



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

August 20, 2012

F J Turner Company
Attn: Frank Turner, President
P.O. Box 20741
Raleigh, NC 27619

The City has awarded the contract to your company to provide manhole extension rings and risers, as outlined in the attached contract for the Austin Water Utility Department in accordance with the referenced documents.

Responsible Department:	Austin Water Utility
Department Contact Person:	Virginia Soto-Reynolds
Department Contact Email Address:	virginia.soto-reynolds@austintexas.gov
Department Contact Telephone:	512-972-0347
Project Name:	Manhole Extension Rings and Risers
Contractor Name:	F J Turner Company
Contract Number:	GA120000109
Delivery Period:	8/27/12 through 8/26/15
Contract Amount:	\$408,900
Extension Options:	One 36-Month Options
Extension Amount Per Option:	\$408,900
Requisition Number:	RQM 2200 12051000347
Solicitation Number:	STA0276
Agenda Item Number:	48
Council Approval Date:	August 16, 2012

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

Sincerely,

Stephen T. Aden, Sr.
Corporate Purchasing Manager
Purchasing Office
Finance and Administrative Service Department

cc: Virginia Soto-Reynolds, Austin Water Utility

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
F J TURNER COMPANY ("Contractor")
for
MANHOLE EXTENSION RINGS AND RISERS
Contract No. GA120000109**

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 F. J. Turner Company having offices at P.O. Box 20741, Raleigh, NC 27619 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 STA0276.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA0276 including all documents incorporated by reference

1.1.3 F. J. Turner Company Offer, dated 6/14/12, including subsequent clarifications

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

1.2.1 This Contract

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

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

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

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to one (1) thirty-six (36) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$408,900 for the initial Contract term and \$408,900 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.6

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

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

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

CITY OF AUSTIN

Printed Name of
Authorized Person: Stephen T. Aden, Sr.

Signature: 

Title: Purchasing Manager Corporate

Date August 20, 2012

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: STA0276

COMMODITY/SERVICE DESCRIPTION: Manhole Extension Rings and Risers

DATE ISSUED: May 28, 2012

REQUISITION NO.: 2200 12051000347

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 89030

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: June 19, 2012 @ 2:00 PM

COMPLIANCE PLAN DUE PRIOR TO: N/A

Stephen T. Aden
Corporate Purchasing Manager
Phone: (512) 974-4040

BID OPENING TIME AND DATE: June 19, 2012 @ 2:15 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

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

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Frank Turner
Signature of Person Authorized to Sign Offer

FRANK TURNER PRESIDENT
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 6-14-12

Company Name: FT TURNER COMPANY

Address: P.O. BOX 20741

Email Address: FT75@msn.com

City, State, Zip Code RALEIGH, NC 27619

Phone No. (919) 782-8114

Fax No. (919) 787-8165

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions 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 at the address or phone number indicated on page 1 of this Offer Sheet. 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.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA0276**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by the close of business June 12, 2012 either by e-mail at steve.aden@austintexas.gov or by FAX at 512/972-4015

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids will **NOT** be considered.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- 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 (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. INSURANCE. Insurance does not apply to this solicitation if delivery is to be made by common carrier.

5. 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 one additional 36-month period, 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

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THIS IS A 36-MONTH CONTRACT.

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

6. 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.

7. DELIVERY REQUIREMENTS

- A. Delivery is to be made within 30-calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

- A. Invoices shall contain a non-duplicated 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	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 78701

- 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.

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

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product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If 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.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Austin Water Utility Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

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- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12-month period 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 subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) (Table 5 - Producer price indices for the net output of selected industries and their products or Table 6 - Producer price indexes and percent changes for commodity groupings and individual items, not seasonally adjusted) Industry/Product name/code (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.)
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30-calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in

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the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30-calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

13. 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:

Virginia Soto-Reynolds, Contract Compliance Specialist

Austin Water Utility

Phone: 512/972-0347 E-Mail: Virginia.soto-reynolds@austintexas.gov

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



CITY OF AUSTIN
QUALIFIED PRODUCTS LIST
for
MANHOLE COVER RISER RINGS

USING DEPARTMENT: Water Utility **ISSUED:** 03/13/80 **REVIEWED:** 04/20/11 **REVISED:** 04/30/11

PREPARED BY: Ted Lench **CITY STOCK NUMBER:**

DESCRIPTION: Ring Risers for adjusting manhole and water valve covers; one-piece; solid-ring: molded or fabricated to fit City of Austin valve box casting Standard 511S-14. 32" diameter wastewater manhole cover Standard 503S-4W; 24" diameter wastewater manhole cover Standard 503S-2W; and obsolete (but still in service) 24" diameter wastewater manhole cover with lifting tongue (special detail); stackable size-on-size.

LISTING DATE	MANUFACTURER	PRODUCT IDENTIFICATION/COMMENT	APPROVAL
01/25/02	E.J. TURNER COMPANY, INC. P.O. Box 20741 Raleigh, NC 27619	Composite polypropylene and fiberglass extension rings, 1", 1½", 2" heights (See notes below)	K. Flowers

NOTE:

1. Ring risers are for adjusting manhole and water valve casting covers on pavement overlay projects. They are not for adjusting newly constructed manholes or water valve castings.

**BID SHEET
CITY OF AUSTIN
SOLICITATION NAME "MANHOLE EXT RING"**

BID NO. STA0276

RQM NO. 2200 - 12051000347

BID OPENING DATE AND TIME: 6/19/12 @ 2:00 PM

BUYER: Stephen T. Aden

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Manhole Ext Ring 1 1/2 For 24IN S S Manhole Ring Standard, COA# 89030107002, Standard 503S-2W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	200	EA	\$92	\$18,400
2	Manhole Ext Ring 1 1/2 For 24IN S S Manhole Ring Old Style, COA# 89030107003 Standard 503S-2W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	200	EA	\$92	\$18,400
3	Manhole Ext Ring 1IN For 24IN S S Manhole Ring Standard, COA# 89030107004 Standard 503S-2W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	100	EA	\$92	\$9,200
4	Manhole Ext Ring 1IN For 24IN S S Manhole Ring Old Style, COA# 89030107005 Standard 503S-2W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	200	EA	\$92	\$18,400
5	Manhole Ext Ring 1 For 32IN S S Manhole Ring Standard, COA# 89030107006 Standard 503S-4W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	75	EA	\$128	\$9,600
8	Manhole Ext Ring 1 1/2 For 32IN S S Manhole Ring, COA# 89030107007 Standard 503S-4W, In Accordance with QPL No. WW-330 MFG. NAME & NO: <u>TURNER</u>	100	EA	\$128	\$12,800

BID SHEET CITY OF AUSTIN SOLICITATION NAME "MANHOLE EXT RING"					
7	Water Valve Extension 1IN , COA# 89030107008	350	EA	\$33	\$11,550
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO: _____				
8	Water Valve Extension 1 1/2IN, COA# 89030107009	550	EA	\$33	\$18,150
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO: _____				
9	RING RISER 2 IN. FOR 24 IN. MANHOLE, COA# 89030860001	50	EA	\$110	\$5,500
	STANDARD 503S-2W, In Accordance with QPL No. WW-330				
	MFG. NAME & NO: _____				
10	RING RISER 2 IN. FOR 24 IN. MANHOLE OLD STYLE, COA# 89030860002	50	EA	\$110	\$5,500
	STANDARD 503S-2W, In Accordance with QPL No. WW-330				
	MFG. NAME & NO: _____				
11	RING RISER 2 IN. FOR WATER VALVE COVERS, COA# 89030860004	200	EA	\$44	\$8,800
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO: _____				
TOTAL BID					\$136,300

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: FRANK TURNER PHONE NUMBER: 919-782-8114
 BIDDERS SHALL SUBMIT A "SAMPLE" INVOICE WITH BID.

DELIVERY SHALL BE MADE WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.
 DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED
 DELIVERY METHOD: COMMON CARRIER

COMPANY NAME: FJ TURNER CO
 SIGNATURE OF AUTHORIZED REPRESENTATIVE: Frank Turner
 PRINTED NAME: FRANK TURNER
 EMAIL ADDRESS: EJT75a@msn.com

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

NONE

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

F J TURNER COMPANY

Fred Turner
Signature, Authorized Representative of Offeror

PRESIDENT
Title

6-14-12
Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

[Add Reference](#)

Company's Name	<input type="text" value="City of Austin"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text" value="City of Los Angeles"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text" value="City of New Orleans"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text" value="City of San Diego"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text" value="City of Atlanta"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

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

SOLICITATION NO STA0276

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

Sanctions:

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

Term:

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

Dated this 14 day of JUNE, 2012.

CONTRACTOR

FJ Turner Company

Authorized Signature

Frank Turner

Title


President

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. STA0276

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

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

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">FJ Turner Company</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">6-14-12</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Frank Turner</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">President</div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. STA0276
FOR**

Manhole Extension Rings and Risers

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

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

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

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

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

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

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

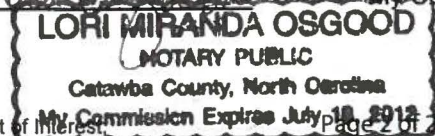
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee,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

Contractor's Name:	FJ Turner Company
Printed Name:	Frank Turner
Title:	President

Frank Turner
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 15th day of June, 2010.

Lori Miranda Osgood
Notary Public



My Commission Expires

July 18, 2012


City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. STA0276

- 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"?

- ☐ Texas Resident Bidder - A Bidder whose principal 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.
- ☒ Non-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? ☐ Yes ☒ No

Bidder's Name:	FJ Turner Company		
Signature of Officer or Authorized Representative:		Date:	6-14-12
Printed Name:	Frank Turner		
Title:	President		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: STA0276

PROJECT NAME: Manhole Extension Rings and Risers

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	FJ TURNER CO		
Address	P.O. Box 20741		
City, State Zip	RALEIGH, NC 27619		
Phone	919-782-8114	Fax Number	919-787-8165
Name of Contact Person	FRANK TURNER		
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.

FRANK TURNER PRESIDENT
Name and Title of Authorized Representative (Print or Type)

Frank Turner
Signature

6-14-12
Date

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

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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 _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: STA0276

PROJECT NAME: Manhole Extension Rings and Risers

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established 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.

Yes ☐ 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.

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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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.

F J TURNER COMPANY
Company Name

FRANK TURNER PRESIDENT
Name and Title of Authorized Representative (Print or Type)

Frank Turner
Signature

6-14-12
Date

FJ Turner Company Inc

P.O. Box 20741
Raleigh, NC 27619

Invoice

Date	Invoice #
5/16/2012	12-141

Bill To
City of Austin Water Utility Finance Division 625 E 10th St Suite 500 Austin, Texas 78701

Ship To
City of Austin Water Utility 2600 Webberville Rd Austin, Texas 78702

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
CT02200AW1205...	Net 30		5/16/2012	Motor Freight	Delivered	

Quantity	Item Code	Description	Price Each	Amount
40	1.5 Aus Bolt	AUS24 1.5 for M39	90.00	3,600.00
75	1.5 Aus Slot	AUS 24-1.5 WS	90.00	6,750.00
75	1" Aus Slot	24-1 Austin WS Manhole Extension Ring	90.00	6,750.00
40	30-1	30-1 Manhole Extension Ring (32-1)	120.00	4,800.00
25	32-1.5 Aus	32-1.5 Manhole Ext Ring	120.00	3,000.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00
			Total	\$24,900.00



Amendment No. 1
to
Contract No. GA120000109
for
Manhole Extension Rings and Risers
between
F J Turner Company Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 27, 2015, the term for the extension option will be August 27, 2015 to August 26, 2018 and there are no remaining options.
- 2.0 **The price increase submitted by F J Turner Company Inc. is acceptable, the extension includes the following increase in the unit price for items 1-11 (see attached revised Bid Sheet for new pricing)**
- 3.0 The total Contract amount is increased by \$408,900.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/27/12 – 08/26/15	\$408,900.00	\$408,900.00
Amendment No. 1: Option 1 08/27/15 – 08/26/18	\$408,900.00	\$817,800.00

- 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: Frank J Turner

Printed Name:
Authorized Representative

FRANK J TURNER

Signature: Joe Barrios

Acting Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

F J Turner Company Inc.
PO Box 20741
Raleigh, NC 27619-0741

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME "MANHOLE EXT RING"

BID NO. STA0276

RQM NO. 2200 - 12051000347

BID OPENING DATE AND TIME: 6/19/12 @ 2:00 PM

BUYER: Stephen T. Aden

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	
1	Manhole Ext Ring 1 1/2 For 24IN S S Manhole Ring Standard, COA# 89030107002,	200	EA	\$92	\$18,400	\$96.00 ✓
	Standard 503S-2W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					
2	Manhole Ext Ring 1 1/2 For 24IN S S Manhole Ring Old Style, COA# 89030107003	200	EA	\$92	\$18,400	\$96.00 ✓
	Standard 503S-2W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					
3	Manhole Ext Ring 1IN For 24IN S S Manhole Ring Standard, COA# 89030107004	100	EA	\$92	\$9,200	\$96.00 ✓
	Standard 503S-2W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					
4	Manhole Ext Ring 1IN For 24IN S S Manhole Ring Old Style, COA# 89030107005	200	EA	\$92	\$18,400	\$96.00 ✓
	Standard 503S-2W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					
5	Manhole Ext Ring 1 For 32IN S S Manhole Ring Standard, COA# 89030107006	75	EA	\$128	\$9,600	\$134.00 ✓
	Standard 503S-4W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					
6	Manhole Ext Ring 1 1/2 For 32IN S S Manhole Ring, COA# 89030107007	100	EA	\$128	\$12,800	\$134.00 ✓
	Standard 503S-4W, In Accordance with QPL No. WW-330					
	MFG. NAME & NO: <u>TURNER</u>					

**efficiency*
 2015-2018
 New Unit
 Price

4.390
 \$96.00 ✓

4.390
 \$96.00 ✓

4.390
 \$96.00 ✓

4.390
 \$96.00 ✓

4.790
 \$134.00 ✓

4.790
 \$134.00 ✓

BW

AWJ-126
*effective

2015-2018
New Unit
Price 4.5%

BID SHEET CITY OF AUSTIN SOLICITATION NAME "MANHOLE EXT RING"					
7	Water Valve Extension 1IN, COA# 89030107008	350	EA	\$33	\$11,550
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO:				
8	Water Valve Extension 1 1/2IN, COA# 89030107009	550	EA	\$33	\$18,150
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO:				
9	RING RISER 2 IN. FOR 24 IN. MANHOLE, COA# 89030880001	50	EA	\$110	\$5,500
	STANDARD 503S-2W, In Accordance with QPL No. WW-330				
	MFG. NAME & NO:				
10	RING RISER 2 IN. FOR 24 IN. MANHOLE OLD STYLE, COA# 89030880002	50	EA	\$110	\$5,500
	STANDARD 503S-2W, In Accordance with QPL No. WW-330				
	MFG. NAME & NO:				
11	RING RISER 2 IN. FOR WATER VALVE COVERS, COA# 89030880004	200	EA	\$44	\$8,800
	Standard 511S-14, In Accordance with QPL No. WW-330				
	MFG. NAME & NO:				
TOTAL BID					\$136,300

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: FRANK TURNER PHONE NUMBER: 919-782-8114
BIDDERS SHALL SUBMIT A "SAMPLE" INVOICE WITH BID.

DELIVERY SHALL BE MADE WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: COMMON CARRIER

COMPANY NAME: F J TURNER CO

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Frank Turner

PRINTED NAME: FRANK TURNER

EMAIL ADDRESS: EJT75a@msn.com

BW



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

FROM: Stephen T. Aden, Corporate Purchasing Manager, Purchasing Officer

DATE: May 21, 2012

SUBJECT: Approval to use No Goals for IFB No. STA0276

Project Name: Manhole Extension Rings and Risers

Commodity Code(s): 89030

Estimate: \$92,510 annually

Advertisement Dates: 5/28/12 and 6/4/12

The Purchasing Office has determined that the following Goals are appropriate for this solicitation:

- a. ☐ Project Participation Goals: ☐ % MBE ☐ % WBE
- b. ☐ Project Participation SubGoals: ☐ % African American ☐ % Hispanic
- ☐ % Native/Asian American ☐ % WBE
- c. ☒ No Goals (Goal of 0%)

This project is to establish and annual contract for the purchase of manhole extension rings and riser for the Austin Water Utility. No subcontracting opportunities were identified for this project.

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 974-2021.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. 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:

This is a commodity purchase. There are no subcontracting opportunities.

Veronica Lara
Veronica Lara, Director

Date: *5/22/2012*

Cc: Virginia Soto-Reynolds/AWU