



Amendment No. 4  
to  
Contract No. GA140000096  
For  
Whelen Brand Parts and Accessories  
between  
GT Distributors, Inc. dba  
GT Distributors, Inc. - Austin  
and the  
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective June 30, 2017 the term for the extension option will be June 30, 2017 through June 29, 2018 and there are no options remaining.
- 2.0 The total contract amount is increased by \$80,000.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2013 – 06/29/2015	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 – Extension 06/30/2015 – 06/29/2016	\$80,000.00	\$160,000.00
Amendment No. 2 06/15/2016	\$25,000.00	\$185,000.00
Amendment No. 3: Option 2 – Extension 06/30/2016 – 06/29/2017	\$80,000.00	\$265,000.00
Amendment No. 4: Option 3 – Extension 06/30/2017 – 06/29/2018	\$80,000.00	\$345,000.00

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

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

Sign/Date: Peter Hernandez 4/18/2017

Printed Name: PETER HERNANDEZ  
Authorized Representative

GT Distributors, Inc. - Austin  
PO Box 16080  
Austin, TX 78761-6080

Sign/Date: Gil Zilkha 4/18/17

Printed Name: Gil Zilkha  
Authorized Representative

City of Austin  
Purchasing Office



Amendment No. 3  
of  
Contract No. GA140000096  
for  
Whelen Brand Parts and Accessories  
between  
GT Distributors, Inc. dba  
GT Distributors, Inc. - Austin  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 30, 2016 the term for the extension option will be June 30, 2016 to June 29, 2017 and there is one remaining option.
- 2.0 The total contract amount is increased by \$80,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/30/13 – 06/29/15	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 06/30/15– 06/29/16	\$80,000.00	\$160,000.00
Amendment No. 2 6/15/16	\$25,000.00	\$185,000.00
Amendment No. 3: Option 2 06/30/16– 06/29/17	\$80,000.00	\$265,000.00

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

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

Signature and Date: 6/16/2016

Printed Name: PETER HERNANDEZ  
Authorized Representative

Signature and Date:

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

GT Distributors, Inc. - Austin  
PO BOX 16080  
Austin, TX 78761-6080



Amendment No. 2  
Of  
Contract No. GA140000096  
For  
Whelen Brand Parts and Accessories  
Between  
GT Distributors, Inc. dba  
GT Distributors, Inc. - Austin  
And the  
City of Austin

- 1.0 The City hereby exercises an administrative increase for the above - referenced contract.
- 2.0 The total Contract amount is increased by \$25,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/30/2014 – 06/29/2015	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 06/30/15-06/29/16	\$80,000.00	\$160,000.00
Amendment No. 2: Administrative Increase	\$25,000.00	\$185,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date 6/16/2016

6/16/2016

Printed Name: PETER HERNANDEZ  
Authorized Representative

Signature & Date

6/16/16

Sandy Wirtanen, Senior Buyer  
City of Austin Purchasing Office

GT Distributors, Inc. – Austin  
PO BOX 16080  
Austin, TX 78761-6080



Amendment No. 1  
of  
Contract No. GA1400009~~86~~ *Rw*  
for  
Whelen Brand Parts and Accessories  
between  
GT Distributors, Inc. dba  
GT Distributors, Inc. - Austin  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 30, 2015 the term for the extension option will be June 30, 2015 to June 29, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$80,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/30/13 – 06/29/15	\$80,000.00	\$80,000.00
Amendment No. 1: Option 1 06/30/15– 06/29/16	\$80,000.00	\$160,000.00

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

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

Signature and Date: 6/18/2015

Printed Name: PETER HERNANDEZ  
Authorized Representative

Signature and Date:

Shawn Willett, Corporate Contract Compliance Manager  
IT Procurement  
City of Austin  
Purchasing Office

*for*

GT Distributors, Inc. - Austin  
PO BOX 16080  
Austin, TX 78761-6080



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

July 2<sup>nd</sup>, 2014

GT Distributors, Inc.  
Preston Wheelless  
P.O. Box 16080  
Austin, TX, 78761

Mr. Wheelless:

The Austin City Council approved the execution of a contract with your company for Annual Agreement for Whelen Brand Parts and Accessories in accordance with the referenced solicitation.

Responsible Department:	Wireless Office
Department Contact Person:	Arletha Guerrero
Department Contact Email Address:	Arletha.Guerrero@austintexas.gov
Department Contact Telephone:	(512) 927-3262
Project Name:	Annual Agreement for Whelen Brand Parts and Accessories
Contractor Name:	GT Distributors, Inc.
<b>Contract Number:</b>	<b>GA140000096</b>
Contract Period:	June 30, 2014 through June 29, 2015
Dollar Amount:	Not-to-exceed \$80,000 annually
Extension Options:	Three 12-month options
Requisition Number:	RQM-14012900179
Solicitation Number:	JXH0001
Agenda Item Number:	54
Council Approval Date:	June 26, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris  
Senior Buyer Specialist  
Purchasing Office  
Financial Services Department

cc: Arletha Guerrero, Business System Analyst

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND**

**GT Distributors, INC. ("Contractor")  
for  
Whelen Brand Parts and Accessories  
GA140000096**

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 GT Distributors, Inc. having offices at P.O. Box 16080 Austin, Texas 78761 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("June 26, 2014").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JXH0001.

**This Contract is composed of the following documents:**

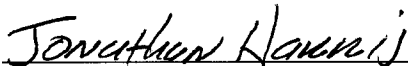
- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation For Bid (IFB), JXH0001 including all documents incorporated by reference
- 1.1.3 GT Distributors, Inc. Offer, dated March 26, 2014 including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This Contract
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to three 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 **Delivery.** The Contractor shall deliver Whelen Brand Parts and Accessories specified in the Solicitation within 3 calendar days after the order is placed, 3 calendar days after receipt of order either verbally or in writing.

- 1.5 **Compensation.** The Contractor shall be paid a total not to exceed amount of \$80,000 annually for the initial Contract term and \$80,000 for each extension option as indicated in the Supplemental Purchase Provisions Section 0400. Payment shall be made as indicated in the Solicitation after acceptance of the goods and/or services.
- 1.6 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

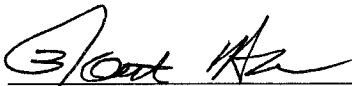
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended,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

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

**CITY OF AUSTIN**



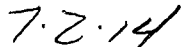
Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:



Date:



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

**SOLICITATION NO:** JXH0001

**DATE ISSUED:** March 10, 2014

**REQUISITION NO.:** RQM-14012900179

**COMMODITY CODE:** 0555444

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

Jonathan Harris

Senior Buyer Specialist

**Phone:** (512) 974-1771

**E-Mail:** Jonathan.Harris@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Annual Agreement for  
Whelen Brand Parts and Accessories

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

**LOCATION:** N/A

**BID DUE PRIOR TO:** 2:00 PM on March 26, 2014

**BID OPENING TIME AND DATE:** 2:15 PM on March 26, 2014

**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/departments/bid-opening-webinars>

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

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

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

The Vendor agrees, if this Offer is accepted within 150 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 OF YOUR RESPONSE**

Solicitation No. IFB JXH0001



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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

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

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

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

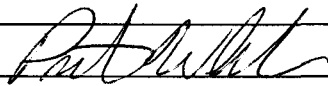
**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: GT Distributors, INC

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Preston Wheelless

Title: Bid & Contract Manager

Signature of Officer or Authorized Representative: 

Date: 3/25/2014

Email Address: sales@gtdist.com

Phone Number : 800-252-8310

**\* 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  
JXH0001**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: jonathan.harris@austintexas.gov or via fax at (512) 974-2388

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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
JXH0001**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twelve months and may be extended thereafter for up to three additional twelve 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 twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **CONTRACT AWARD:** This contract will be awarded in an estimated amount not to exceed \$80,000 annually.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
JXH0001**

**6. DELIVERY REQUIREMENTS:**

Location:

City of Austin Wireless Office

1006 Smith Road

Austin, Texas 78721

Days:

Monday-Friday 7:30 AM – 4:30 PM

- A. Delivery is to be made within 3 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Wireless Office
Attn:	Arletha Guerrero
Address	1006 Smith Road
City, State Zip Code	Austin, Texas 78721

- 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.

**8. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
JXH0001**

**9. 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.

**10. 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 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.

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
JXH0001**

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

**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 ten percent (10%) 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.
  - 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:**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
JXH0001**

Weight % or \$ of Base Price: 100	
Database Name: Producer Price Index - Commodities	
Series ID: WPUSI093011	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Machinery and Motive products	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Parts bid line 1-20	

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

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

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

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

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.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Arletha Guerrero

Wireless Communications Service Division

Arletha.Guerrero@austintexas.gov

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



**City of Austin  
Specifications for  
WHELEN BRAND PARTS AND ACCESSORIES  
JXH0001**

**1. PURPOSE**

This Invitation for Bid (IFB) is to establish a contract for the purchase of Whelen Brand Parts and Accessories. A contract will be awarded to provide Whelen Brand Parts and Accessories on an as-needed basis as stipulated in this solicitation.

The contract will be utilized by the City of Austin Wireless Office (WCSD). The City reserves the right to allow other City Department to utilize the contract.

**2. BACKGROUND**

The City of Austin Wireless Communications Services Division Office (WCSD) installs and maintains mobile lighting and signaling equipment for City of Austin (COA) departments and external agencies. This solicitation will allow WCSD to purchase and install mobile lighting and signaling equipment in a timely manner.

**3. VENDOR QUALIFICATIONS**

2.1 The vendor shall be an authorized reseller of Whelen brand parts and accessories which provides the City of Austin the best value based on the criteria established in this solicitation. Proof of reseller authorization shall be provided upon request.

2.2 The Vendor shall provide the following information as part of the bid requirement:

References from a minimum of three (3) customers including governmental agencies with experience. Include names of companies, names of individuals to contact, and telephone numbers. See section 0700 for Reference Sheet.

**4. PRICING REQUIREMENTS**

4.1 The discount offered shall apply to all Whelen brand parts and accessories except for the 20 items identified in Section 0600 Bid Sheet for which pricing shall be as offered as part of the bid.

4.2 The discount percentage for all Whelen brand parts and accessories shall remain in effect throughout the life of the contract.

4.3 Substitution of parts other than Whelen brand parts and accessories are not allowed.

## 5. ONLINE ORDERING

The selected vendor shall have an online ordering system for Whelen brand parts and accessories. The online ordering system shall include the following functionality.

- 5.1 Administrative rights to manage users and access levels for online ordering.
- 5.2 The ability to have 15 users with varying degrees of administrative and read only access levels using the online ordering system.
- 5.3 Orders can be entered via part numbers or browsing an online catalog.
- 5.4 The online catalog shall display the part number, list price, discounted price and availability.
- 5.5 Emails shall be sent to confirm order placement and will include the items listed in 5.4 along with an estimated ship date.
- 5.6 Ability to set alerts to email customer upon shipment.
- 5.7 Orders in process can be saved for completion at a later date.
- 5.8 View List Price – Allows the user to view list (suggested retail) cost on items.
- 5.9 View Discounted Prices – This allows the user to view discounted (dealer) cost on items.
- 5.10 Add products to a reusable shopping list which can be used multiple times for order placement.
- 5.11 The vendor shall verify online the validity of the part numbers prior to completing the order including model options, descriptions, and pricing.
- 5.12 Add to Cart feature to add products to a cart so that part number can be viewed and configured as well as allowing the user to print, save or email a cart before placing the order.
- 5.13 Browse Catalog functionality and view based on user authorization level.
- 5.14 Provide an order status that will include Customer Purchase Order Number, an estimated shipping date, actual ship date and tracking number.

**CITY OF AUSTIN  
WIRELESS COMMUNICATION SERVICES DEPARTMENT  
BID SHEET  
WHELEN BRAND PARTS AND ACCESSORIES**

**IFB No:** JXH0001

**DATE:** March 26, 2014

**BUYER:** Jonathan Harris

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Listed below is a sampling of the most commonly ordered items. This list does not include all the equipment items that the City may require. A price list and discount or markup from Manufacturer's Suggested Retail Price (MSRP) must be quoted for the entire catalog.

ITEM NO.	City Model No.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Liberty Lightbar Model: SB4**** 43	Liberty Lightbar SB Single Color Series: Four extra high intensity single color extended corner Linear-LED modules, optional DUO color inboard modules. Model: SB4**** 43"	2	EA	\$1,138.19	\$2,276.38
2	Liberty Lightbar Model: SB8**** 48"	Liberty Lightbar SB Single Color Series: Four extra high intensity single color extended corner Linear-LED modules, optional DUO color inboard modules. Model: SB8**** 48"	2	EA	\$1,138.19	\$2,276.38
3	Liberty Lightbar Model: SB2**** 54"	Liberty Lightbar SB Single Color Series: Four extra high intensity single color extended corner Linear-LED modules, optional DUO color inboard modules. Model: SB2**** 54"	2	EA	\$1,138.19	\$2,276.38
4	Mini LFL Liberty Lightbar Model: LT2**** Series	Mini LFL Liberty Lightbar Single Color Series: with extra high intensity single color extended corner Linear-LED modules. Model: LT2**** Series	2	EA	\$729.38	\$1,458.76
5	P36SLC	PAR-36 Super-LED lights are a drop-in replacement for Halogen lamps. 12/24 VDC spot/flood combination. 6 diode producing 500 usable lumens.	25	EA	\$101.92	\$2,548.00
6	L22 Series Super-LED Encapsulated Beacon (Amber)	L22 Series Super-LED®, Encapsulated Beacon, Class 2 (Amber) - Polycarbonate Base Perm/Pipe Mount, High Dome.	25	EA	\$104.12	\$2,603.00

**CITY OF AUSTIN  
WIRELESS COMMUNICATION SERVICES DEPARTMENT  
BID SHEET  
WHELEN BRAND PARTS AND ACCESSORIES**

7	60CREGCS	12 Diode Interior Light, Split White/Red, 6" Round Surface Mount, Includes Switches. 12 or 24 VDC.	50	EA	\$107.40	\$5,370.00
8	UHF2150A	Headlight/Grille Light Flasher with 4 Flash Patterns for Positive or Negative Headlight Switching (not for Chevy Impala).	100	EA	\$36.71	\$3,671.00
9	SSFPOS	100% Solid-State, Headlight/Grille Light Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns, For Positive Switching Headlights (Replaces SSF2150).	100	EA	\$41.64	\$4,164.00
10	TA1652L	Traffic Advisor, Arrow Head Style, 500 Series, 16 LED Lamps, One Piece.	5	EA	\$1,203.40	\$6,017.00
11	TACTRL3A	Control Head Only for Sixteen Lamp Halogen/LED Light Array, Non Diagnostix™, Meets Federal Standards.	1	EA	\$220.29	\$220.29
12	TAM83**	Eight Lamp TIR3™ Super-LED® Traffic Advisor™, 30.36" Long, with Two End Flashing LEDs, Blue, Red and/or Amber.	5	EA	\$476.76	\$2,383.80
13	TACTLD1	Control Head Only for Five to Eight Lamp LED Traffic Advisors ONLY, Includes Remote Flash Control and End Lamp Enable/Disable Feature.	1	EA	\$220.29	\$220.29
14	WPA3BM	Full Function Control Head with Waterproof Switches and Microphone Jack, 20' Cable, Bail Mount (Marine).	3	EA	\$267.97	\$803.91
15	WPA112	Waterproof Siren Amplifier, For a Single 100 Watt Speaker.	3	EA	\$240.57	\$721.71
16	4V3*	V-Series™, Combination 180° Warning, Take Down and Puddle Light Combination with Scan-Lock™ Warning Flash Patterns, Red, Blue, Amber or White Warning.	6	EA	\$218.65	\$1,311.90
17	5V3*	V-Series™, Combination 180° Warning, Take Down and Puddle Light Combination with Scan-Lock™ Warning Flash Patterns, Red, Blue, Amber or White Warning.	6	EA	\$163.85	\$983.10
18	6RB*	600 Series Super-LED® Lightheads. ROTA-BEAM™, Blue, Red or White, Color Lens.	6	EA	\$218.65	\$1,311.90
19	6RBA	600 Series Super-LED® Lightheads. ROTA-BEAM™, Amber, Color Lens.	6	EA	\$246.05	\$1,476.30
20	IONSV3*	Surface Mount ION, Red, Blue, Amber or White Warning, Black Housing.	6	EA	\$141.93	\$851.58

CITY OF AUSTIN  
WIRELESS COMMUNICATION SERVICES DEPARTMENT  
BID SHEET  
WHELEN BRAND PARTS AND ACCESSORIES

DISCOUNT OR MARK-UP FROM MSRP FOR ALL OTHER ITEMS NOT  
LISTED 45.2 %

Indicate if  
percentage is:  
☒ Discount  
☐ Mark-up

BID TOTAL

\$42,945.68

Note: Bid Total is for evaluation purposes only, contract award amount will be made as per section 0400

\*Delivery is to be FOB Destination, Freight Prepaid and allowed. Bid should be all inclusive including any charges for standard freight.

DELIVERY METHOD: Common Carrier

COMPANY NAME: GT Distributors, INC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Preston Wheelless

EMAIL ADDRESS: sales@gtdist.com

**Section 0605: Local Business Presence Identification**

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

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

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

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

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name GT Distributors, INC

1. Company's Name Amarillo Police Department  
Name and Title of Contact Varies  
Present Address 800 East 23rd St.  
City, State, Zip Code Amarillo, TX 79101  
Telephone Number ( 806 ) 378-9482 Fax Number ( 806 ) 378-6068  
Email Address gloria.carlile@amarillo.gov

2. Company's Name Arlington Police Department  
Name and Title of Contact Varies  
Present Address 620 West Division St.  
City, State, Zip Code Arlington, TX 76011  
Telephone Number ( 817 ) 459-5704 Fax Number ( 817 ) 459-6116  
Email Address elaine.victoria@arlingtontx.gov

3. Company's Name Sugar Land Police Department  
Name and Title of Contact Varies  
Present Address 1200 Highway 6 South  
City, State, Zip Code Sugar Land, TX 77478  
Telephone Number ( 281 ) 275-2500 Fax Number ( 281 ) 275-2645  
Email Address lmejorado@sugarlandtx.gov

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

Company Name GT Distributors, INC

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

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

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

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





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

FROM: Jonathan Harris, Senior Buyer Specialist

DATE: February 27, 2014

SUBJECT: Approval to use Zero Goals for Solicitation No. JXH0001

Project Name: Whelen Brand parts and accessories

Commodity Code(s): 0555444

Estimated Value: \$80,000 annually

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

  X   No Goals (Goal of 0%)

This determination is based on the following reasons:

This is a commodity purchase with no service components for any potential subcontracting.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at (512) 974-1771

\_\_\_\_\_ Approval is hereby granted to use the above Goals.

\_\_\_\_\_ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

b. Subgoals \_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic

\_\_\_\_\_ % Native/Asian American \_\_\_\_\_ % WBE

This determination is based on the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Veronica Lara, Director

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

cc: Lorena Resendez, DSMBR  
Lynda Thorpe, Purchasing