



Amendment No. 3  
To  
Contract No. NA170000098  
For  
Grease Trap and Sediment Tank Services  
Between  
Liquid Environmental Solutions of Texas, LLC  
dba Liquid Environmental Solutions  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 15, 2021 through March 14, 2022. No options remain.
- 2.0 The total contract amount is increased by \$24,755.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/15/2017 – 03/14/2020	\$74,265.00	\$74,265.00
Amendment No. 1: Administrative Increase and Central Public Library addition. 06/04/2018	\$18,566.00	\$92,831.00
Amendment No. 2: Option 1 – Extension 03/15/2020 – 03/14/2021	\$24,755.00	\$117,586.00
Amendment No. 3: Option 2 – Extension 03/15/2021 – 03/14/2022	\$24,755.00	\$142,341.00

- 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:  2/19/2021

Printed Name: Nicole Turcoluzzi  
Authorized Representative

Liquid Environmental Solutions of Texas, LLC  
dba Liquid Environmental Solutions  
5119 East 7<sup>th</sup> Street  
Austin, Texas 78702-5124  
(866) 694-7327  
[carol.jackson@liquidenviro.com](mailto:carol.jackson@liquidenviro.com)

Sign/Date: Matthew Duree  
Digitally signed by  
Matthew Duree  
Date: 2021.03.02  
15:13:53 -06'00'

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



Amendment No. 2  
To  
Contract No. NA17000098  
For  
Grease Trap and Sediment Tank Services  
Between  
Liquid Environmental Solutions of Texas, LLC  
dba Liquid Environmental Solutions  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 15, 2020 through March 14, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$24,755.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/15/2017 – 03/14/2020	\$74,265.00	\$74,265.00
Amendment No. 1: Administrative Increase and Central Public Library addition. 06/04/2018	\$18,566.00	\$92,831.00
Amendment No. 2: Option 1 – Extension 03/15/2020 – 03/14/2021	\$24,755.00	\$117,586.00

- 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: Paul Griffith 01/21/2020

Printed Name: Paul Griffith  
Authorized Representative

Liquid Environmental Solutions of Texas, LLC  
dba Liquid Environmental Solutions  
5119 East 7<sup>th</sup> Street  
Austin, Texas 78702-5124  
(866) 694-7327  
[carol.jackson@liquidenviro.com](mailto:carol.jackson@liquidenviro.com)

Sign/Date: Matthew Duree 2-28-20

Matthew Duree  
Procurement Manager

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



Amendment No. 1  
to  
Contract No. MA 8200 NA170000098  
For  
GREASE TRAP AND SEDIMENT TANK SERVICES  
between  
LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, LLC DBA  
LIQUID ENVIRONMENTAL SOLUTIONS  
and the  
City of Austin

- 1.0 The City hereby exercises an increase to the above-referenced contract in the amount of \$18,566.  
2.0 The City adds the Central Public Library location to this contract.  
Address: 710 W Cesar Chavez St, Austin, TX 78701.

- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/15/2017 – 03/14/2020	\$74,265.00	\$74,265.00
Amendment No. 1: Administrative Increase and Central Public Library addition.	\$18,566.00	\$92,831.00

- 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: *Paul Giffith* 5/17/2018

Signature & Date: *Marty James* 06-04-2018

Printed Name: Paul Giffith  
Authorized Representative

Marty James, Procurement Specialist III  
City of Austin  
Purchasing Office

LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, LLC DBA  
LIQUID ENVIRONMENTAL SOLUTIONS  
Irving, TX 75063

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, LLC DBA LIQUID ENVIRONMENTAL  
SOLUTIONS ("CONTRACTOR")  
FOR  
GREASE TRAP AND SEDIMENT TANK SERVICES  
MA 8200-NA170000098**

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 Liquid Environmental Solutions of Texas, LLC having offices at Irving, TX 75063 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 CRR0213.

**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), CRR0213 including all documents incorporated by reference

1.1.3 Liquid Environmental Solutions of Texas, LLC Offer, dated February 27, 2017, 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 two, 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 \$74,265 for the initial Contract term and \$24,755 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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.

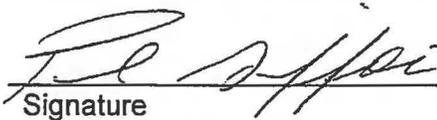
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**LIQUID ENVIRONMENTAL SOLUTIONS  
OF TEXAS, LLC**

**CITY OF AUSTIN**

Paul Griffith

Printed Name of Authorized Person

  
Signature

Director of Sales

Title:

03/15/2017

Date:

Claudia Rodriguez

Printed Name of Authorized Person

  
Signature

Procurement Specialist III

Title:

3/15/2017  
Date:



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

**SOLICITATION NO:** CRR0213

**COMMODITY/SERVICE DESCRIPTION:** Grease Trap and Sediment Tanks Cleaning

**DATE ISSUED:** Monday February 13, 2017

**REQUISITION NO.:** 17010500192

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 91070

**LOCATION:** N/A

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

**BID DUE PRIOR TO:** Tuesday February 28, 2017 at 2:00pm

**BID OPENING TIME AND DATE:** Tuesday February 28, 2017 at 2:15pm

**Primary Contact:**  
 Claudia Rodriguez  
 Senior Buyer  
 Phone: (512) 974-3092  
 E-Mail: ClaudiaR.Rodriguez@austintexas.gov

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

**Secondary Contact:**  
 Liz Lock  
 Buyer II  
 Phone: (512) 974-2034  
 E-Mail: liz.lock@austintexas.gov

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:

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 # CRR0213	Purchasing Office-Response Enclosed for Solicitation # CRR0213
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (FLASH DRIVE/DISK) OF YOUR RESPONSE**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	
0500	SPECIFICATION	
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2 ✓
0700	REFERENCE SHEET – Complete and return	2 ✓
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1 ✓
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1 ✓

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

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

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: Liquid Environmental Solutions of Texas, LLC

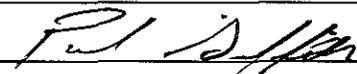
Company Address: 7651 Esters Boulevard Suite 200

City, State, Zip: Irving, TX 75063

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Paul Griffith

Title: Director of Sales

Signature of Officer or Authorized Representative: 

Date: 02/27/2017

Email Address: bids@liquidenviro.com

Phone Number: 866-694-7327

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

**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 Claudia Rodriquez via email at [ClaudiaR.Rodriquez@austintexas.gov](mailto:ClaudiaR.Rodriquez@austintexas.gov) (Primary) or Liz Lock via email at [Liz.Lock@austintexas.gov](mailto:Liz.Lock@austintexas.gov) (Secondary) at least five (5) business days before the solicitation close date.

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:

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PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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 two 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 resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 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. **DELIVERY REQUIREMENTS:**

Location:

Austin Convention Center

500 East Cesar Chavez

Austin, TX 78701

Days:

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

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be emailed to [ACCD.AcctsPayable@austintexas.gov](mailto:ACCD.AcctsPayable@austintexas.gov). Email is preferred, but invoices may also be mailed to the below address:

	City of Austin		
Department	Austin Convention		
Attn:	Accounts Payable		
Address	500 East Cesar Chavez		
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.

**7. 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.

**8. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

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SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**9. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**10. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

**ACCD Contractor or SubContractor Access Requirements**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to

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SUPPLEMENTAL PURCHASE PROVISIONS**

enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

12. **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 five percent (5%) 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.
    - (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.

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

- 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: CIU2010000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Installation, maintenance, and repair occupations	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-5	

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

13. **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.

14. **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:

Bryan Helford

Phone: 512-404-4311

Email: bryan.helford@austintexas.gov

**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	Liquid Environmental Solutions of Texas, LLC	
Physical Address	5119 E 7th ST. Austin, TX 78702	
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

**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**

Responding Company Name Liquid Environmental Solutions of Texas, LLC

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

1. Company's Name Texas Department of Criminal Justice  
Name and Title of Contact Nolan Nichols Facilities Manager  
Project Name Grease trap cleaning  
Present Address PO BOX 4018  
City, State, Zip Code Huntsville, TX 77342-4014  
Telephone Number ( 936 ) 437-7340 Fax Number ( )  
Email Address Nolan.Nichols@tdcj.texas.gov

2. Company's Name City of Dallas  
Name and Title of Contact Ella Daniels Contracts Manager  
Project Name Grease trap cleaning  
Present Address Records Building  
City, State, Zip Code Dallas, TX 75202  
Telephone Number ( 214 ) 653-7449 Fax Number ( )  
Email Address ELLA.DANIELS@dallascounty.org

3. Company's Name City of San Antonio Aviation  
Name and Title of Contact Michael Hernandez Properties & Procurement coordinator  
Project Name Grease trap cleaning  
Present Address 9800 Airport Blvd, suite 2091  
City, State, Zip Code San Antonio, TX 78216  
Telephone Number ( 210 ) 207-3532 Fax Number ( )  
Email Address Michael.Hernandez@sanantonio.gov

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

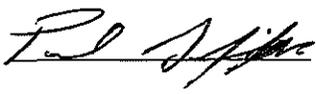
**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of February, 2017

CONTRACTOR	<u>Liquid Environmental Solutions</u>
Authorized Signature	
Title	<u>Director of Sales</u>

**Section 0815: Living Wages Contractor Certification**

Company Name Liquid Environmental Solutions of Texas, LLC

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

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

Employee Name	Employee Job Title
Thomas Betts	Technician
Keith Palmer	Technician
Joanna Hoeft	Technician
Xavier Coronado	Technician
Martin Mejoral	Technician
Nick Lopez	Technician

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

pg. 2 Contd

**Section 0815: Living Wages Contractor Certification**

Company Name Liquid Environmental Solutions of Texas, LLC

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

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

Employee Name	Employee Job Title
Pronnie Minter	Technician
Guadalupe Adames	
Tobot Howard	
Victor Chavez	

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

**Section 0835: Non-Resident Bidder Provisions**

Company Name Liquid Environmental Solutions of Texas, LLC

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

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

Answer: Resident Bidder

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

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

Answer: N/A Which State: \_\_\_\_\_

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

Answer: N/A

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

SOLICITATION NUMBER:	IFB CRR0213
PROJECT NAME:	Grease Trap and Sediment Tanks Cleaning

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   xx   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.	
Liquid Environmental Solutions of Texas, LLC	
Company Name	
Paul Griffith Director of Sales	
Name and Title of Authorized Representative (Print or Type)	
	02/27/2017
Signature	Date

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

SOLICITATION NUMBER: IFB 8200 CRR 0213

PROJECT NAME: Grease trap and Sediment tanks cleaning

**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 xx 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.

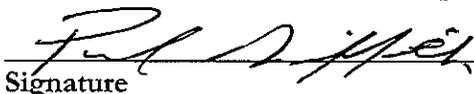
I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Liquid Environmental Solutions of Texas, LLC

Company Name

Paul Griffith Director of Sales

Name and Title of Authorized Representative (Print or Type)



Signature

02/27/2017

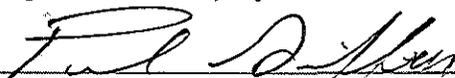
Date

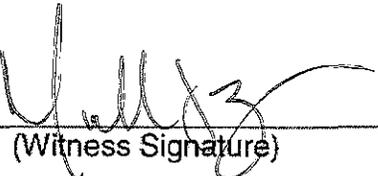
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

<b>Contract Number: Insert Number</b> IFB 8200 CRR 0213	<b>Description of Services: Insert Description</b> Grease Trap Cleaning
<b>Contractor Name: Insert Contractor's Name</b> Liquid Environmental Solutions of Texas, LLC	

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

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

<b>Employee's Title: Insert Employee's Title</b> Director of Sales	
<b>Signature of Employee</b> 	<b>Date</b> 02/27/2017
<b>Type or Print Name Insert Employee's Name</b> Paul Griffith	

  
\_\_\_\_\_  
(Witness Signature)

Marcella Sparby  
\_\_\_\_\_  
(Printed Name)

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

SOLICITATION NUMBER:	IFB CRR0213
PROJECT NAME:	Grease Trap and Sediment Tanks Cleaning

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	N/A		
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input 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 Griffith Director of Sales

<b>Name and Title of Authorized Representative (Print or Type)</b>	
<i>Paul Griffith</i>	02/27/2017
<b>Signature</b>	<b>Date</b>

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.**

<b>Sub-Contractor / Sub-Consultant</b>			
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			

<b>Sub-Contractor / Sub-Consultant</b>			
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			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
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



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: CRR0213**

**Addendum No: 1**

**Date of Addendum: 02/27/2017**

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

- I. **Extension:** The proposal due date is hereby extended until Tuesday, March 7, 2017 at 2:00 pm.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: \_\_\_\_\_

Liz Lock, Buyer II  
Purchasing Office, 512-974-2034

2/27/17

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

**1.0 PURPOSE**

The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified Vendors ("Contractor") who are licensed by the State of Texas to perform services to include removal, disposal, transportation, laboratory testing, repairing, cleaning, and other services related to grease traps and sediment tanks. These services shall be provided for the City of Austin, Convention Center Department (ACCD).

Services provided under this Contract are needed to ensure employee and public safety and to maintain compliance with all Local, State and Federal regulations for systems located within the responsibilities of ACCD.

ACCD is an enterprise department with a mission to provide exemplary customer service. The department maintains and operates the Austin Convention Center, Palmer Events Center, and three parking garages. ACCD has a variety of facilities and offers a variety of services to their clients. For more information, visit the following website: [www.austinconventioncenter.com](http://www.austinconventioncenter.com)

**2.0 CONTRACTOR'S QUALIFICATIONS**

- 2.1 The Contractor shall have a minimum of five (5) years of continuous experience prior to this solicitation in the removal, disposal, transportation, and cleaning of grease traps and sediment tanks. Experience shall be similar in size and scope to this Scope of Work. Proof of experience may be in the form of Contractor's references (current and previous) during the previous five-year period to this solicitation.
- 2.2 The Contractor shall maintain and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 2.3 The Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

**3.0 CONTRACTOR'S REQUIREMENTS**

**3.1 General Requirements**

**The Contractor Shall:**

- 3.1.A Furnish all equipment, materials/parts, personnel and labor, tools, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for proper execution and completion of services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The Contractor shall not charge ACCD any costs associated with providing or using any necessary equipment used while providing services under this Contract.
- 3.1.B Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to the services provided under this Contract.

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 3.1.B.a Adhere to all OSHA, City and local codes, standards, rules and regulations concerning safety.
- 3.1.B.b Materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.
- 3.1.B.c In the event of conflict between this scope of work and any applicable codes, laws, or manufacturer's literature, the terms that are most favorable to ACCD shall prevail, unless otherwise determined and notified by ACCD. ACCD will notify the Contractor of ACCD's determination in writing.
- 3.1.C Ensure that all of its personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by ACCD.
- 3.1.D Ensure Contractor and its technicians shall all possess license(s) and/or certifications as required by the City of Austin, State of Texas, Federal agency or any other applicable regulatory agency requirements for these specific services. Copies of all Licenses, certificates required by any regulatory agency, both business and technician, shall be provided within five (5) business days of request by ACCD.
- 3.1.E While onsite, the Contractor and its employees shall remain in compliance with ACCD's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.
- 3.1.F Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
  - 3.1.F.a The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable or times out of the office, the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 3.1.G The Contractor shall schedule a meeting as determined and in conjunction with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.
- 3.1.H Understand that ACCD will have the right to require that the Contractor remove any employee whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without written consent from the Contract Manager or designee.

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 3.1.I Perform all steps reasonably necessary to protect ACCD/City property and persons from harm.
  - 3.1.I.a Be responsible for any, and all, damage to ACCD/City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
  - 3.1.I.b If damage occurs, Contractor shall notify the Contract Manager immediately.
  - 3.1.I.c Damages to ACCD/City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of ACCD/City by the Contractor, at no cost to the City. ACCD may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 3.1.J Understand that all work is subject to inspection and acceptance by the Contract Manger or designee.
- 3.1.K Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to ACCD representative's inspection and approval.
- 3.1.L Understand and agree that the scheduling of events take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD/City liable, financially or otherwise, if an alteration in the event schedule requires ACCD to reschedule services with the Contractor. ACCD will make every reasonable effort to immediately notify the Contractor of changes in the schedule which may have an impact on any other schedule agreed to by ACCD and the Contractor.
- 3.1.M Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to ACCD. The Contractor shall not store worn or defective parts on ACCD premises. The Contractor shall immediately remove worn/defective parts, materials, oils, solvents from ACCD premises as soon as each job is completed.
- 3.1.N Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. ACCD shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented or Contractor-owned equipment.

**4.0 SCOPE OF SERVICES**

Services provided under this Contract shall include, but are not limited to, the following.

4.1 Grease Trap and Sediment Tank Regular Services

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 4.1.A Upon arrival and departure from the premises, the Contractor's personnel shall report to the Security Control Center. Upon completion of service call to the facility, the Contractor's personnel shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep Contract Manager advised in writing of developments relating to the performance of this agreement.
- 4.1.B The Contractor shall meet with the Contract Manager or designee within two (2) weeks of the Contract award to develop and mutually agree upon the start of services.
- 4.1.C Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform grease trap and sediment tank regular services under this Contract between the hours of 11:00 pm and 6:00 am (CST). The Contractor shall be able to provide services for grease trap and sediment tank cleaning any day of the week (seven (7) days a week), including holidays. Services shall be billed per gallon of material removed.
- 4.1.D Grease Traps: Contractor shall make a minimum of six (6) service trips during the 12-month contract period; servicing each grease trap a minimum of one (1) time every two (2) months of last cleaning as coordinated with the Contract Manager or designee.
- 4.1.E Sediment Tanks: Services for sediment tanks will be on an as-needed basis and will be coordinated by the Contract Manager or designee.
- 4.1.F Under no circumstances shall the Contractor alter or change the cleaning schedule without prior written approval of the Contract Manager.
- 4.1.G Contractor shall inspect each grease trap and sediment tank for overall condition and verify that grease/sediments are not intruding into any sewer lines.
- 4.1.H Contractor shall remove all materials contained in grease traps or sediment tanks to prevent overflow or grease/sediment intrusion into any sewer lines.
- 4.1.I Contractor shall break up all solid material (non-grease waste) in traps and tanks and remove and dispose of in accordance with applicable regulations.
- 4.1.J Contractor shall clean grease traps and sediment tanks. Contractor shall apply a cleaning enzyme or agent after each service call to control odors and maintain a clean trap and tank.
- 4.1.K Contractor shall transport and dispose of all materials removed from grease traps and sediment tanks in accordance with Federal, State, EPA and local regulations. Contractor's invoice will be based on actual amount of materials removed.
- 4.1.L Contractor shall provide copies of all transport and disposal documentation. Examples of documentation are shipping manifests or disposal site receiver documents. Contractor shall submit all copies to the Contract Manager or designee within two weeks of completion of each service.

**SCOPE OF WORK, SECTION 0500  
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4.1.M Contractor shall submit to the Contract Manager a report of services performed on the grease, oil/water tanks within 24 hours following each service visit. At minimum, the reports shall include an itemized listing of:

- Date and time service was performed.
- Location of service.
- Service detail.
- Quantity of grease and/or solids removed from the tanks and traps.
- Name of the person performing the service.

4.1.N ACCD reserves the right to request the Contractor to submit additional electronic reports related to the services provided under this Contract. The Contractor shall provide these reports within five (5) business days of request, or as mutually agreed upon by both parties.

4.1.O Contractor shall provide other services related to grease traps and sediment tanks which may not be specified in this contract, but can be billed at the rates specified on Section 0600, Bid Sheet.

4.1.P All services shall be scheduled as directed by the Contract Manager. All services will be approved by the Contract Manager in writing prior to start of work.

4.2 Urgent (Code Red) Services

4.2.A ACCD may require the Contractor to respond to urgent ("Code Red") service requests. Code Red services shall be defined as services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of ACCD. ACCD shall have the sole and final authority in determining when services will be designated as Code Red.

4.2.B Code Red Services shall be available 24 hours per day, 365 days a year. Code Red Services for Grease Trap and Sediment Tank Regular Services shall be billed at the per gallon rate. Contractor may access a flat fee for any Code Red Services.

4.2.C Code Red Services for Other General Services shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, based on the time of day Code Red services are provided.

4.2.D For each request of Code Red services, ACCD will request services (each instance, a "Notification") and Contractor shall respond/acknowledge to a Code Red request within 30 minutes and be onsite within four (4) hours.

4.2.D.a Response time shall be from the time the call is made to the time the Contractor's personnel signs in with the Security Control Center.

4.2.E If applicable to the Code Red occurrence, the Contractor shall provide a complete Code Red cost estimate with an estimated completion time to the City within 24 hours of Notification. The Contract Manager or designee and Contractor may mutually agree that a verbal cost estimate for Code Red Services will meet the needs of the City.

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 4.2.E.a If providing a verbal estimate, the Contractor shall provide the Contract Manager or designee, a summary of services provided within one (1) week. The summary shall include: date and time service was performed, location of service, description of service, quantity of grease and/or solids removed (if applicable), name of person performing the service.
- 4.2.E.b Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 4.2.F During Code Red services, all other provisions of this Contract shall apply.
- 4.2.G If additional services are required after the Code Red services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.
- 4.3 Other General Services
  - 4.3.A ACCD may require the Contractor to provide other general services on an as-needed basis. These services may include, but not be limited to, repair, condition assessment, or other services related to grease trap and sediment tanks.
  - 4.3.B Contractor shall respond to a job assignment or meet with the Contract Manager at the job site within 72 hours of notification of proposed project to discuss the project.
  - 4.3.C It shall be the full responsibility of the Contractor to visit and inspect the job locations prior to the submission of each estimate.
  - 4.3.D Submission of an estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.
  - 4.3.E For each job, a written estimate of the total cost of work for such project will be submitted to the Contract Manager not more than an additional 24 hours later, or as mutually agreed upon by both parties, and at no cost to the City. The Estimate for these services shall be in writing and shall include:
    - 4.3.E.a An estimate of the total cost of the work, including an itemized cost estimate with labor and parts (based on prices established in the Contract) needed to complete the services.
    - 4.3.E.b A description of services to be performed, including location.
    - 4.3.E.c A recommended schedule with a proposed start and finish date/timeframe.
  - 4.3.F The Contract Manager, or designee, will review the estimate and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by ACCD.

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
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- 4.3.G The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.
- 4.3.H If the Contract Manager or designee does not agree with the estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised estimate for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.
- 4.3.I Contractor shall complete the work within the time stated in the final estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.
- 4.3.J Work hours for services start when Contractor's personnel signs in to the work site. Travel time shall not be counted as labor hours.
- 4.3.K Contractor shall request additional time if the Contractor determines that the services being performed cannot be completed as specified in the estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.
- 4.3.L Contractor shall immediately provide any parts removed or replaced during services for verification purposes, if requested by the Contract Manager or designee.
- 4.3.M Any parts and materials used to perform services under this Contract shall be factory-new, free of defects in materials and workmanship, and meet or exceed the Original Equipment Manufacturer (OEM) specifications as approved by the City's Contract Manager or designee.

4.4 Laboratory Testing

- 4.4.A Contractor shall provide Laboratory testing of sample materials removed from grease traps and sediment tanks and pits as requested by the City. Delivery date for laboratory testing shall be five (5) working days after notification from the Contract Manager or designee. The Contractor shall provide the results of the testing to ACCD within three (3) business days of being in receipt of the results. Under no circumstances, shall the Contractor alter, edit, or change the results.

4.5 Time designations for Other General Services

The following time designations shall apply to Other General Services only and shall not apply to Grease Trap and Sediment Tank Regular Services.

- 4.5.A REGULAR HOURS shall be between the hours of 6:00 am and 6:00 pm (CST) Monday through Friday. Hourly rates for Regular Hours shall be in accordance with Section 0600, Bid Sheet.
- 4.5.B NON-REGULAR HOURS shall be between the hours of 6:01 pm and 5:59 am (CST) Monday through Friday, all day Saturday and Sunday, and Holidays.

**SCOPE OF WORK, SECTION 0500  
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IFB 8200-CRR0213**

Hourly rates for these Non-Regular Hours may be charged to ACCD up to 150% 'time and a half' of the Regular Hours.

- 4.5.C The Contractor shall not charge an overtime rate due to lack of available staff for services performed during Non-Regular Hours that were requested to be performed, or could reasonably be completed during Regular Hours.
- 4.6 All services provided to the City under this contract shall be billed upon completion of service and upon final acceptance by ACCD.
  - 4.6.A Contractor's invoice shall include applicable charges: detailed labor usage, estimates, Contractor's cost and percentage of mark-up as per bid sheet, equipment usage, shipping manifest, receipt from final destination and all copies of any other regulatory required documents. The Contractor's invoices shall include copies of Contractor's receipts or invoices for all parts used for verification.

**5.0 WARRANTY**

- 5.1 The Contractor will provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, parts and against faulty services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

**6.0 PERSONNEL UNIFORMS**

- 6.1 While performing work on City property, Contractor's personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

**7.0 TRANSPORTATION AND PARKING**

- 7.1 The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 7.2 There shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the bid rates listed on the Bid Sheet, Section 0600.

**8.0 SAFETY REQUIREMENTS**

The Contractor shall:

- 8.1.A Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 8.1.B Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 8.1.B.a The Contractor personnel shall wear appropriate personal protection equipment at all times.
- 8.1.B.b The Contractor personnel operating equipment shall be fully trained in the safe operation of the equipment.
- 8.1.B.c The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.
- 8.1.B.d The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 8.1.B.e The Contractor shall post safety warnings as necessary to ensure safe operations.
- 8.1.B.f Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.
- 8.1.B.g Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions during the course of performing services under this contract.
- 8.1.B.h Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, [https://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=1910](https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910)) as revised or amended from time to time.
- 8.1.B.i Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 8.1.B.j Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City within one (1) business day of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 8.1.B.k Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.
- 8.1.B.l Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

**9.0 SUSTAINABILITY**

- 9.1 The Contractor shall provide any details of any efforts made to minimize the harmful effects upon the environment as well as any economic and equitable attributes.
- 9.2 The City prefers the Contractor to:
  - 9.2.A Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;
  - 9.2.B Minimize environmental impacts such as water and air pollution;
  - 9.2.C Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment;
  - 9.2.D Support up cycling and recycling efforts as well as utilize products with high recycled content;
  - 9.2.E Reduce environmental impacts in production and distribution systems;
  - 9.2.F Support worker health, safety, and fair wages;
  - 9.2.G Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

**10.0 CONTRACT CLOSE-OUT**

- 10.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.
  - 10.1.A The Contractor shall submit its final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

**11.0 OMISSIONS**

- 11.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal (see 0600 bid sheet).



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: CRR0213**

**Addendum No: 1**

**Date of Addendum: 02/27/2017**

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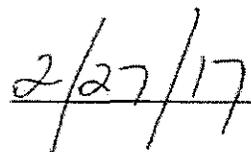
This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, March 7, 2017 at 2:00 pm.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Liz Lock, Buyer II  
Purchasing Office, 512-974-2034



ACKNOWLEDGED BY:

Paul Griffith

Name

  
Authorized Signature

02/27/2017

Date

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

**Section 0815: Living Wages Contractor Certification**

Company Name Liquid Environmental Solutions of Texas, LLC

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

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

Employee Name	Employee Job Title
Thomas Betts	Technician
Keith Palmer	Technician
Joanna Hoeft	Technician
Xavier Coronado	Technician
Martin Mejoral	Technician
Nick Lopez	Technician

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

pg. 2 Contd

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

Employee Name	Employee Job Title
Pronnie Minter	Technician
Guadalupe Adames	
Tobot Howard	
Victor Chavez	

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

**SOLICITATION NO:** CRR0213

**COMMODITY/SERVICE DESCRIPTION:** Grease Trap and Sediment Tanks Cleaning

**DATE ISSUED:** Monday February 13, 2017

**REQUISITION NO.:** 17010500192

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 91070

**LOCATION:** N/A

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

**BID DUE PRIOR TO:** Tuesday February 28, 2017 at 2:00pm

**BID OPENING TIME AND DATE:** Tuesday February 28, 2017 at 2:15pm

**Primary Contact:**

Claudia Rodriguez

Senior Buyer

**Phone:** (512) 974-3092

**E-Mail:** ClaudiaR.Rodriguez@austintexas.gov

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

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

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

**Secondary Contact:**

Liz Lock

Buyer II

**Phone:** (512) 974-2034

**E-Mail:** liz.lock@austintexas.gov

**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 # CRR0213	Purchasing Office-Response Enclosed for Solicitation # CRR0213
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (FLASH DRIVE/DISK) OF YOUR RESPONSE**

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

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

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	
0500	SPECIFICATION	
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

**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: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**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 Claudia Rodriquez via email at [ClaudiaR.Rodriquez@austintexs.gov](mailto:ClaudiaR.Rodriquez@austintexs.gov) (Primary) or Liz Lock via email at [Liz.Lock@austintexas.gov](mailto:Liz.Lock@austintexas.gov) (Secondary) at least five (5) business days before the solicitation close date.

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:

**CITY OF AUSTIN  
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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
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 two 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. **DELIVERY REQUIREMENTS:**

Location:

Austin Convention Center

500 East Cesar Chavez

Austin, TX 78701

Days:

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**CITY OF AUSTIN  
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- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be emailed to [ACCD.AcctsPayable@austintexas.gov](mailto:ACCD.AcctsPayable@austintexas.gov). Email is preferred, but invoices may also be mailed to the below address:

	City of Austin
Department	Austin Convention
Attn:	Accounts Payable
Address	500 East Cesar Chavez
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.

**7. 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.

**8. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

**CITY OF AUSTIN  
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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**9. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**10. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

**ACCD Contractor or SubContractor Access Requirements**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to

**CITY OF AUSTIN  
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enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

12. **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 five percent (5%) 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.
    - (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.

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- 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: CIU2010000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Installation, maintenance, and repair occupations	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-5	

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

13. **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.

14. **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:

Bryan Helford

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Phone: 512-404-4311

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Email: bryan.helford@austintexas.gov

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**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		
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

**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**

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

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

1. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
Authorized \_\_\_\_\_  
Signature \_\_\_\_\_  
  
Title \_\_\_\_\_

**Section 0815: Living Wages Contractor Certification**

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

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

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

Employee Name	Employee Job Title

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

**Section 0835: Non-Resident Bidder Provisions**

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

- 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: \_\_\_\_\_

- (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: \_\_\_\_\_ 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:	IFB CRR0213
PROJECT NAME:	Grease Trap and Sediment Tanks Cleaning

**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**

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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**

<b>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.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

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

SOLICITATION NUMBER:	IFB CRR0213
PROJECT NAME:	Grease Trap and Sediment Tanks Cleaning

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/>	No <input 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.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

<b>Sub-Contractor / Sub-Consultant</b>			
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			

<b>Sub-Contractor / Sub-Consultant</b>			
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** \_\_\_\_\_

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

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

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

10. **WORKFORCE**

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

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

12. **INVOICES:**

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

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13. **PAYMENT:**

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

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

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

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

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

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

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

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

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

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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

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**48. DISPUTE RESOLUTION:**

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor’s agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to Claudia Rodriquez via email at [ClaudiaR.Rodriquez@austintexs.gov](mailto:ClaudiaR.Rodriquez@austintexs.gov) (Primary) or Liz Lock via email at [Liz.Lock@austintexas.gov](mailto:Liz.Lock@austintexas.gov) (Secondary) at least five (5) business days before the solicitation close date.

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:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
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 two 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. **DELIVERY REQUIREMENTS:**

Location:

Austin Convention Center

500 East Cesar Chavez

Austin, TX 78701

Days:

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- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be emailed to [ACCD.AcctsPayable@austintexas.gov](mailto:ACCD.AcctsPayable@austintexas.gov). Email is preferred, but invoices may also be mailed to the below address:

	City of Austin
Department	Austin Convention
Attn:	Accounts Payable
Address	500 East Cesar Chavez
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.

**7. 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.

**8. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**9. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**10. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

**ACCD Contractor or SubContractor Access Requirements**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to

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enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

12. **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 five percent (5%) 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.
    - (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.

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- 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: CIU2010000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Installation, maintenance, and repair occupations	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-5	

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

13. **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.

14. **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:

Bryan Helford

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Phone: 512-404-4311

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Email: bryan.helford@austintexas.gov

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**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

**1.0 PURPOSE**

The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified Vendors (“Contractor”) who are licensed by the State of Texas to perform services to include removal, disposal, transportation, laboratory testing, repairing, cleaning, and other services related to grease traps and sediment tanks. These services shall be provided for the City of Austin, Convention Center Department (ACCD).

Services provided under this Contract are needed to ensure employee and public safety and to maintain compliance with all Local, State and Federal regulations for systems located within the responsibilities of ACCD.

ACCD is an enterprise department with a mission to provide exemplary customer service. The department maintains and operates the Austin Convention Center, Palmer Events Center, and three parking garages. ACCD has a variety of facilities and offers a variety of services to their clients. For more information, visit the following website: [www.austinconventioncenter.com](http://www.austinconventioncenter.com)

**2.0 CONTRACTOR'S QUALIFICATIONS**

- 2.1 The Contractor shall have a minimum of five (5) years of continuous experience prior to this solicitation in the removal, disposal, transportation, and cleaning of grease traps and sediment tanks. Experience shall be similar in size and scope to this Scope of Work. Proof of experience may be in the form of Contractor's references (current and previous) during the previous five-year period to this solicitation.
- 2.2 The Contractor shall maintain and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 2.3 The Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

**3.0 CONTRACTOR'S REQUIREMENTS**

3.1 General Requirements

The Contractor Shall:

- 3.1.A Furnish all equipment, materials/parts, personnel and labor, tools, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for proper execution and completion of services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The Contractor shall not charge ACCD any costs associated with providing or using any necessary equipment used while providing services under this Contract.
- 3.1.B Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to the services provided under this Contract.

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- 3.1.B.a Adhere to all OSHA, City and local codes, standards, rules and regulations concerning safety.
- 3.1.B.b Materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.
- 3.1.B.c In the event of conflict between this scope of work and any applicable codes, laws, or manufacturer's literature, the terms that are most favorable to ACCD shall prevail, unless otherwise determined and notified by ACCD. ACCD will notify the Contractor of ACCD's determination in writing.
- 3.1.C Ensure that all of its personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by ACCD.
- 3.1.D Ensure Contractor and its technicians shall all possess license(s) and/or certifications as required by the City of Austin, State of Texas, Federal agency or any other applicable regulatory agency requirements for these specific services. Copies of all Licenses, certificates required by any regulatory agency, both business and technician, shall be provided within five (5) business days of request by ACCD.
- 3.1.E While onsite, the Contractor and its employees shall remain in compliance with ACCD's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.
- 3.1.F Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
  - 3.1.F.a The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable or times out of the office, the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 3.1.G The Contractor shall schedule a meeting as determined and in conjunction with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.
- 3.1.H Understand that ACCD will have the right to require that the Contractor remove any employee whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without written consent from the Contract Manager or designee.

**SCOPE OF WORK, SECTION 0500  
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- 3.1.I Perform all steps reasonably necessary to protect ACCD/City property and persons from harm.
  - 3.1.I.a Be responsible for any, and all, damage to ACCD/City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
  - 3.1.I.b If damage occurs, Contractor shall notify the Contract Manager immediately.
  - 3.1.I.c Damages to ACCD/City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of ACCD/City by the Contractor, at no cost to the City. ACCD may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 3.1.J Understand that all work is subject to inspection and acceptance by the Contract Manger or designee.
- 3.1.K Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to ACCD representative's inspection and approval.
- 3.1.L Understand and agree that the scheduling of events take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD/City liable, financially or otherwise, if an alteration in the event schedule requires ACCD to reschedule services with the Contractor. ACCD will make every reasonable effort to immediately notify the Contractor of changes in the schedule which may have an impact on any other schedule agreed to by ACCD and the Contractor.
- 3.1.M Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to ACCD. The Contractor shall not store worn or defective parts on ACCD premises. The Contractor shall immediately remove worn/defective parts, materials, oils, solvents from ACCD premises as soon as each job is completed.
- 3.1.N Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. ACCD shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented or Contractor-owned equipment.

**4.0 SCOPE OF SERVICES**

Services provided under this Contract shall include, but are not limited to, the following.

4.1 Grease Trap and Sediment Tank Regular Services

**SCOPE OF WORK, SECTION 0500  
GREASE TRAP AND SEDIMENT TANK SERVICES  
IFB 8200-CRR0213**

- 4.1.A Upon arrival and departure from the premises, the Contractor's personnel shall report to the Security Control Center. Upon completion of service call to the facility, the Contractor's personnel shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep Contract Manager advised in writing of developments relating to the performance of this agreement.
- 4.1.B The Contractor shall meet with the Contract Manager or designee within two (2) weeks of the Contract award to develop and mutually agree upon the start of services.
- 4.1.C Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform grease trap and sediment tank regular services under this Contract between the hours of 11:00 pm and 6:00 am (CST). The Contractor shall be able to provide services for grease trap and sediment tank cleaning any day of the week (seven (7) days a week), including holidays. Services shall be billed per gallon of material removed.
- 4.1.D Grease Traps: Contractor shall make a minimum of six (6) service trips during the 12-month contract period; servicing each grease trap a minimum of one (1) time every two (2) months of last cleaning as coordinated with the Contract Manager or designee.
- 4.1.E Sediment Tanks: Services for sediment tanks will be on an as-needed basis and will be coordinated by the Contract Manager or designee.
- 4.1.F Under no circumstances shall the Contractor alter or change the cleaning schedule without prior written approval of the Contract Manager.
- 4.1.G Contractor shall inspect each grease trap and sediment tank for overall condition and verify that grease/sediments are not intruding into any sewer lines.
- 4.1.H Contractor shall remove all materials contained in grease traps or sediment tanks to prevent overflow or grease/sediment intrusion into any sewer lines.
- 4.1.I Contractor shall break up all solid material (non-grease waste) in traps and tanks and remove and dispose of in accordance with applicable regulations.
- 4.1.J Contractor shall clean grease traps and sediment tanks. Contractor shall apply a cleaning enzyme or agent after each service call to control odors and maintain a clean trap and tank.
- 4.1.K Contractor shall transport and dispose of all materials removed from grease traps and sediment tanks in accordance with Federal, State, EPA and local regulations. Contractor's invoice will be based on actual amount of materials removed.
- 4.1.L Contractor shall provide copies of all transport and disposal documentation. Examples of documentation are shipping manifests or disposal site receiver documents. Contractor shall submit all copies to the Contract Manager or designee within two weeks of completion of each service.

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- 4.1.M Contractor shall submit to the Contract Manager a report of services performed on the grease, oil/water tanks within 24 hours following each service visit. At minimum, the reports shall include an itemized listing of:
- Date and time service was performed.
  - Location of service.
  - Service detail.
  - Quantity of grease and/or solids removed from the tanks and traps.
  - Name of the person performing the service.
- 4.1.N ACCD reserves the right to request the Contractor to submit additional electronic reports related to the services provided under this Contract. The Contractor shall provide these reports within five (5) business days of request, or as mutually agreed upon by both parties.
- 4.1.O Contractor shall provide other services related to grease traps and sediment tanks which may not be specified in this contract, but can be billed at the rates specified on Section 0600, Bid Sheet.
- 4.1.P All services shall be scheduled as directed by the Contract Manager. All services will be approved by the Contract Manager in writing prior to start of work.

4.2 Urgent (Code Red) Services

- 4.2.A ACCD may require the Contractor to respond to urgent (“Code Red”) service requests. Code Red services shall be defined as services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of ACCD. ACCD shall have the sole and final authority in determining when services will be designated as Code Red.
- 4.2.B Code Red Services shall be available 24 hours per day, 365 days a year. Code Red Services for Grease Trap and Sediment Tank Regular Services shall be billed at the per gallon rate. Contractor may access a flat fee for any Code Red Services.
- 4.2.C Code Red Services for Other General Services shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, based on the time of day Code Red services are provided.
- 4.2.D For each request of Code Red services, ACCD will request services (each instance, a “Notification”) and Contractor shall respond/acknowledge to a Code Red request within 30 minutes and be onsite within four (4) hours.
- 4.2.D.a Response time shall be from the time the call is made to the time the Contractor’s personnel signs in with the Security Control Center.
- 4.2.E If applicable to the Code Red occurrence, the Contractor shall provide a complete Code Red cost estimate with an estimated completion time to the City within 24 hours of Notification. The Contract Manager or designee and Contractor may mutually agree that a verbal cost estimate for Code Red Services will meet the needs of the City.

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- 4.2.E.a If providing a verbal estimate, the Contractor shall provide the Contract Manager or designee, a summary of services provided within one (1) week. The summary shall include: date and time service was performed, location of service, description of service, quantity of grease and/or solids removed (if applicable), name of person performing the service.
- 4.2.E.b Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 4.2.F During Code Red services, all other provisions of this Contract shall apply.
- 4.2.G If additional services are required after the Code Red services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.
- 4.3 Other General Services
  - 4.3.A ACCD may require the Contractor to provide other general services on an as-needed basis. These services may include, but not be limited to, repair, condition assessment, or other services related to grease trap and sediment tanks.
  - 4.3.B Contractor shall respond to a job assignment or meet with the Contract Manager at the job site within 72 hours of notification of proposed project to discuss the project.
  - 4.3.C It shall be the full responsibility of the Contractor to visit and inspect the job locations prior to the submission of each estimate.
  - 4.3.D Submission of an estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.
  - 4.3.E For each job, a written estimate of the total cost of work for such project will be submitted to the Contract Manager not more than an additional 24 hours later, or as mutually agreed upon by both parties, and at no cost to the City. The Estimate for these services shall be in writing and shall include:
    - 4.3.E.a An estimate of the total cost of the work, including an itemized cost estimate with labor and parts (based on prices established in the Contract) needed to complete the services.
    - 4.3.E.b A description of services to be performed, including location.
    - 4.3.E.c A recommended schedule with a proposed start and finish date/timeframe.
  - 4.3.F The Contract Manager, or designee, will review the estimate and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by ACCD.

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- 4.3.G The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.
- 4.3.H If the Contract Manager or designee does not agree with the estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised estimate for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.
- 4.3.I Contractor shall complete the work within the time stated in the final estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.
- 4.3.J Work hours for services start when Contractor's personnel signs in to the work site. Travel time shall not be counted as labor hours.
- 4.3.K Contractor shall request additional time if the Contractor determines that the services being performed cannot be completed as specified in the estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.
- 4.3.L Contractor shall immediately provide any parts removed or replaced during services for verification purposes, if requested by the Contract Manager or designee.
- 4.3.M Any parts and materials used to perform services under this Contract shall be factory-new, free of defects in materials and workmanship, and meet or exceed the Original Equipment Manufacturer (OEM) specifications as approved by the City's Contract Manager or designee.
- 4.4 Laboratory Testing
  - 4.4.A Contractor shall provide Laboratory testing of sample materials removed from grease traps and sediment tanks and pits as requested by the City. Delivery date for laboratory testing shall be five (5) working days after notification from the Contract Manager or designee. The Contractor shall provide the results of the testing to ACCD within three (3) business days of being in receipt of the results. Under no circumstances, shall the Contractor alter, edit, or change the results.
- 4.5 Time designations for Other General Services

The following time designations shall apply to Other General Services only and shall not apply to Grease Trap and Sediment Tank Regular Services.

  - 4.5.A REGULAR HOURS shall be between the hours of 6:00 am and 6:00 pm (CST) Monday through Friday. Hourly rates for Regular Hours shall be in accordance with Section 0600, Bid Sheet.
  - 4.5.B NON-REGULAR HOURS shall be between the hours of 6:01 pm and 5:59 am (CST) Monday through Friday, all day Saturday and Sunday, and Holidays.

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Hourly rates for these Non-Regular Hours may be charged to ACCD up to 150% 'time and a half' of the Regular Hours.

- 4.5.C The Contractor shall not charge an overtime rate due to lack of available staff for services performed during Non-Regular Hours that were requested to be performed, or could reasonably be completed during Regular Hours.
- 4.6 All services provided to the City under this contract shall be billed upon completion of service and upon final acceptance by ACCD.
  - 4.6.A Contractor's invoice shall include applicable charges: detailed labor usage, estimates, Contractor's cost and percentage of mark-up as per bid sheet, equipment usage, shipping manifest, receipt from final destination and all copies of any other regulatory required documents. The Contractor's invoices shall include copies of Contractor's receipts or invoices for all parts used for verification.

**5.0 WARRANTY**

- 5.1 The Contractor will provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, parts and against faulty services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

**6.0 PERSONNEL UNIFORMS**

- 6.1 While performing work on City property, Contractor's personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

**7.0 TRANSPORTATION AND PARKING**

- 7.1 The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 7.2 There shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the bid rates listed on the Bid Sheet, Section 0600.

**8.0 SAFETY REQUIREMENTS**

The Contractor shall:

- 8.1.A Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 8.1.B Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

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- 8.1.B.a The Contractor personnel shall wear appropriate personal protection equipment at all times.
- 8.1.B.b The Contractor personnel operating equipment shall be fully trained in the safe operation of the equipment.
- 8.1.B.c The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.
- 8.1.B.d The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 8.1.B.e The Contractor shall post safety warnings as necessary to ensure safe operations.
- 8.1.B.f Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.
- 8.1.B.g Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions during the course of performing services under this contract.
- 8.1.B.h Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, [https://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDA&RDS&p\\_toc\\_level=1&p\\_keyvalue=1910](https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDA&RDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.
- 8.1.B.i Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 8.1.B.j Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City within one (1) business day of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 8.1.B.k Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.
- 8.1.B.l Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly

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comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

**9.0 SUSTAINABILITY**

9.1 The Contractor shall provide any details of any efforts made to minimize the harmful effects upon the environment as well as any economic and equitable attributes.

9.2 The City prefers the Contractor to:

9.2.A Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;

9.2.B Minimize environmental impacts such as water and air pollution;

9.2.C Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment;

9.2.D Support up cycling and recycling efforts as well as utilize products with high recycled content;

9.2.E Reduce environmental impacts in production and distribution systems;

9.2.F Support worker health, safety, and fair wages;

9.2.G Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

**10.0 CONTRACT CLOSE-OUT**

10.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

10.1.A The Contractor shall submit its final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

**11.0 OMISSIONS**

11.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal (see 0600 bid sheet).

**BID SHEET  
CITY OF AUSTIN  
AUSTIN CONVENTION CENTER DEPARTMENT  
GREASE TRAP AND SEDIMENT TANKS CLEANING**

**SOLICITATION NO.: CRR0213**

**BUYER: CLAUDIA RODRIQUEZ**

**Special Instructions:**

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

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

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the Bidder's bid.

**SECTION A - FEES FOR SERVICES**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Grease Trap and Sediment Tank Regular Services (Between the hours of 11:00 pm through 6:00 am (CST), and available seven (7) days a week, including holidays at no additional charge)	Per Gallon	110,000		\$0.00
2	Fee for removal of non-grease waste (sand, trash, dirt, etc.) on an as-needed basis	Per Gallon	2,000		\$0.00
3	Fee for Laboratory testing on an as needed basis	Per Test	5		\$0.00
4	Other General Services labor rate per hour for Regular Hours, 6:00 a.m. - 6:00 p.m., CST Monday through Fridays	Hourly	10		\$0.00
5	Other General Services labor rate per hour for Non-Regular Hours, 6:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% or 'time and a half' of Regular Hours)	Hourly	8		\$0.00

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6	Flat Fee for Code Red Services	Per Incident	3		\$0.00
<b>TOTAL</b>					<b>\$0.00</b>

**Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	SECTION B - DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
7	Other: (Bidder to Specify - may be \$ or % discount)	
8	Other: (Bidder to Specify - may be \$ or % discount)	