2018

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/07/2015-12/06/2018	\$0.00	\$150,000.00
Amendment No. 1 : Add Additional Location-Parking Garage	\$0.00	\$150,000.00
Amendment No. 2: Correct dates in Amendment No. 1	\$0.00	\$150,000.00

- 3.0 MBE/WBE goals were not established for this contract.

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

- 5.0 All other terms and conditions remain the same.

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

Signature & Date:  3/24/2017

Printed Name: Dale Mrozinski
Authorized Representative
Ecolab, Inc.
370 Wabasha St. North
St. Paul, MN 55012

Signature & Date: 

Printed Name: Monica McClure
Title: Contract mgmt Specialist IV
City of Austin
Purchasing Office

3/24/2017



Amendment No. 1
to
Contract No. NA160000032
for
Pest Control Services at ABIA
between
Ecolab, Inc.
and the
City of Austin

- 1.0 The City's exercises its option to add an addition service location in accordance with Request for Proposal PAX0126, Section 0500-Scope of Work, Part 5.8 (d) which states:

Locations may be added or deleted at any time. New locations shall be priced at the same price as similar sized buildings already on the contract. There shall be no additional charge for first time inspection of the buildings added to the contract.

- 2.0 Attachment A.R.-Pricing Form to the Contract is amended to add the Parking Garage, located in the Parking Lot, for an initial monthly fee of \$460, thereafter \$230 per month for a total of \$2,990 per year.

- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/07/2015-12/06/2087	\$0.00	\$150,000.00
Amendment No. 1 : Add Additional Location-Parking Garaget	\$0.00	\$150,000.00

- 4.0 MBE/WBE goals were not established for this contract.

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

- 6.0 All other terms and conditions remain the same.

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

Signature & Date: Bruce Kottom 2/7/2016
Printed Name: Bruce Kottom, Sr. Government Sales Manager
Authorized Representative
Ecolab, Inc.
370 Wabasha St. North
St. Paul, MN 55012

Signature & Date: Monica McClure
Printed Name: Monica McClure
Title: Corporate Contract Administrator
City of Austin
Purchasing Office February 15, 2017

ATTACHMENT A.R - PRICING FORM

The monthly price giving on the Attachment A shall include the monthly targeted pests, inspections, call backs, and all labor and materials to complete the services for all the Venue.

The hourly rate giving is for pests and services not covered under the monthly.

Requests for emergency service that is for a covered monthly pest will be classified as a call back. As such, it will not be billable regardless of the time and day.

Request for emergency service for non-monthly covered pest are to be priced hourly in two ways. One for during normal business hours and one for after hours, weekends, and holiday.

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
1	Hill's Café	Food & Beverage	676	East Food Court	after 9 pm	\$ 10.00	12	\$ 120.00
2	Nuevo Leon	Food & Beverage	676	East Food Court	after 9 pm	\$ 10.00	12	\$ 120.00
3	Hoover's	Food & Beverage	708	East Food Court	after 9 pm	\$ 11.00	12	\$ 132.00
4	Saxon Pub	Food & Beverage	1625	East Terminal	after 9 pm	\$ 24.00	12	\$ 288.00
5	Ray Benson's	Food & Beverage	4840	Central Terminal	after 9 pm	\$ 72.00	12	\$ 864.00
6	Ray's Chuckwagon	Food & Beverage	1000	(At Ray Benson)	after 9 pm	\$ 15.00	12	\$ 180.00
7	Salt Lick Taco Bar	Food & Beverage	1000	(At Ray Benson)	after 9 pm	\$ 15.00	12	\$ 180.00
8	Austin Java	Food & Beverage	394	West Terminal	after 9 pm	\$ 6.00	12	\$ 72.00
9	Earl Campbell's	Food & Beverage	1667	West Terminal	after 9 pm	\$ 25.00	12	\$ 300.00
10	Annie's	Food & Beverage	2662	West Terminal	after 9 pm	\$ 40.00	12	\$ 480.00
11	Austin Chronicle	News/Gifts/Snacks	894	West Terminal	after 9 pm	\$ 13.00	12	\$ 156.00
12	Schlotsky's	Food & Beverage	1828	West Food Court	after 9 pm	\$ 27.00	12	\$ 324.00
13	Maudie's Tex Mex	Food & Beverage	468	West Food Court	after 9 pm	\$ 7.00	12	\$ 84.00
14	Salt Lick BBQ	Food & Beverage	460	West Food Court	after 9 pm	\$ 7.00	12	\$ 84.00
15	Mangia's Pizza	Food & Beverage	1152	West Food Court	after 9 pm	\$ 17.00	12	\$ 204.00
16	Soco Market	News/Gifts/Snacks	529	West Food Court	after 9 pm	\$ 8.00	12	\$ 96.00
17	Book People	News/Gifts/Snacks	1487	Central Terminal	after 9 pm	\$ 22.00	12	\$ 264.00
18	The Longhorn Store	Specialty Retail	856	West Terminal	after 9 pm	\$ 13.00	12	\$ 156.00
19	Austin Warehouse District	Specialty Retail	2068	Central Terminal	after 9 pm	\$ 31.00	12	\$ 372.00
20	Waterloo/ACL	Specialty Retail	736	West Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
21	Auntie Anne's	Food & Beverage	372	East Food Court	after 9 pm	\$ 6.00	12	\$ 72.00
22	Vino Volo	Food & Beverage	729	West Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
23	Wok & Roll	Food & Beverage	855	East Food Court	after 9 pm	\$ 13.00	12	\$ 156.00
24	Fara Café	Food & Beverage	2307	Landside	after 9 pm	\$ 34.00	12	\$ 408.00
25	Austin Article @ Gate 5	News/Gifts/Snacks	805	East Terminal	after 9 pm	\$ 12.00	12	\$ 144.00
26	Austin Article	News/Gifts/Snacks	1530	Central Terminal	after 9 pm	\$ 23.00	12	\$ 276.00
27	Stars of Austin	Specialty Retail	2178	Central Terminal	after 9 pm	\$ 33.00	12	\$ 396.00
28	Thundercloud	Food & Beverage	724	East Terminal	after 9 pm	\$ 11.00	12	\$ 132.00

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
29	Ruta Maya	Food & Beverage	724	East Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
30	Ruta Maya @ G20	Food & Beverage	1168	West Terminal	after 9 pm	\$ 17.00	12	\$ 204.00
31	Barton Springs Dry Goods	News/Gifts/Snacks	1408	West Terminal	after 9 pm	\$ 21.00	12	\$ 252.00
32	Knot Anymore	massage/products	375	East Terminal	after 9 pm	\$ 6.00	12	\$ 72.00
33	Knot Anymore	massage/products	361	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
34	Love Shines	shoe shine	78	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
35	TaxFree Shopping	tax refund service	195	Landside	after 9 pm	\$ 5.00	12	\$ 60.00
36	Travelex	currency exchange	36	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
37	Admiral's Club	Club	6793	West Terminal	after 9 pm	\$ 102.00	12	\$ 1,224.00
38	President's Club	Club	4221	West Terminal	after 9 pm	\$ 63.00	12	\$ 756.00
TOTAL								\$ 9,204.00
Campus Building								
39	Planning & Engineering		32,100	2716 Spirit of Texas	4:00 am - 6:00 pm	\$ 481.00	12	\$ 5,772.00
40	Learning Resource Center		21,164	2800 Spirit of Texas	4:00 am - 6:00 pm	\$ 317.00	12	\$ 3,804.00
41	Ground Transportation Staging Area		3,762	9300 Rental Car Lane	4:00 am - 6:00 pm	\$ 56.00	12	\$ 672.00
42	Check Point Charlie		120	East Service Road	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
43	Compactor Site - grounds		6,180	3419 Spirit of Texas	4:00 am - 6:00 pm	\$ 93.00	12	\$ 1,116.00
44	Compactor Site - building		360	3419 Spirit of Texas	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
45	Parking Management Bldg 2 (north)		1,008	2901 Employee Ave	4:00 am - 6:00 pm	\$ 15.00	12	\$ 180.00
46	Parking Management Booths (north)		150	2901 Spirit of Texas	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
47	Parking Management Facility		17,560	2901 Employee Ave	4:00 am - 6:00 pm	\$ 263.00	12	\$ 3,156.00
48	Information Systems		9,026	3011 Employee Ave	4:00 am - 6:00 pm	\$ 135.00	12	\$ 1,620.00
49	Central Plant		10,694	9815 Service Ave	4:00 am - 6:00 pm	\$ 160.00	12	\$ 1,920.00
50	AARF		15,475	3300 Emma Browning	4:00 am - 6:00 pm	\$ 232.00	12	\$ 2,784.00
51	Electric Vault		3,635	10104 Aircraft Ln	4:00 am - 6:00 pm	\$ 55.00	12	\$ 660.00
52	Maintenance Buildings		3,027	3505 Bergstrom	4:00 am - 6:00 pm	\$ 45.00	12	\$ 540.00
53	Maintenance Buildings		4,034	3511 Bergstrom	4:00 am - 6:00 pm	\$ 60.00	12	\$ 720.00
54	Maintenance Buildings		6,038	3509 Bergstrom	4:00 am - 6:00 pm	\$ 90.00	12	\$ 1,080.00
55	Maintenance Complex		32,564	3601 Bergstrom	4:00 am - 6:00 pm	\$ 488.00	12	\$ 5,856.00
56	Motor Pool		1,791	3817 Bergstrom	4:00 am - 6:00 pm	\$ 27.00	12	\$ 324.00
TOTAL								30,384.00

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
COMMON AREA								
57	Concourse Level: Holdrooms, service corridors, hallways, retail stores (as requested), TSA areas as available, restrooms; trash chutes west				after 9 pm	0.00	12	0.00
58	West Mezzanine Level: Secure and non-secure offices for TSA, corridors, restrooms, trash chutes west				4:00 am - 6:00 pm	0.00	12	0.00
59	Baggage Claim Level: DOA areas (including break rooms), service corridor, concession storage as available or scheduled				4:00 am - 6:00 pm	0.00	12	0.00
60	Baggage Claim Level: Housekeeping closets, plumbing chases, Customs,				4:00 am - 6:00 pm	0.00	12	0.00
61	Concourse Level: Housekeeping closets, restrooms, plumbing chases, equipment rooms, airline break rooms and offices				4:00 am - 6:00 pm	0.00	12	0.00
62	Apron - Restrooms, Airline ramp offices, DOA office and storage areas, exterior bait stations, interior mouse traps, housekeeping closets				4:00 am - 6:00 pm	0.00	12	0.00
63	East Mezzanine Level: Administrative offices				after 9 pm	0.00	12	0.00
64	Baggage Claim Level: Airline baggage offices, carousels, common spaces				after 9 pm	0.00	12	0.00
TOTAL								0.00
OTHER SERVICES								
	Description						Unit	Price
65	One time start up fee for bait stations							0.00
66	Roundtrip call out charge						each	0.00
67	Termite Treatment without slab drilling						LF	\$ 8.00
68	Termit treatment with slab drilling						LF	\$ 10.00
69	Termite treatment with slab drilling and concrete scanning						LF	\$ 12.00
70	Houlry rate for additional services not covered under the monthly service from 6:01 am through 5:00 pm						Hour	\$ 85.00
71	Houlry rate for additional services not covered under the monthly service from 9:00 pm through 6:00 am						Hour	\$ 85.00
72	Houlry rate for additional services not covered under the monthly service of secure sites (4:00 pm through 6:00 pm)						Hour	\$ 85.00
73	Hourly rate for additional services not covered under the monthly service for after hours, weekends, and City holidays						Hour	\$ 85.00
74	Emergency calls during normal business hours (requires two hour response time)						Hour	\$ 85.00
75	Emergency calls after hours, weekends, and holidays (requires two hour response time)						Hour	\$ 85.00
MATERIAL								
76	Mark-up to Contractor cost for all pest control materials for services not covered under monthly service							5%

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Ecolab, Inc. (“Contractor”)
for
Pest Control Services
MA 8100 NA160000032**

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 Ecolab, Inc. having offices at Saint Paul, MN 55102 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 PAX0126.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City’s Solicitation, Request for Proposal (RFP), PAX0126 including all documents incorporated by reference

1.1.3 Ecolab, Inc. Offer’s, dated 11/02/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$150,000 for the initial Contract term and \$50,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

CITY OF AUSTIN

Sai Xoomsai Purcell

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

12/04/2015

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: PAX0126

DATE ISSUED: 10/12/2015

COMMODITY/SERVICE DESCRIPTION: Pest Control Services for Airport Terminal

REQUISITION NO.: 15091000509

COMMODITY CODE: 91059

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10/27/2015, 1:00 pm, local time

LOCATION: Austin-Bergstrom International Airport, 3600 Presidential Blvd, west end at door to Security and ID.

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

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

PROPOSAL DUE PRIOR TO: 11/03/2015, 2:00 pm, local time

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

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 # PAX0126	Purchasing Office-Response Enclosed for Solicitation # PAX0126
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.

SUBMIT 1 ORIGINAL AND 5 ELECTRONIC COPIES OF YOUR RESPONSE
The electronic version must be on flash drive in PDF format.

*****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	6
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE PROPOSAL FORM	2
Attachment B	MAPS	11

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

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

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

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: Ecolab Inc. dba Ecolab Pest Elimination Division

Company Address: 370 Wabasha St. North

City, State, Zip: St. Paul, MN 55102

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative:

Paul Geffre

Title: Government Sales Manager

Signature of Officer or Authorized Representative:



Date: 11/2/2015

Email Address: gov.sales@ecolab.com

Phone Number: 651 250 2640

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, 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	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?		
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		
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 Sheet

Please include the following information if required in the solicitation:

Responding Company Name Ecolab Inc. dba Ecolab Pest Elimination Division

1. Company's Name BUSH INTERCONTINENTAL AIRPORT
Name and Title of Contact JOSHUA EXCELL OPERATIONS MANAGER
Present Address 3200 TERMINAL RD
City, State, Zip Code HOUSTON TEXAS 77032
Telephone Number (346) 400-2833 Fax Number ()
Email Address JOSHUA.EXCELL@HMSHOST.COM

2. Company's Name BAYLOR UNIVERSITY
Name and Title of Contact GARY EMMONS ZONE MANAGER BUILDING SERVICES
Present Address 1919 1ST ST
City, State, Zip Code WACO TEXAS 76706
Telephone Number (254) 710-3543 Fax Number ()
Email Address GARY.EMMONS@BAYLOR.EDU

3. Company's Name UNIVERSITY OF TEXAS
Name and Title of Contact RENE RODRIGUEZ ASSISTANT DIRECTOR
Present Address 201 E 21 ST ST
City, State, Zip Code AUSTIN TEXAS 78713
Telephone Number (512) 232-2780 Fax Number ()
Email Address RENEROD@AUSTIN.UTTEXAS.EDU

Section 0835: Non-Resident Bidder Provisions

Company Name Ecolab Inc. dba Ecolab Pest Elimination Division

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

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

Answer: non-resident bidder

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

- B. If the Bidder 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: no 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: _____

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

SOLICITATION NUMBER: PAX0126

PROJECT NAME: Pest Control Services

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.

Ecolab Inc. dba Ecolab Pest Elimination Division

Company Name

Paul Geffre, Government Sales Manager

Name and Title of Authorized Representative (Print or Type)



11/2/2015

Signature

Date

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

SOLICITATION NUMBER:	PAX0126
PROJECT NAME:	Pest Control Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Ecolab Inc. dba Ecolab Pest Elimination Division		
Address	370 Wabasha St. North		
City, State Zip	St. Paul, MN 55102		
Phone Number	651 250 2640	Fax Number	651 250 2682
Name of Contact Person	Paul Geffre		
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.

Paul Geffre, Government Sales Manager

Name and Title of Authorized Representative (Print or Type)

Signature

11/2/2015

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			
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			
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
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

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

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

10. WORKFORCE:

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

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

12. INVOICES:

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

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

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>

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

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

19. WARRANTY – PRICE:

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

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

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

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

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

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

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

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

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

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

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54. EQUAL OPPORTUNITY

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

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

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office eight (8) calendar days prior to the proposal closing date to Sai.Xoomsai@austintexas.gov.

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

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

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

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

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

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

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

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable

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

Address	3600 Presidential Blvd., Suite 411
City, State Zip Code	Austin, TX 78719

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

6. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

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

- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. 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) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

8. 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 percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

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

- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
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.
9. **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.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

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

Hope Reyes

Hope.Reyes@austintexas.gov, 512-530-6692

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

1. PURPOSE

This scope of work establishes the minimum requirements for pest control services for the Department of Aviation (DOA) of the City of Austin. It is a goal of DOA to implement the comprehensive Integrated Pest Management (IPM) program as a strategy for control of pests in and around DOA facilities. The objective is to prevent and/or eliminate pests inside all the department's facilities to minimize potential disruptions to the conduct of business.

Services shall be comprehensive and IPM based, utilizing a specific list of pesticides approved by the City. The following description details the department's understanding of the scope and type of IPM services to be rendered. Services shall include 1) scheduled, planned service visits, 2) non-emergency treatment requests outside the scheduled service visits, 3) emergency treatments, 4) quoted one-time services outside of non-emergency services and 5) call backs.

The business purpose of the DOA is to serve its clients, business partners, and staff by providing a safe and usable space for travelers, contractors, and employees, requiring that pests shall be kept to a minimum. Accordingly, the DOA and the Contractor shall collaborate to develop a monthly treatment/inspection plan designed to minimize call backs or disruptions.

2. BACKGROUND

Austin-Bergstrom International Airport (ABIA) is owned and operated by the City of Austin, through the Department of Aviation. It serves as the gateway to the City of Austin. Continued population growth, economic growth, and the number and size of events held in Austin have led to a significant increase in activity at ABIA, which has experienced consistent passenger growth for four consecutive years. A record 10,017,958 passengers passed through ABIA in 2013, up 6% from the previous record year in 2012. ABIA has nonstop service to thirty-nine (39) destinations in the U.S. and Mexico, and as of March 2014, ABIA has a nonstop flight to London. ABIA is currently in the process of expanding a section of the terminal to accommodate more international flights. In addition, ABIA has a terminal and apron expansion project underway to address the record number of passengers that will soon exceed the airport's capacity.

ABIA is located approximately 8 miles southeast of Austin's business district. ABIA opened in 1999, and occupies 4,242 acres of land. ABIA is classified as a Medium Hub, Primary Commercial Service Airport, under the National Plan of Integrated Airport Systems. The terminal building is a multi-level facility with over 680,000 square feet of covered space, 24 second-level gate areas with loading bridges, and one ground level gate for commuter airlines.

ABIA is currently contracting for the integrated pest management program. The contractor maintains 38 locations under a scheduled service plan, covering approximately 48,585 square feet.

3. DEFINITIONS

3.1 IPM: Integrated Pest Management. The United States Environmental Protection Agency defines IPM as:

"Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment."

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- 3.2 Call Backs: Service requests to re-perform any pest treatment that is included in the monthly service. As such, call backs are not billable regardless of time or day.
- 3.3 Non-Emergency Service: pest treatment requested by department that is outside of the regularly scheduled service visits but that is not urgent.
- 3.4 Emergency Service: Pest treatment in response to a current infestation. Under these circumstances only, Contractor may use an emergency pesticide application in buildings or on grounds.
- 3.5 Pesticide: Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, it also includes any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.
- 3.6 Least Toxic Options: Classified as "low hazard" (Tier III) in the San Francisco Pesticide Hazard Screening List.

4. CONTRACTOR REQUIREMENTS

4.1 Experience

- a. Proposer shall have a minimum of five (5) years of continuous experience in providing pest control services prior to this solicitation.
- b. Proposer shall have a minimum of five (5) years of experience providing services using either 1) IPM or 2) a Reduced Impact Pest Control Service designation, as defined by the Texas Structural Pest Control Service.
- c. Proposer shall have at minimum of five (5) years' of experience performing pest management for dining/cooking facilities that serve 1,000 or more people on a weekly basis.
- d. Contractor and Contractor's employees applying pesticides shall be licensed by the Texas Structural Pest Control Service.
<http://www.texasagriculture.gov/regulatoryprograms/pesticides/structuralpestcontrolservice.aspx>

4.2 Business and Staffing

- a. Contractor shall operate on a full time basis, a pest control business, have a permanent business address, telephone, equipment and materials, and employees trained and licensed in pesticide application to perform the services specified herein. The City reserves the right to inspect equipment to be used in the performance of this contract. Inspections will be performed by the Department Contact or designee.
- b. 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.

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- c. Each employee of the Contractor shall be professionally attired, with complete uniform which identifies both the name of the Contractor and the employee; such uniform shall be worn at all times while servicing department facilities.
- d. All contractor employees who will be assigned to this contract shall undergo a fingerprint-based 10 year criminal history records check and security threat assessment to have a security access badge issued prior to working on department premises.

5. CONTRACTOR RESPONSIBILITIES

5.1 Scope of Services

- a. The Contractor shall provide a comprehensive IPM program for buildings and areas specified in this solicitation with strategies that should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests. Each location shall be inspected for signs of pest infestations in addition to application of pest control measures.

The Contractor shall:

- 1. Furnish equipment, labor, and any related materials (glue boards, bait stations, odor bags, traps, food service approved flying insect traps, etc.) to control pests included in the monthly service.
- 2. Provide detailed site specific recommendations to either reduce or eliminate the potential for pests and/or rodents in and around the facilities. Site recommendations are to be given to the department contact as observed.
- 3. Dispose of empty containers, unused chemicals and supplies per Regulatory Requirements listed below.
- 4. Accept notification for requests from department by e-mail or phone. Contractor may correspond with the department via the same means.
- 5. Perform pest treatment and inspection in and around facilities to include the exterior perimeter and all adjoining sidewalks.
- 6. Provide copies of material safety data sheets (MSDS) to department contacts or designee at each site treated and to the City IPM. Additionally, each container of hazardous material shall be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.
- 7. Remove any litter, including dead animals, left as a result of pest elimination. Rat and mouse infestations in the ground adjacent to the building are also included to be removed.

5.2 Pests to be Treated

- a. The Contractor's monthly IPM Program shall address and suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include at a minimum:

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- Roaches
 - Water Bugs
 - Ants (all types excluding Carpenter Ants)
 - Silverfish
 - Spiders
 - Rodents (rats/mice)
 - Gnats
 - Flying insects (small bee/wasp nests, etc. excluding bee/wasp swarms and hives)
 - Fleas & Ticks
 - Crawling insects (centipedes/millipedes, etc.)
 - Scorpions
 - Crickets
- b. All materials (glue boards, bait stations, odor bags, traps, etc.) to control the above pests shall be included in the monthly quote.
- c. The following pests will be on an as needed basis and billed separately.
- Bee/wasp swarms and hives
 - Termites
 - Bed bugs
 - Birds
 - Bats
 - Snakes
 - Possums
 - Raccoons
 - Feral Cats
 - Carpenter Ants
 - Other pests not listed under the monthly service

5.3 Initial Assessment and Report

Upon contract award, Contractor shall survey and assess the existing pest condition at the facilities and provide a written report with assessment and recommendations to the Department. The Contractor shall provide the assessment and report within 30 days of contract award, consisting of descriptions of deficiencies and recommended actions, including structural modifications and procedural changes needed to promote pest prevention. The Contractor shall use the initial assessment as the starting point for providing ongoing pest control inspections, treatments and recommendations.

5.4 IPM Plan:

The Contractor shall seek the approval from the Contract Manager prior to implementing any changes to the IPM Plan, including additional or replacement pest control products. The Contractor shall review and update the IPM Plan annually, including updating MSDS/labels as needed.

5.5 Work Hours

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- a. Inspection frequency: Inspections shall be done on a monthly basis as directed by Contract Manager.
- b. Most areas within the terminal building will require night service hours beginning at 9 p.m. through the early morning hours. Some secure areas will require access during the business day and these will be coordinated. Services of secure sites shall be serviced between the hours of 4:00 p.m. and 6:00 p.m.
- c. Service shall be available 24 hours a day seven days a week including holidays and after hours.

5.6 Service Requirements

- a. The Contractor shall coordinate with the Contract Manager or designee 72 hours prior to treatment to issue notification to building occupants and employees when a pesticide of "not least toxic option" is required, following an inspection and after all IPM techniques have been exhausted.
- b. Non-Emergency: The Contractor shall respond to non-emergency requests for service within 12 hours and be on site to perform service within 24 hours of initial request from the Contract Manager or designee. This includes call backs as classified by the department as non-emergency. Quote shall be provided within 12 hours of site-visit. Contract Manager or designee shall approve quote prior to work begin.
- c. Emergency: The Contractor shall respond to all emergency requests within 1 (one) hour of notification and be on site to perform service within 2 (two) hours of initial request from the Contract Manager or designee. This includes calls backs as classified by the department as an emergency. Emergency conditions will be handled in the same manner as the policy entails, but with immediate response and an increase in service visits until the situation has been resolved. The pesticides and the guidelines will remain the same.
- d. Call Back: Should Contract Manager report what may be an abnormal amount of pests, the Contractor shall, at no additional cost to the City, conduct an onsite inspection and deploy an appropriate control strategy within 24 hours of notification. Contractor shall make contact with Contract Manager within 12 hours of notification.
- e. One-time call out for a specific problem not covered under the contract (i.e. - remove wasp nests, locate and remove dead animal). The Contractor shall review the requirements for each call out and provide a written quote to the Contract Manager. The job shall start only upon receipt of an approved Delivery Order (DO) issued by the City as a form of written Notice to Proceed (NTP). Upon receiving the DO, the Contractor shall begin the work within one (1) business day unless otherwise specified by the Contract Manager or designee at time of approval. Quote shall **not** include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. Those expenses shall be included in the Attachment A, hourly rates.

5.7 Storage and Disposal

- a. No equipment, supplies, or chemicals are to be stored on the premises.

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- b. All unused pest monitoring devices, chemicals, containers or other Contractor items are to be removed from the premises at the end of each service call.

5.8 Service Location (s)

- a. Contractor is responsible for providing service in all areas and buildings specified herein including but not limited to: all types of rooms, closets, storage rooms, lounges, break areas, restrooms, employee locker areas, administration areas, meeting rooms, boarding bridges, hold rooms, kitchens, stairwells and hallways.
- b. All facility perimeters and surrounding sidewalks shall be included in the monthly treatment. Additionally, every part of the building (interior/exterior) shall also be covered under the monthly service.
- c. Contractor shall quote a total price for the locations as listed on Attachment A, Price Proposal Form. Note: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- d. Locations may be added or deleted at any time. New locations shall be priced at the same price as similar sized buildings already on the contract. There shall be no additional charge for first time inspection of buildings added to the contract.
- e. The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the Attachment A.

5.9 Reports and Records

- a. After each inspection, call back, or treatment, the Contractor is to furnish the Contract Manager with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests. If a control measure is applied, the report shall contain a brief description and justification of the control measure used.
- b. Logs: Contractor shall post and maintain a service log at the Contractor Manager's or designee's office location.
- c. Records: Contractor shall provide a Pesticide Use Record to the Department Contract Manager or designee within five business days after each service date containing the following information:
 - Trade and common chemical name of product dispensed
 - Environmental Protection Agency registration number
 - Volume of chemical used in each area treated
 - Specific areas treated
 - Targeted pest
 - Application date
 - Name of applicator

6. REGULATORY REQUIREMENTS

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

6.1 The services to be provided shall comply in every respect with the applicable regulations of the following regulatory agencies:

- U.S. Department of Labor, OSHA Safety and Health Standards
- U.S. Environmental Protection Agency Standards
- State of Texas, Structural Pest Control Service Regulations
- State of Texas Department of Agriculture Regulations
- City of Austin Pesticide and Hazardous Materials Regulations and Ordinances

6.2 No pesticide products shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

7. SAFETY

Contractor shall be responsible for the safe use and application of all control measures used in the IPM program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

8. CHEMICALS AND PESTICIDE

8.1 If a chemical application becomes necessary, the Contractor shall obtain approval from Contract Manager or designee for any chemical(s) used other than identified in this solicitation.

8.2 Chemical insecticides shall to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The department reserves the right to give final approval on all chemical insecticides used.

8.3 The following is a list of all approved pesticides:

- Eco-PCO AR-X*
- Advion Ant Gel
- Advion Ant Bait
- Advion Roach Gel
- Dupont Arilon
- Niban Granular*
- Talstar*
- Cy-Kick CS*

**Reflect a "not least-toxic option." Only applied in emergency situations (refer to notifications section) and requires special notification.*

8.4 Insecticide bait formulations shall be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- 8.5 The minimum use of chemical pesticides is used and is limited to indoor and outdoor target species.
- 8.6 Non-pesticide methods of control shall be used when possible as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.
- 8.7 Pesticides and insecticides applications shall be restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from the Contract Manager to application. No surface application or space spray shall be applied while building occupants or employees are present. All necessary precautions shall be taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 8.8 Pesticide application shall be performed on an as-needed basis. Application of pesticide in any inside or outside area shall not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation shall be evaluated by Contract Manager or designee on a case-by-case basis. Written approval from department is required prior to preventive pesticide application.
- 8.9 Rodent control inside buildings should be handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from the department is required prior to interior rodenticide treatment application.
- 8.10 Pesticides shall be used in the following manner:
- a. Application of all insecticides is crack and crevice treatment only.
 - b. Traps, bait boxes, and glue boards shall be located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items is noted in the Monthly Pest Control Inspection Sheet.
 - c. All indoor trapping devices shall be concealed out of the general public view and in protected areas so as not to be affected by routine cleaning or maintenance.
 - d. All rodenticide, regardless of packaging, shall be placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children, pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.
- 8.11 Application
- a. Apply pest control products in accordance with the manufacturer's recommendations.
 - b. Provide pest treatment in accordance with normally accepted industry standards for an IPM program.

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- c. Apply pest control products in accordance with applicable regulatory standards listed in this solicitation.

9. PRICING

- 9.1 The monthly price listed on the price proposal form shall include the monthly targeted pests, inspections, and all labor and materials to complete the services for all facilities.
- 9.2 The hourly rate given on the price proposal form for non-contract buildings and special callouts shall be all-inclusive for inspections, treatments, bait stations, travel fees, mileage, etc.
- 9.3 Requests for emergency service covered under monthly pest service shall be classified as a call back. As such, it shall not be billable regardless of the time and day.
- 9.4 Termite treatment pricing shall be by linear foot.

10. PAYMENT

Invoices for services provided shall be submitted on a monthly basis after services have been completed. All invoices shall be submitted directly to the Department of Aviation. Invoices should include the following information:

- Company name and address for remittance
- Date of invoice
- Date(s) of service
- Statement of whether inspection/treatment was made and chemical(s) used, if applicable, and identification of those Green List or Yellow List chemicals used (see Paragraph 8.2 above)
- Service period
- Facility name and location where service was rendered
- City of Austin's contract number
- Vendor Invoice number
- Total cost for service period

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0126**

1. PROPOSAL FORMAT

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original, and eleven (11) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original." The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the following format and information sequences. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500- Scope of Work and any additional information you deem necessary to evaluate your Proposal.

A. City of Austin Purchasing Documents:

Complete and submit the following documents:

1. Offer and Award Sheet
2. Section 0605- Local Business Presence Identification Form
3. Section 0700 – Reference Sheets
4. Section 0835 – Non-Resident Bidder Provisions

B. Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

D. Proposed Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your proposed solution. Provide details of how your organization will meet or exceed the requirements included in the RFP Scope of Work, include an explanation of why any exceptions were taken. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal

E. Program Plan: Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

1. Workforce

Describe your workforce as it relates to this Proposal. This should include but not be limited to a description of the following:

- a. Qualifications of Single Point of Contact
- b. Training plan to ensure that the knowledge and skills of Contractor/subcontractor employees are up-to-date on loading dock processes and equipment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0126**

2. Work/Task Plan

- a. Describe your Work Plan for accomplishing the items under Contractor's Responsibilities (Scope of Work, Section 5.0).
- b. Describe how best you would manage pests for the department while utilizing IPM. The IPM Plan shall consist of three parts as follows:
 - i. Pesticide Labels and MSDS Sheets: Proposer shall provide current Labels and MSDS for all pesticides that will potentially be used in the pest control program.
 - ii. Service Schedule(s): Proposer shall propose a schedule of routine pest control inspections for each area under this contract, including frequencies of inspections, areas at each facility to be given special attention (e.g., food storage, preparation and serving areas; washrooms; custodial closets; mechanical rooms; entryways) and specific day(s) of the week on which the inspections will be performed.
 - iii. Commercial Pesticide Applicator Licenses and Certificates: Contractor shall provide a photocopy of the State-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract, and a photocopy of the State-issued Commercial Pesticide Applicator Certificate for every pest management professional (PMP) performing on-site pest control service.
- c. Describe your work plan to effectively control and eradicate rodents and insects in food service dining/cooking facilities.

F. **Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. If partnerships/subcontractors are proposed, describe prior experience managing such relationships. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

1. Describe your experience and list the organizations/businesses in addition to the number of years you performed these services.
2. Describe your experience in performing pest services in dining/cooking facilities that serve 1,000 or more people on a weekly basis. List the organizations/businesses in addition to the number of years you performed these services.

G. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0126**

H. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. 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.
- ii. 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.
- iii. If a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- I. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

- J. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

- K. **Cost Proposal:** To facilitate the comparison of proposal pricing by the City, Vendor is required to submit pricing in the format as outlined in Attachment A - Price Proposal Form.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0126**

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. **100 points.**

- (1) Program Plan, Concept and Solutions Proposed - Responsiveness to and understanding of requirements, terms and conditions. **(40 Points)**
- (2) Background, Qualifications, Prior Experience of the Similar Size and Scope **(20 Points)**
- (3) Cost per Attachments A **(30 Points)**
- (4) Local Business Presence **(10 points)**

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0126**



ADDENDUM

INVITATION FOR BID (BEST-VALUE) PURCHASING OFFICE CITY OF AUSTIN, TEXAS

RFP No.: PAX0126

Addendum No:

1

Date of Addendum: 10/13/2015

This Request for Proposal (RFP) is hereby amended to incorporate the following:

MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 10/27/2015, 1:00 pm, local time

LOCATION: Austin-Bergstrom International Airport, 3600 Presidential Blvd, west end at door to Security and ID.

Due to the Austin-Bergstrom International Airport security policy, Vendors who are planning to attend the scheduled mandatory pre-proposal meeting on October 27, 2015 at 1:00 P.M., must provide the following information:

- Attendees' full name
- Attendees' date of birth

This information is due by October 23, 2015 at 11:00 A.M. at saixoomsai@austintexas.gov.

All other terms and conditions remain the same.

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

APPROVED BY:

Handwritten signature of Sai Xoomsai in blue ink.

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

10/13/2015

Date

ACKNOWLEDGED BY:

Handwritten signature of an Ecolab Inc. representative in blue ink.

Ecolab Inc.

Vendor Name

Authorized Signature

11/3/15

Date

RETURN A COPY OF THIS ADDENDUM

**to the Purchasing Office, City of Austin, Texas with your proposal
Failure to do so may constitute grounds for rejection of your bid.**



**ADDENDUM
REQUEST FOR PROPOSAL
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

RFP No.: PAX0126

Addendum No:

2

Date of Addendum: 10/28/2015

This Request for Proposal (RFP) is hereby amended to incorporate the following:

- 1.0 **Change:** Replace Attachment A, Price Proposal Form, with Attachment A.R, Price Proposal Form.
- 2.0 **Extension:** The proposal due date is hereby extended until 11/10/2015, 2:00 pm.
- 3.0 All other terms and conditions remain the same.

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

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

10/28/2015
Date

ACKNOWLEDGED BY:

Handwritten signature of an Ecolab Inc. representative in blue ink.

Ecolab Inc.

Vendor Name

Authorized Signature

11/3/15
Date

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

ATTACHMENT A.R - PRICING FORM

The monthly price giving on the Attachment A shall include the monthly targeted pests, inspections, call backs, and all labor and materials to complete the services for all the Venue.

The hourly rate giving is for pests and services not covered under the monthly.

Requests for emergency service that is for a covered monthly pest will be classified as a call back. As such, it will not be billable regardless of the time and day.

Request for emergency service for non-monthly covered pest are to be priced hourly in two ways. One for during normal business hours and one for after hours, weekends, and holiday.

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
1	Hill's Café	Food & Beverage	676	East Food Court	after 9 pm	\$ 10.00	12	\$ 120.00
2	Nuevo Leon	Food & Beverage	676	East Food Court	after 9 pm	\$ 10.00	12	\$ 120.00
3	Hoover's	Food & Beverage	708	East Food Court	after 9 pm	\$ 11.00	12	\$ 132.00
4	Saxon Pub	Food & Beverage	1625	East Terminal	after 9 pm	\$ 24.00	12	\$ 288.00
5	Ray Benson's	Food & Beverage	4840	Central Terminal	after 9 pm	\$ 72.00	12	\$ 864.00
6	Ray's Chuckwagon	Food & Beverage	1000	(At Ray Benson)	after 9 pm	\$ 15.00	12	\$ 180.00
7	Salt Lick Taco Bar	Food & Beverage	1000	(At Ray Benson)	after 9 pm	\$ 15.00	12	\$ 180.00
8	Austin Java	Food & Beverage	394	West Terminal	after 9 pm	\$ 6.00	12	\$ 72.00
9	Earl Campbell's	Food & Beverage	1667	West Terminal	after 9 pm	\$ 25.00	12	\$ 300.00
10	Annie's	Food & Beverage	2662	West Terminal	after 9 pm	\$ 40.00	12	\$ 480.00
11	Austin Chronicle	News/Gifts/Snacks	894	West Terminal	after 9 pm	\$ 13.00	12	\$ 156.00
12	Schlotzsky's	Food & Beverage	1828	West Food Court	after 9 pm	\$ 27.00	12	\$ 324.00
13	Maudie's Tex Mex	Food & Beverage	468	West Food Court	after 9 pm	\$ 7.00	12	\$ 84.00
14	Salt Lick BBQ	Food & Beverage	460	West Food Court	after 9 pm	\$ 7.00	12	\$ 84.00
15	Mangia's Pizza	Food & Beverage	1152	West Food Court	after 9 pm	\$ 17.00	12	\$ 204.00
16	Soco Market	News/Gifts/Snacks	529	West Food Court	after 9 pm	\$ 8.00	12	\$ 96.00
17	Book People	News/Gifts/Snacks	1487	Central Terminal	after 9 pm	\$ 22.00	12	\$ 264.00
18	The Longhorn Store	Specialty Retail	856	West Terminal	after 9 pm	\$ 13.00	12	\$ 156.00
19	Austin Warehouse District	Specialty Retail	2068	Central Terminal	after 9 pm	\$ 31.00	12	\$ 372.00
20	Waterloo/ACL	Specialty Retail	736	West Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
21	Auntie Anne's	Food & Beverage	372	East Food Court	after 9 pm	\$ 6.00	12	\$ 72.00
22	Vino Volo	Food & Beverage	729	West Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
23	Wok & Roll	Food & Beverage	855	East Food Court	after 9 pm	\$ 13.00	12	\$ 156.00
24	Fara Café	Food & Beverage	2307	Landside	after 9 pm	\$ 34.00	12	\$ 408.00
25	Austin Article @ Gate 5	News/Gifts/Snacks	805	East Terminal	after 9 pm	\$ 12.00	12	\$ 144.00
26	Austin Article	News/Gifts/Snacks	1530	Central Terminal	after 9 pm	\$ 23.00	12	\$ 276.00
27	Stars of Austin	Specialty Retail	2178	Central Terminal	after 9 pm	\$ 33.00	12	\$ 396.00
28	Thundercloud	Food & Beverage	724	East Terminal	after 9 pm	\$ 11.00	12	\$ 132.00

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
29	Ruta Maya	Food & Beverage	724	East Terminal	after 9 pm	\$ 11.00	12	\$ 132.00
30	Ruta Maya @ G20	Food & Beverage	1168	West Terminal	after 9 pm	\$ 17.00	12	\$ 204.00
31	Barton Springs Dry Goods	News/Gifts/Snacks	1408	West Terminal	after 9 pm	\$ 21.00	12	\$ 252.00
32	Knot Anymore	massage/products	375	East Terminal	after 9 pm	\$ 6.00	12	\$ 72.00
33	Knot Anymore	massage/products	361	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
34	Love Shines	shoe shine	78	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
35	TaxFree Shopping	tax refund service	195	Landside	after 9 pm	\$ 5.00	12	\$ 60.00
36	Travelex	currency exchange	36	West Terminal	after 9 pm	\$ 5.00	12	\$ 60.00
37	Admiral's Club	Club	6793	West Terminal	after 9 pm	\$ 102.00	12	\$ 1,224.00
38	President's Club	Club	4221	West Terminal	after 9 pm	\$ 63.00	12	\$ 756.00
TOTAL								\$ 9,204.00
Campus Building								
39	Planning & Engineering		32,100	2716 Spirit of Texas	4:00 am - 6:00 pm	\$ 481.00	12	\$ 5,772.00
40	Learning Resource Center		21,164	2800 Spirit of Texas	4:00 am - 6:00 pm	\$ 317.00	12	\$ 3,804.00
41	Ground Transportation Staging Area		3,762	9300 Rental Car Lane	4:00 am - 6:00 pm	\$ 56.00	12	\$ 672.00
42	Check Point Charlie		120	East Service Road	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
43	Compactor Site - grounds		6,180	3419 Spirit of Texas	4:00 am - 6:00 pm	\$ 93.00	12	\$ 1,116.00
44	Compactor Site - building		360	3419 Spirit of Texas	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
45	Parking Management Bldg 2 (north)		1,008	2901 Employee Ave	4:00 am - 6:00 pm	\$ 15.00	12	\$ 180.00
46	Parking Management Booths (north)		150	2901 Spirit of Texas	4:00 am - 6:00 pm	\$ 5.00	12	\$ 60.00
47	Parking Management Facility		17,560	2901 Employee Ave	4:00 am - 6:00 pm	\$ 263.00	12	\$ 3,156.00
48	Information Systems		9,026	3011 Employee Ave	4:00 am - 6:00 pm	\$ 135.00	12	\$ 1,620.00
49	Central Plant		10,694	9815 Service Ave	4:00 am - 6:00 pm	\$ 160.00	12	\$ 1,920.00
50	AARF		15,475	3300 Emma Browning	4:00 am - 6:00 pm	\$ 232.00	12	\$ 2,784.00
51	Electric Vault		3,635	10104 Aircraft Ln	4:00 am - 6:00 pm	\$ 55.00	12	\$ 660.00
52	Maintenance Buildings		3,027	3505 Bergstrom	4:00 am - 6:00 pm	\$ 45.00	12	\$ 540.00
53	Maintenance Buildings		4,034	3511 Bergstrom	4:00 am - 6:00 pm	\$ 60.00	12	\$ 720.00
54	Maintenance Buildings		6,038	3509 Bergstrom	4:00 am - 6:00 pm	\$ 90.00	12	\$ 1,080.00
55	Maintenance Complex		32,564	3601 Bergstrom	4:00 am - 6:00 pm	\$ 488.00	12	\$ 5,856.00
56	Motor Pool		1,791	3817 Bergstrom	4:00 am - 6:00 pm	\$ 27.00	12	\$ 324.00
TOTAL								30,384.00

Item	Venue	Type	SQ FT	Location	Hours of Service	Monthly Fee	Annual QTY	Extended Amount (monthly fee X QTY)
COMMON AREA								
57	Concourse Level: Holdrooms, service corridors, hallways, retail stores (as requested), TSA areas as available, restrooms; trash chutes west				after 9 pm	0.00	12	0.00
58	West Mezzanine Level: Secure and non-secure offices for TSA, corridors, restrooms, trash chutes west				4:00 am - 6:00 pm	0.00	12	0.00
59	Baggage Claim Level: DOA areas (including break rooms), service corridor, concession storage as available or scheduled				4:00 am - 6:00 pm	0.00	12	0.00
60	Baggage Claim Level: Housekeeping closets, plumbing chases, Customs,				4:00 am - 6:00 pm	0.00	12	0.00
61	Concourse Level: Housekeeping closets, restrooms, plumbing chases, equipment rooms, airline break rooms and offices				4:00 am - 6:00 pm	0.00	12	0.00
62	Apron - Restrooms, Airline ramp offices, DOA office and storage areas, exterior bait stations, interior mouse traps, housekeeping closets				4:00 am - 6:00 pm	0.00	12	0.00
63	East Mezzanine Level: Administrative offices				after 9 pm	0.00	12	0.00
64	Baggage Claim Level: Airline baggage offices, carousels, common spaces				after 9 pm	0.00	12	0.00
TOTAL								0.00
OTHER SERVICES								
	Description						Unit	Price
65	One time start up fee for bait stations							0.00
66	Roundtrip call out charge						each	0.00
67	Termite Treatment without slab drilling						LF	\$ 8.00
68	Termit treatment with slab drilling						LF	\$ 10.00
69	Termite treatment with slab drilling and concrete scanning						LF	\$ 12.00
70	Houlry rate for additional services not covered under the monthly service from 6:01 am through 5:00 pm						Hour	\$ 85.00
71	Houlrly rate for additional services not covered under the monthly service from 9:00 pm through 6:00 am						Hour	\$ 85.00
72	Hourly rate for additional services not covered under the monthly service of secure sites (4:00 pm through 6:00 pm)						Hour	\$ 85.00
73	Hourly rate for additional services not covered under the monthly service for after hours, weekends, and City holidays						Hour	\$ 85.00
74	Emergency calls during normal business hours (requires two hour response time)						Hour	\$ 85.00
75	Emergency calls after hours, weekends, and holidays (requires two hour response time)						Hour	\$ 85.00
MATERIAL								
76	Mark-up to Contractor cost for all pest control materials for services not covered under monthly service							5%



Andy Clark

ASSISTANT VICE PRESIDENT CORPORATE ACCOUNT MANAGER
GOVERNMENT AND EDUCATION
PEST ELIMINATION

T 609-517-3576
F 651-293-2682
M 609-517-3576

370 Wabasha St North, EUC 8
St. Paul, MN 55102
andy.clark@ecolab.com

Sai Xoomsai Purcell
Senior Buyer Specialist
PO Box 1088
Austin, Texas 78767

November 1, 2015

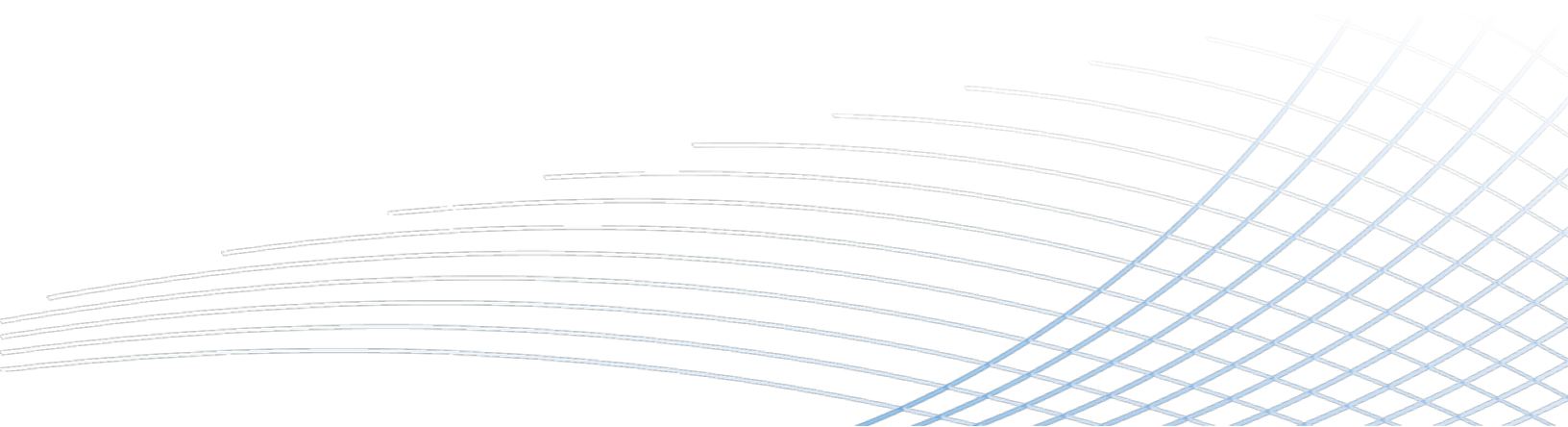
Ecolab Pest Elimination RFP submission

Ecolab Pest Elimination is a global provider and leader of pest elimination service in the commercial market; we do not provide service to the residential market. Our 100% focus is on commercial business customers which allows us to focus on the specific needs and requirements of these customers. We have developed an expertise to which we can provide Guaranteed Pest Elimination to our customers. In North American we have been providing comprehensive expertise for market segments from retail to hotels & restaurants, universities and colleges and the federal government coast to coast for over 28 years.

Our dedication exclusively to the commercial market has allowed us to develop strong partnerships with our customers who include; Wal-Mart, Marriott, over 400 Universities and colleges such as Johnson and Wales, USC, Stanford, thousands of K-12 schools and hundreds of state and county facilities, the United States Postal Service, Military and Healthcare facilities with whom we deliver pest free satisfaction every day.

Included with our superior service to your locations are these advantages which will provide both financial benefits and operational efficiencies.

- A single point of contact regarding any pest related issues
- In house training for your staff in the food service and facilities departments
- An IPM oriented pest program, maximizing sustainability practices and minimal use of pesticides
- Free Month of Service Coupon to be used in 2015
- Continuous innovation driven by our R&D Center in Eagan, MN
- Service Specialists that live locally and understand the unique pest pressure in a given area
- 24/7/365 live operator support for any issues



Through our commitment to delivering Service Excellence, Ecolab inspires confidence that your organization is protected from pests, so you can focus on your business.

- We understand your business and care about your success
- We will proactively eliminate the pests you are concerned about
- We can educate and train your staff to prevent pest problems before they occur
- We will communicate with you regularly, providing information you need

Bringing your property on board, Ecolab employs a systematic process for rapid implementation





- Documented and verifiable rollout plan sets the stage for a professional partnership
- Timelines and standard protocols for equipment type, equipment installation
- Highly trained personnel deliver consistent protocols over a short period of time
- Follow-up communication verifies rollout completion and reviews service guidelines

Ecolab provides a comprehensive difference which Guarantees Pest Elimination and we would welcome the opportunity to meet with you and your team of stakeholders to discuss our superior programs and service delivery in greater detail. We have the program which will deliver value and the superior results to ensure pest elimination in your locations and not simply pest control

Best Regards,

Andy Clark

KEEP PESTS OUT OF YOUR FACILITY AND OFF YOUR MIND

-  Comprehensive elimination helps protect your reputation
-  Proactive, proven protocol helps prevent costly problems
-  Highly trained Service Specialists to help you pass inspections
-  Continuous innovations designed to help reduce environmental impact

*Good on new monthly Pest Elimination service contracts only.

Coupon may be applied toward one month of standard monthly pest elimination service; coupon cannot be applied toward initial service.

To redeem, customer must include this coupon in lieu of payment with the month's invoice for Pest Elimination services. Coupon is valid through December 31, 2015.

OMF 011813



TO LEARN MORE CALL
US: 1 800 325 1671
CANADA: 1 800 352 5326

AUSTIN AIRPORT

CUSTOMER NAME



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

FROM: Sai Xoomsai Purcell, Senior Buyer Specialist

DATE: October 28, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. RFP PAX0126

Project Name: Pest Control Services

Commodity

Code(s):

Estimated Value: \$ 40,000 - \$60,000 per year (six years total)

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

This solicitation is for pest control services for the Aviation Department. Services include a comprehensive and Integrated Pest Management Program to include scheduled service visit, non-emergency and emergency treatment.

The Departmental Point of Contact is: Hope Reyes at Phone: (512) 530-6692

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-3058

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: _____

- There are no subcontracting opportunities.
- And there is no availability.

A handwritten signature in black ink, appearing to read "V. Lara".

Veronica Lara, Director

Date: 11-10-15

cc: Lorena Resendiz