ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: IFB RWS0103 **Addendum No.: 2** **Date of Addendum: July 20, 2017**

This addendum incorporates the following changes to the above-referenced solicitation:

The City hereby has cancelled the above-referenced solicitation for Temporary Boarding and Fencing Services for updating of requirements and re-bid of the services. Please contact Roger Stricklin at (512) 974-1727 for questions or further information.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced solicitation.

APPROVED BY: _____ 07/20/2017

Roger Stricklin, Contract Management Specialist IV Date
Purchasing Office, (512) 974-1727

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RWS0103 **Addendum No: 1** **Date of Addendum: June 6, 2017**

This addendum incorporates the following questions and answers to the above-referenced solicitation.

I. Questions and Answers:

1. (Q) Are the contract details from the previous time this solicitation was awarded public information?
   (A) Please use the following link to view the contract file:

   https://www.austintexas.gov/financeonline/contract_catalog/index.cfm

   Enter the Master Agreement number of the current contract, NA110000129, in the Search Contract Catalog field. On the next page, click on the magnifying glass icon under Search Results, then click on "View Contract."

2. (Q) Are MBE/WBE businesses taken into account when awarding the bid?
   (A) The scope of work for this solicitation was reviewed by the City's Small and Minority Business Resources Department and no subcontracting goals were assigned. However, Sections 0900 and 0905 (if applicable) of this solicitation must be completed and returned with Bids.

3. (Q) How does the bid selection process work and who chooses the bid? Is the bid based solely on price if all other qualifications are met?
   (A) Any contract resulting from this solicitation will be awarded to the lowest responsive and responsible Bidder.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 06/06/2017
Roger Stricklin, Contract Management Specialist IV Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor 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.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: RWS0103

DATE ISSUED: May 29, 2017

REQUISITION NO.: RQM 1600-17041700434

COMMODITY CODE: 98136

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

Primary Contact

Roger Stricklin
Contract Management Specialist IV

Phone: (512) 974-1727
E-Mail: Roger.Stricklin@austintexas.gov

Secondary Contact

Sandy Wirtanen
Procurement Specialist III

Phone: (512) 974-7711
E-Mail: Sandy.Wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Temporary Fencing and Boarding Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: June 20, 2017, 2:00 PM Central Time

BID OPENING TIME AND DATE: June 20, 2017, 3:00 PM Central Time

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

LIVE BID OPENING ONLINE:

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

http://www.austintexas.gov/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 # RWS0103	Purchasing Office-Response Enclosed for Solicitation # RWS0103
P.O. Box 1088	124 W 8th 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 SIGNED HARD-COPY ORIGINAL AND ONE ELECTRONIC COPY (FLASH DRIVE) OF YOUR RESPONSE

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	9
0600	BID SHEET – Must be completed and returned with Offer	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete and return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract

award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

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 the Purchasing Office no later than 3:00 PM on the date one week prior to the bid opening 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:

(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 (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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

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

Invoices shall be mailed to the below addresses:

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

Department	Austin Resource Recovery (ARR)
Attn:	ARR Accounts Payable
Email address	ARR.AP@austintexas.gov

Department	Parks and Recreation
Attn:	Accounts Payable
Address	200 S. Lamar
City, State Zip Code	Austin, TX 78704
Email address	pardacccountspayable@austintexas.gov

Department	Austin Police Department
Attn:	Accounts Payable
Address	P. O. Box 1629
City, State Zip Code	Austin, TX 78767
Email address	APDAccountsPayable@austintexas.gov

Department	Austin Code
Attn:	Kimberly Williams
Email Address	finance@austintexas.gov

Department	Austin-Travis County EMS
Attn:	Accounts Payable
Address	P. O. Box 1088
City, State Zip Code	Austin, TX 78767

Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd.
City, State Zip Code	Austin, TX 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.

6. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **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.

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.

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

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

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

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

A. Access to any City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in at the security desk when entering or leaving the City's building and security badges (if required) must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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:**

Weight % or $ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SA0	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: CPI-U: All Items for All Urban Consumers	
This Index shall apply to the following items of the Bid Sheet: All	

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

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

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

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

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Department: Building Services Department

Name: Mark Northcutt

Email: Mark.Northcutt@austintexas.gov

Phone: 512-974-3972

Department: Austin Resource Recovery (ARR)

Name: Jonathan Mays

Email: Jonathan.Mays@austintexas.gov

Phone: 512-974-3050

Department: Parks and Recreation

Name: Ricardo Soliz

Email: Ricardo.Soliz@austintexas.gov

Phone: 512-974-6712

Department: Austin Police Department

Name: Albert Banda

Email: Alberto.Banda@austintexas.gov

Phone: 512 974-5273

Department: Austin Code (South and West areas)

Name: Elaine Garrett

Email: Elaine.Garrett2@austintexas.gov

Phone: 512-974-1991

Department: Austin Code (North and East areas)

Name: Anthony McBryde

Email: Anthony.McBryde@austintexas.gov

Phone: 512-974-3592

Department: Austin-Travis County EMS

Name: William Alderete

Email: William.Alderete@austintexas.gov

Phone: 512-978-0485

Department: Austin Fire Department

Name: Karen Bitzer

Email: Karen.Bitzer@austintexas.gov

Phone: 512-974-4131

*Note: The above listed Department 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.

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 compliant, 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 filling. 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 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER:
SOLICITATION TITLE:

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	☐ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

_____ _____

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

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:
SOLICITATION TITLE:

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:
SOLICITATION TITLE:

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:
SOLICITATION TITLE:

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

CITY OF AUSTIN
SCOPE OF WORK
TEMPORARY FENCING AND BOARDING
FOR SUBSTANDARD AND/OR DANGEROUS BUILDINGS/STRUCTURES
SOLICITATION NUMBER: IFB RWS0103

1.0 SCOPE

This specification sets forth the minimum requirements for the rental of Emergency Closure Temporary Fencing, and Boarding and Securing services for Substandard and/or Dangerous Buildings/Structures. These services shall be provided for the following City of Austin departments: Austin Code, Austin Water, Parks and Recreation Department, Austin Police Department, Emergency Medical Service Department, Austin Fire Department, Building Services Department and other departments as may be required. The City of Austin, hereinafter referred to as "City," seeks qualified contractors, hereinafter referred to as "Contractor," desiring to perform this service.

2.0 CONTRACTOR REQUIREMENTS

2.1 Staffing: The Contractor shall provide sufficient personnel to meet the requirements of this specification. The Contractor is to maintain an adequate number of employees to satisfactorily perform the work on this contract. The Contractor shall only use trained persons directly employed and supervised by the Contractor.

2.2 Experience: The Contractor shall have a minimum of three (3) years of experience with references in the services to be provided as detailed in Section 0600.

2.3 Uniform: The Contractor's staff shall wear clothing suitable for the work site. The uniform shall be the Contractor's standard issue and shall include a work shirt with the Contractor's logo. The Contractor's staff shall wear, as appropriate, shoes that are safe for the work being performed and any other apparel or gear as may be required to safely perform the work.

2.4 Tools, Equipment and Supplies: The Contractor shall furnish tools, equipment, vehicles, disposable items, and any other items required to perform the services as described in this specification. The Contractor shall be solely responsible for the security of Contractor's equipment and supplies.

2.5 Recycling: Contractor shall recycle all materials that are damaged or will not be reused. This contract shall not create any waste to that will be deposited in area landfills, and the City shall not be required to pay any tipping fees.

2.6 Work Area: The Contractor shall maintain a neat and orderly working environment to ensure the safety of the Contractor's employees, City's employees and members of the general public. Contractor shall remove from work premises any debris, used parts, packaging, and other items no longer needed.

2.7 Point of Contact: The Contractor shall designate a Point of Contact who shall be available and on-call 24 hours a day, including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for the person serving in this capacity. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). TELEPHONE ANSWERING MACHINES ARE NOT AN ACCEPTABLE ALTERNATIVE TO REQUIREMENTS OF THIS PARAGRAPH.

3.0 WORK PERFORMANCE REQUIREMENTS

3.1 Performance Expectation for Temporary Fencing:

3.1.1 Contractor shall provide delivery and all labor for installation of chain link fence

panels, and gates as outlined herein, which shall be governed by this specification. Contractor's bid prices shall cover all costs, including, but not limited to, delivery, installation, monthly rental rate per linear foot, signage, maintenance, disassembly, and removal.

3.1.2 Contractor shall provide sandbags, fence stands, wire, and all accessories needed to install and secure fences.

3.1.3 Contractor shall provide 6-foot (height) by 15-foot (length) chain link fencing panels and all materials to provide perimeter fencing for a designated area around a building/structure or property.

3.1.4 If requested, Contractor shall install walk-through gate(s) in the size range designated from 36" to 48" width, matching the height of installed fence. Installation shall include posts and all necessary hardware.

3.1.5 Contractor shall provide plastic, weather resistant 'NO TRESPASSING' signs (minimum size 14" x 10") to be installed on each side of the perimeter fencing in a manner that is clearly visible to pedestrian and/or street traffic.

3.1.6 The City may request to inspect samples of Bidder's temporary fence material if deemed necessary for proper evaluation.

3.1.7 The typical rental period for temporary fencing under this agreement is six (6) months, but rental periods could vary depending upon individual circumstances at each location. Rental shall be on a month-to-month basis; however, the base rental fee due to the Contractor will be for one month (30 days). Beyond the one-month base period, the rental fee for any period less than one month shall be prorated on a per day basis. If City wishes to extend the rental period beyond the original term quoted by Contractor ("re-rental"), the re-rental shall be quoted by Contractor in increments as requested by City (for example, three months). The re-rental quote shall be based on the linear footage of temporary fencing in place at the beginning of the re-rental period.

3.1.8 All fencing shall be erected at the address provided by the Department Contract Manager (DCM) or designee on the work request, in order to secure the perimeter around substandard and/or dangerous building/structures and/or property.

3.1.9 All connecting panels shall be secured in a manner to prevent trespassing.

3.1.10 Gates are not required unless specifically requested (see section 3.1.4).

3.1.11 Notification to Contractor to disassemble and remove fencing will be made by email or phone from the DCM or designee. Disassembly and removal of fencing shall be initiated within 48 hours after the request is made. Date of removal shall be noted on final invoice.

3.1.12 Non-emergency work performed at a designated property shall be initiated within forty-eight (48) hours from the time of request by the DCM or designee. All work shall be completed within eight (8) hours of arrival at the location. Failure to complete the work in the specified time may result in termination of this contract.

3.1.13 Notification for emergency work shall be made by telephone by the DCM or designee. Emergency work performed at a designated property shall be initiated within four (4) hours after the time of the request. All emergency work shall be completed within eight (8) hours of arrival at the location.

3.1.14 Emergency repair on existing temporary fencing shall be initiated within forty-eight (48) hours from the time of request by the DCM or designee. Contractor shall provide a flat fee cost per occurrence, including one hour of labor, for emergency on-call maintenance and/or repair.

3.1.15 All labor, equipment, materials, and travel costs shall be included in the 'per linear foot' price on the Bid Sheet.

3.2 Performance Expectation for Boarding:

3.2.1 Work performance shall include boarding of structures and framing openings.

3.2.2 All work shall be governed by the specifications indicated in Attachment A. All work will be approved by the DCM or designee.

3.2.3 In the event that an opening of a structure is lacking a frame sufficient to hold screws or nails, the Contractor shall first construct a frame and secure it to the opening prior to boarding.

3.2.4 **Contractor shall be onsite to secure the building within 45 minutes of notification. If there are circumstances beyond the Contractor's control, such as heavy traffic, the Contractor shall notify the DCM or designee of the delay immediately. Contractor shall not leave the residence/business until it is secured. Contractor shall be available to provide services 24 hours/day, seven days/week, including holidays.**

3.2.5 In the event that a service call is cancelled by the City prior to the Contractor starting work, the Contractor can invoice the City for a cancellation fee as indicated on the Bid Sheet.

3.2.6 Repeated failure to respond to service requests in the times specified herein without notification to the DCM or designee may result in termination of the Contract.

4.0 RENTAL OF OTHER FENCING MATERIALS

Although the majority of fencing expected to be rented under this contract is the chain-link fencing panel variety that is specified in section 3.1.3, the City reserves the right to rent other temporary fencing and barricade material for safety, traffic control, or crowd control purposes.

The alternate types of fencing material include, but are not limited to, interlocking portable plastic barricades that are filled with sand or water, as well as galvanized-steel crowd control barricades. Contractor shall be responsible for filling the barricades with sand or water as applicable.

5.0 GENERAL REQUIREMENTS

5.1 The Contractor shall familiarize themselves with the nature and extent of work to be performed by inspecting the job locations. This includes any local conditions that may affect the scope of

the work, equipment, materials, and labor required. Material costs shall be in accordance with the percent markup offered.

5.2 All work shall be governed by these specifications and must be approved by and coordinated with the DCM or designee. The Contractor shall not install any additional quantities without the DCM's or designee's prior authorization. Invoices shall only be for agreed-upon quantities.

5.3 The Contractor shall immediately notify the DCM or designee in writing of any discrepancies in quantities requested or quantities needed to complete the services or any other issues or problems that arise while performing the services.

5.4 The Contractor shall provide proof of all labor and material charges during the term of the contract. Satisfactory proof of labor charges shall include copies of employee timesheets as well as company payroll records supported by bank statements. These documents shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include dated copies of suppliers' invoices, itemized by line item, used in each temporary fencing and/or boarding job performed for the City.

5.5 The Contractor is to maintain an office and/or commercial facility, suitable for conducting business, within a twenty-five (25) mile radius of the Austin Central Business District (downtown).

5.6 Upon arrival and departure from the premises, the Contractor's service representative shall report to the DCM or designee. Upon completion of service call to the facility, Contractor's representative shall provide in writing a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep the DCM or designee advised of developments relating to the performance of this agreement.

5.7 The Contractor shall notify the DCM or designee within 24 hours if injury and/or damages occur on the premises. In the event of injuries and/or damages, the Contractor shall submit a written report to the DCM or designee detailing the circumstances surrounding the incident. The report shall describe the cause of the incident, the extent of injury or damage, where material damage occurred, and actions taken to mitigate or correct the situation. The City is not liable for any injuries and/or damages that occur related to the services provided by the Contractor.

5.8 If the Contractor wishes to claim any charges for damaged and/or missing fencing or other material, it shall immediately notify the DCM or designee by telephone and follow-up in writing. The DCM or designee will either a) arrange to meet the Contractor on site to confirm the damaged or missing fencing or materials; or b) request the Contractor to take photos of the damaged fencing or materials and immediately provide the photos to the DCM or designee as evidence. In the case the DCM or designee cannot meet the Contractor on site to verify missing fencing or materials, Contractor shall photograph area designated for pick up and provide in writing a list of missing fencing and materials. If the DCM or designee cannot be reached, the Contractor shall take photos of the damage and send the photos and written notification to the DCM or designee within 24 hours after the damage occurred.

6.0 CITY RESPONSIBILITIES

6.1 The DCM or designee will provide the Contractor a specific project name and project identification (ID) with each written request for services. The Contractor shall use this project name and project ID in all correspondence and invoicing.

6.2 The DCM or designee will, within 24 to 48 hours prior to scheduled services, send the Contractor written acceptance and confirmation of the time and location of the services to be performed.

7.0 COMPLIANCE WITH ALL LAWS

All of the Contractor's operations shall be performed to comply with all Federal, State, and City of Austin laws and regulations.

8.0 OMISSIONS

It is the intention of this specification to acquire complete services for temporary fencing and/or boarding for unsafe properties or abandoned structures. Any service or services omitted from this specification which are clearly necessary for the complete operation of this service shall be considered a requirement, although not directly specified or called for in the specification.

ATTACHMENT A

SCOPE OF WORK
FORCED ENTRY SECURITY BOARDING SERVICES

MATERIALS

* ½" (MINIMUM) EXTERIOR GRADE PLYWOOD
* 1½" (MINIMUM) FULL-THREADED WOOD SCREWS
* 1" x 4" random length lumber, when needed
* 3/8" (random length) carriage bolts, washers, & nuts
* 2" x 4" (2" x 3" is acceptable) random length construction grade lumber

GENERAL INFORMATION

1. All windows, doors and designated openings indicated by the City shall be secured against trespass and from the weather elements, which may include floors above ground level.

2. All openings shall be covered with a single piece of plywood except for sliding glass patio doors and larger windows (see below).

3. Openings larger than 4" x 8" (standard size plywood sheet) may require additional framing to achieve a secure closure.

4. Any window or door screen that is removed shall be left inside the structure.

5. On multi-story structures, boarding should only occur on the first story openings unless otherwise directed by the City.

6. Alternate boarding and securing methods must be approved by the City prior to starting the work.

7. Measurement discrepancies or disagreements shall be resolved with the Contract Manager or designated City representative prior to starting the work.

8. The Contractor shall supply all tools, equipment and materials as well as remove all excess boarding materials upon completion of the work.

STANDARD BOARDING/SECURING PROCEDURES

1. All windows, doors and designated openings shall be covered with plywood, which is fastened with wood screws 6" on center.

2. Wherever possible, secure the plywood by screwing into the wood around the openings penetrating to the solid wood beneath; i.e., window trim, siding, studs, headers, etc.

3. To cover sliding glass patio doors and larger windows (such as picture windows), two pieces of plywood supported at the joint with a single 1" x 4" board securely attached in place with wood screws shall be required.

FRAMING AND ALTERNATE BOARD/SECURE GUIDELINES

1. 2 x 4 framing members shall be attached to openings in order to achieve adequate base for fastening plywood to unsecured openings.

2. 2 x 4 framing members shall be securely attached to the structure with appropriate nails or screws to achieve adequate framing base.
   * Concrete nails or screws for masonry or concrete construction.
   * Framing nails or screws for wood-frame construction.

3. Where framing is necessary to create a "wall" frame for attachment of plywood, (Ex. garage doors), 2 x 4 wood framing members shall be used to create top and bottom plates. 2 x 4 vertical wood framing members shall be attached to top and bottom plates at (2) foot intervals.

   * Appropriate sized nuts, bolts, and washers may be utilized to clamp plywood where nails and/or screws are effective.

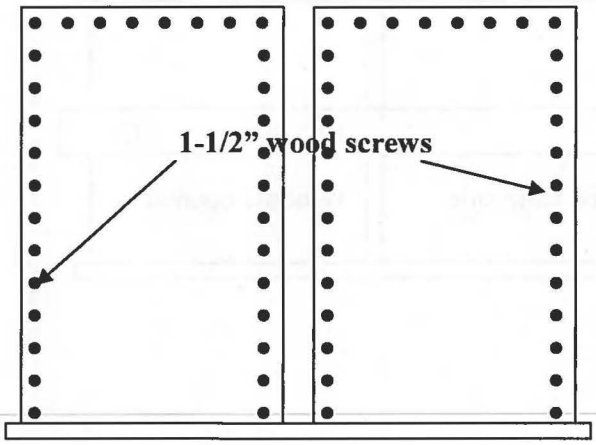
4. **After framing base has been constructed, plywood shall be attached to the base per attachment method described in Standard Boarding/Securing Procedures.**

5. A bolting method may be requested by City staff when standard, or framing methods are not appropriate. Unsecured openings in this method shall be secured using a combination of plywood, 2 x 4's, and bolting to secure the specified opening.

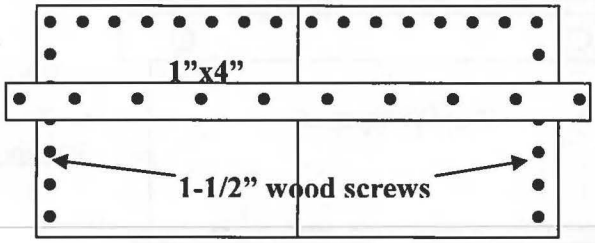
6. In the case of a hollow core or half-glass door, DO NOT screw into the door. Open the door completely or take it off the hinges and cut the plywood to cover the entire opening.

7. Where fixed panes or masonry construction is without wood trim, use the alternate boarding method.

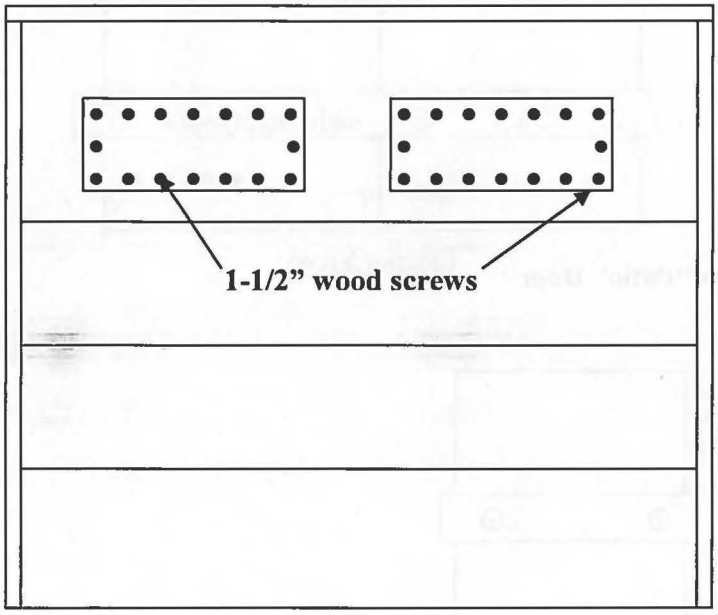
STANDARD BOARDING (Using Plywood & Wood Screws)



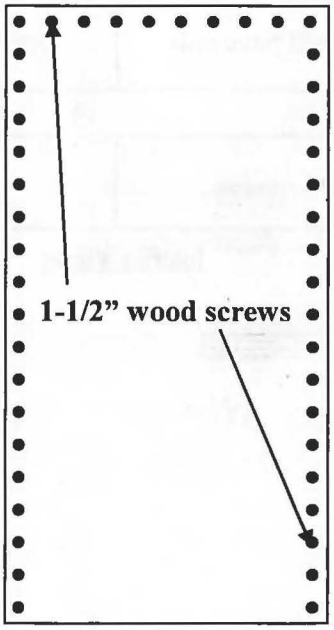
PAIRED–SINGLE HUNG WINDOWS



SLIDING GLASS WINDOWS AND PATIO DOORS

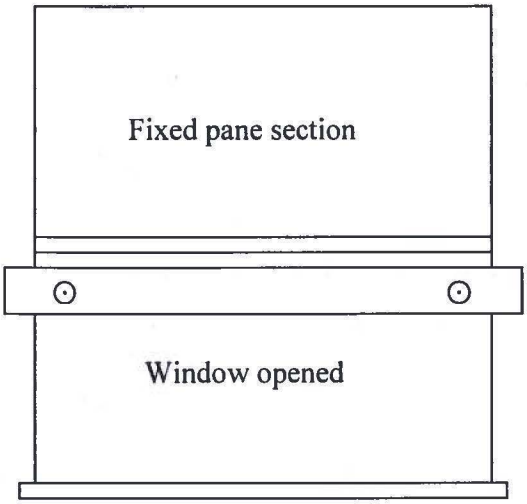


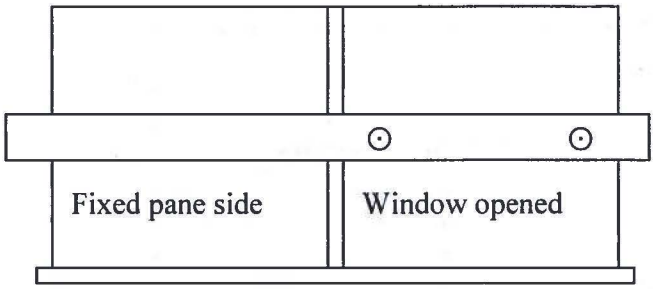
OVERHEAD GARAGE DOORS



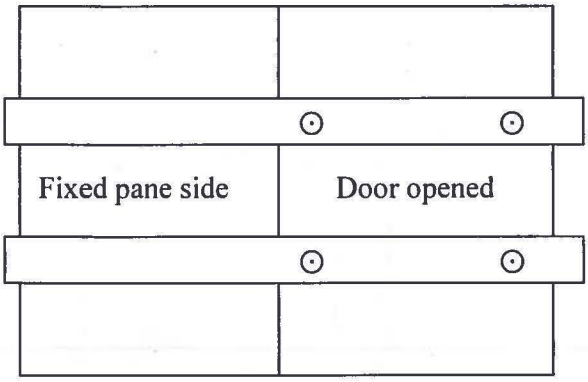
EXTERIOR DOORS

FRAMING OR ALTERNATE BOARDING METHODS (Using Plywood, 2 x4's & bolting)

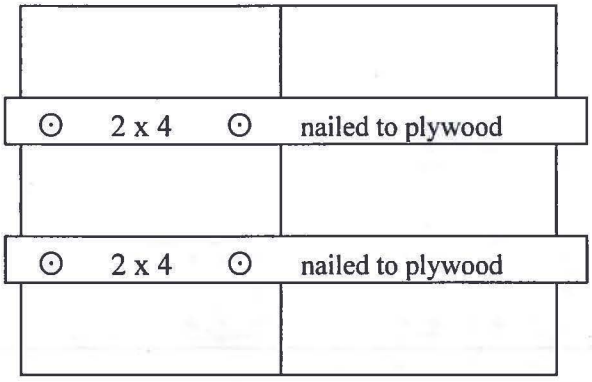




Interior Views

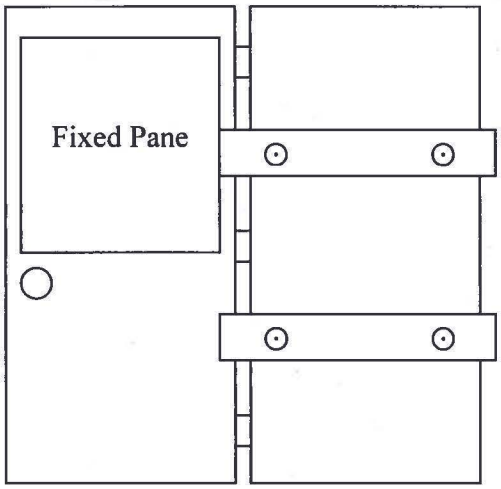


Interior Views



Exterior Views

Sliding Glass "Patio" Door



Interior View

½ Glass or Hollow Core Door

BID SHEET
CITY OF AUSTIN
TEMPORARY FENCING AND BOARDING SERVICES IFB RWS0103

Copy of Bid: Vendor must submit one hard-copy original and one electronic copy (flash drive) of its signed bid.

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

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the Bidder does not wish to bid on that item. Failure to respond to each section of this Bid Sheet may result in disqualification of your Bid.

The quantities shown on the Bid Sheet are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as-needed and specified by the City for each order. The City may award the Contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. NO MINIMUM PURCHASE REQUIRED.

SECTION 1 - ROUTINE FENCING					
ITEM NO.	**ITEM DESCRIPTION**	**ESTIMATED ANNUAL QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
1	Installation, Rental, and Disassembly of Fence Panels (6' x 15' Chain-Link Panels) Includes all necessary labor, tools and parts. One-Month minimum rental period. Rentals for less than one month shall be prorated.	12,000	Linear Foot		$0.00
2	STANDARD Round Trip Charge for both Delivery and Removal	30	Both		$0.00
3	EMERGENCY Round Trip Charge for both Delivery and Removal	10	Both		$0.00
				TOTAL EXTENDED PRICE	$0.00

SECTION 2 - LABOR CHARGES FOR BOARDING SERVICES					
ITEM NO.	**ITEM DESCRIPTION**	**ESTIMATED ANNUAL QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
LABOR RATE PER HOUR DURING NORMAL BUSINESS HOURS MONDAY THRU FRIDAY (7:00 a.m. to 6:00 p.m.)					
4	Charge per call to cover first opening	50	Lot		$0.00
5	Charge per call to cover each additional opening	25	Each		$0.00
6	Cancellation charge for cancelled call	10	Each		$0.00
LABOR RATE PER HOUR FOR SERVICES PROVIDED AFTER HOURS (6:01 p.m to 6:59 a.m.)					
7	Charge per call to cover first opening	60	Lot		$0.00
8	Charge per call to cover each additional opening	20	Each		$0.00
9	Cancellation charge for cancelled call	15	Each		$0.00
LABOR RATE PER HOUR FOR SERVICES PROVIDED DURING WEEKENDS AND CITY HOLIDAYS					
10	Charge per call to cover first opening	25	Lot		$0.00
11	Charge per call to cover each additional opening	10	Each		$0.00
12	Cancellation charge for cancelled call	10	Each		$0.00
				TOTAL EXTENDED PRICE	$0.00
				TOTAL EXTENDED PRICE FOR SECTIONS 1-2	$0.00

Note: award will be made based on the lowest total price for Sections 1 and 2.

NON-SPECIFIED ITEMS (For Informational Purposes Only)

This Section is for items and services that the Bidder can provide other than those listed above. The prices for these Other Items and Services shall be based on the Price List(s) if applicable and percentage discount(s), markup(s), Hourly Rate or Unit Price, as indicated below. The percentage discount(s), markup(s), Hourly Rate or Unit Price shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The estimated annual spend for these items is $10,000.

ITEM NO.	TRIP CHARGES	HOURLY RATE
13	Standard Repair Trip Charges under this agreement shall include one hour of labor. For any Repair requiring more than one hour of labor on-site, provide your Per Hour Labor Charge for Standard Repair Service.	
14	Emergency Repair Trip Charges under this agreement shall include one hour of labor. For any Repair requiring more than one hour of labor on-site, provide your Per Hour Labor Charge for Emergency Repair Service.	

BARRICADES			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE**
15	Installation, Rental, and Disassembly of Plastic Barricades Includes all necessary labor, tools and parts. One-	Linear Foot	
16	Installation, Rental, and Disassembly of Galvanized Steel Crowd Control Barricades Includes all necessary labor, tools and parts. One-	Linear Foot	

WALK-THROUGH GATES			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE**
17	Installation of walk-through gates Includes all necessary labor, tools and parts. .	Linear Foot	

ITEM NO.	MATERIALS FOR BOARDING SERVICES	DISCOUNT FROM OR MARKUP TO PRICE LIST
18	Discount or markup to vendor cost for all materials necessary to board up properties	_____% Discount or _____% Markup

OTHER FENCING/GATES/CROWD CONTROL DEVICES				
Provide a list of all other types of temporary fencing, gates and crowd control devices that your company can provide the City of Austin.				
ITEM NO.	**TYPE**	**MATERIAL**	**SIZE**	**DISCOUNT FROM OR MARKUP TO PRICE LIST**
19				_____% Discount or _____% Markup
20				_____% Discount or _____% Markup
21				_____% Discount or _____% Markup
22				_____% Discount or _____% Markup
23				_____% Discount or _____% Markup
24				_____% Discount or _____% Markup

COMPANY NAME: _____

DATE: _____

ADDRESS:_____ CITY/STATE_____ ZIP CODE:_____

PHONE NO.: _____

POINT OF CONTACT NAME:_____

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Construction Rent-a-Fence Inc. ("Contractor")
for
Temporary Fencing Services
NA180000026

The City accepts the Contractor's Offer (as referenced in Section 1.1.2 below) for the above requirement and enters into the following Contract for temporary fencing (Boarding and Securing services requirements are not applicable).

This Contract is between Construction Rent-a-Fence Inc. having offices at P. O. Box 65, Thrall, TX 76578 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").

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

1.1.1 This Contract

1.1.2 Construction Rent-a-Fence Inc.'s Offer, dated June 16, 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 Contractor's Offer as referenced in Section 1.1.2, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for a term of 12 months.

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

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

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

1.6.1 Construction Rent A Fence, Inc. Point of Contact:
Aaron Armstrong, Project Manager
PO Box 65 Thrall, TX 76578
aaron@crafinc.com
512-595-5366 ext. 14

1.6.2 This is a short term contract established to ensure continuity of service for departments until a long term contact can be solicited and executed. Pricing and services were based on cancelled solicitation number RWS0103 and subsequent clarifications.

1.6.3 If additional line items not already listed are necessary for the fulfillment of this Contract, these line items shall be quoted and sent to the Purchasing Office's point of contact for approval, and then added to the Contract by amendment. Line items for materials and services shall not be charged to City without the Purchasing Office's approval and issuance of an amendment adding these line items to this Contract.

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CONSTRUCTION RENT-A-FENCE INC.	**CITY OF AUSTIN**
Wendy Ford	Roger Stricklin
Printed Name of Authorized Person	Printed Name of Authorized Person
Wendy Ford	
Signature	Signature
Vice President	Procurement Specialist IV
Title:	Title:
11/8/17	11/9/17
Date:	Date:

Exhibit A – Scope of Work
Exhibit B – Section 0100 Standard Purchase Definitions, Section 0300 Standard Purchase Terms & Conditions, Section 0400 Supplemental Purchase Provisions
Exhibit C – Sections 0800 and 0835
Exhibit D – Contractor's Offer dated 6/16/17 and all Subsequent Clarifications

EXHIBIT A

CITY OF AUSTIN
SCOPE OF WORK
TEMPORARY FENCING AND BOARDING
FOR SUBSTANDARD AND/OR DANGEROUS BUILDINGS/STRUCTURES
SOLICITATION NUMBER: IFB RWS0103

1.0 SCOPE

This specification sets forth the minimum requirements for the rental of Emergency Closure Temporary Fencing, and Boarding and Securing services for Substandard and/or Dangerous Buildings/Structures. These services shall be provided for the following City of Austin departments: Austin Code, Austin Water, Parks and Recreation Department, Austin Police Department, Emergency Medical Service Department, Austin Fire Department, Building Services Department and other departments as may be required. The City of Austin, hereinafter referred to as "City," seeks qualified contractors, hereinafter referred to as "Contractor," desiring to perform this service.

2.0 CONTRACTOR REQUIREMENTS

2.1 Staffing: The Contractor shall provide sufficient personnel to meet the requirements of this specification. The Contractor is to maintain an adequate number of employees to satisfactorily perform the work on this contract. The Contractor shall only use trained persons directly employed and supervised by the Contractor.

2.2 Experience: The Contractor shall have a minimum of three (3) years of experience with references in the services to be provided as detailed in Section 0600.

2.3 Uniform: The Contractor's staff shall wear clothing suitable for the work site. The uniform shall be the Contractor's standard issue and shall include a work shirt with the Contractor's logo. The Contractor's staff shall wear, as appropriate, shoes that are safe for the work being performed and any other apparel or gear as may be required to safely perform the work.

2.4 Tools, Equipment and Supplies: The Contractor shall furnish tools, equipment, vehicles, disposable items, and any other items required to perform the services as described in this specification. The Contractor shall be solely responsible for the security of Contractor's equipment and supplies.

2.5 Recycling: Contractor shall recycle all materials that are damaged or will not be reused. This contract shall not create any waste to that will be deposited in area landfills, and the City shall not be required to pay any tipping fees.

2.6 Work Area: The Contractor shall maintain a neat and orderly working environment to ensure the safety of the Contractor's employees, City's employees and members of the general public. Contractor shall remove from work premises any debris, used parts, packaging, and other items no longer needed.

2.7 Point of Contact: The Contractor shall designate a Point of Contact who shall be available and on-call 24 hours a day, including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for the person serving in this capacity. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). TELEPHONE ANSWERING MACHINES ARE NOT AN ACCEPTABLE ALTERNATIVE TO REQUIREMENTS OF THIS PARAGRAPH.

3.0 WORK PERFORMANCE REQUIREMENTS

3.1 Performance Expectation for Temporary Fencing:

3.1.1 Contractor shall provide delivery and all labor for installation of chain link fence panels, and gates as outlined herein, which shall be governed by this

specification. Contractor's bid prices shall cover all costs, including, but not limited to, delivery, installation, monthly rental rate per linear foot, signage, disassembly, and removal.

3.1.2 Contractor shall provide sandbags, fence stands, wire, and all accessories needed to install and secure fences.

3.1.3 Contractor shall provide 6-foot (height) by 15-foot (length) chain link fencing panels and all materials to provide perimeter fencing for a designated area around a building/structure or property.

3.1.4 If requested, Contractor shall install walk-through gate(s) in the size range designated from 36" to 48" width, matching the height of installed fence. Installation shall include posts and all necessary hardware.

3.1.5 Contractor shall provide plastic, weather resistant 'NO TRESPASSING' signs (minimum size 14" x 10") to be installed on each side of the perimeter fencing in a manner that is clearly visible to pedestrian and/or street traffic.

3.1.6 The City may request to inspect samples of Bidder's temporary fence material if deemed necessary for proper evaluation.

3.1.7 All fencing shall be erected at the address provided by the Department Contract Manager (DCM) or designee on the work request, in order to secure the perimeter around substandard and/or dangerous building/structures and/or property.

3.1.8 All connecting panels shall be secured in a manner to prevent trespassing.

3.1.9 Gates are not required unless specifically requested (see section 3.1.4).

3.1.10 Notification to Contractor to disassemble and remove fencing will be made by email or phone from the DCM or designee. Disassembly and removal of fencing shall be initiated within 48 hours after the request is made. Date of removal shall be noted on final invoice.

3.1.11 Non-emergency work performed at a designated property shall be initiated within forty-eight (48) hours from the time of request by the DCM or designee. All work shall be completed within eight (8) hours of arrival at the location, or within such other period of time as is mutually agreed to by Contractor and DCM or designee. Failure to complete the work in the specified time may result in termination of this contract.

3.1.12 Notification for emergency work shall be made by telephone by the DCM or designee. Emergency work performed at a designated property shall be initiated within four (4) hours after the time of the request. All emergency work shall be completed within eight (8) hours of arrival at the location.

3.1.13 Emergency repair on existing temporary fencing shall be initiated within forty-eight (48) hours from the time of request by the DCM or designee. Contractor shall provide a flat fee cost per occurrence, including one hour of labor, for emergency on-call maintenance and/or repair.

3.1.14 All labor, equipment, materials, and travel costs shall be included in the 'per linear foot' price on the Bid Sheet.

4.0 RENTAL OF OTHER FENCING MATERIALS

Although the majority of fencing expected to be rented under this contract is the chain-link fencing panel variety that is specified in section 3.1.3, the City reserves the right to rent other temporary fencing and barricade material for safety, traffic control, or crowd control purposes.

The alternate types of fencing material include, but are not limited to, interlocking portable plastic barricades that are filled with sand or water, as well as galvanized-steel crowd control barricades. Contractor shall be responsible for filling the barricades with sand or water as applicable.

5.0 GENERAL REQUIREMENTS

5.1 The Contractor shall familiarize themselves with the nature and extent of work to be performed by inspecting the job locations. This includes any local conditions that may affect the scope of the work, equipment, materials, and labor required. Material costs shall be in accordance with the percent markup offered.

5.2 All work shall be governed by these specifications and must be approved by and coordinated with the DCM or designee. The Contractor shall not install any additional quantities without the DCM's or designee's prior authorization. Invoices shall only be for agreed-upon quantities.

5.3 The Contractor shall immediately notify the DCM or designee in writing of any discrepancies in quantities requested or quantities needed to complete the services or any other issues or problems that arise while performing the services.

5.4 The Contractor shall provide proof of all labor and material charges during the term of the contract. Satisfactory proof of labor charges shall include copies of employee timesheets as well as company payroll records supported by bank statements. These documents shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include dated copies of suppliers' invoices, itemized by line item, used in each temporary fencing and/or boarding job performed for the City.

5.5 The Contractor is to maintain an office and/or commercial facility, suitable for conducting business, within a twenty-five (25) mile radius of the Austin Central Business District (downtown).

5.6 Upon arrival and departure from the premises, the Contractor's service representative shall report to the DCM or designee. Upon completion of service call to the facility, Contractor's representative shall provide in writing a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall keep the DCM or designee advised of developments relating to the performance of this agreement.

5.7 The Contractor shall notify the DCM or designee within 24 hours if injury and/or damages occur on the premises. In the event of injuries and/or damages, the Contractor shall submit a written report to the DCM or designee detailing the circumstances surrounding the incident. The report shall describe the cause of the incident, the extent of injury or damage, where material damage occurred, and actions taken to mitigate or correct the situation. The City is not liable for any injuries and/or damages that are caused solely by the services provided by the Contractor.

5.8 If the Contractor wishes to claim any charges for damaged and/or missing fencing or other material, it shall immediately notify the DCM or designee by telephone and follow-up in writing. The DCM or designee will either a) arrange to meet the Contractor on site to confirm the damaged or missing fencing or materials; or b) request the Contractor to take photos of the damaged fencing or materials and immediately provide the photos to the

DCM or designee as evidence. In the case the DCM or designee cannot meet the Contractor on site to verify missing fencing or materials, Contractor shall photograph area designated for pick up and provide in writing a list of missing fencing and materials. If the DCM or designee cannot be reached, the Contractor shall take photos of the damage and send the photos and written notification to the DCM or designee within 24 hours after the damage is discovered by Contractor.

6.0 CITY RESPONSIBILITIES

6.1 The DCM or designee will provide the Contractor a specific project name and project identification (ID) with each written request for services. The Contractor shall use this project name and project ID in all correspondence and invoicing.

6.2 The DCM or designee will, within 24 to 48 hours prior to scheduled services, send the Contractor written acceptance and confirmation of the time and location of the services to be performed.

7.0 COMPLIANCE WITH ALL LAWS

All of the Contractor's operations shall be performed to comply with all Federal, State, and City of Austin laws and regulations.

8.0 OMISSIONS

It is the intention of this specification to acquire complete services for temporary fencing and/or boarding for unsafe properties or abandoned structures. Any service or services omitted from this specification which are clearly necessary for the complete operation of this service shall be considered a requirement, although not directly specified or called for in the specification.

EXHIBIT B

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS

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.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.

3. **Appropriate**, **Appropriated**, or **Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.

5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.

6. **Best Offeror** - the Offeror submitting the Best Offer.

7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.

10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted

11. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.

13. **City** - the City of Austin, a Texas home-rule municipal corporation.

14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.

15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.

16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

A. any exceptions to the Offer accepted in writing by the City
B. the Supplemental Purchase Terms and Conditions
C. the Standard Purchase Terms and Conditions
D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.

18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.

19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.

21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.

22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.

23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.

24. **Goods** - supplies, materials, or equipment.

25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.

26. **Highest Responsible Offeror** - the Offeror submitting the “Highest Responsible Offer.”

27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.

28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.

29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.

30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.

32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.

33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.

34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.

36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.

37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.

38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.

40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.

41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.

43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.

44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.

47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.

48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.

49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.

50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.

51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.

53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.

54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

55. **Responsive** - meeting all the requirements of a Solicitation.

56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.

57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.

58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.

59. **Sub-Subcontractor/Sub-Subconsultant-** a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.

61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.

62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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.

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

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.

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 – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract shall 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. 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. If City provides notice of a defect in Contractor services within ninety (90) days of completion of such services, Contractor shall promptly re-perform the services without charge to City.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.**

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

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or

decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

30. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

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

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

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

49. **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.

50. **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.

51. **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.

52. **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

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3:00 PM on the date one week prior to the bid opening 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:

(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. [redacted]

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

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

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

Invoices shall be mailed to the below addresses:

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

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

Department	Austin Resource Recovery (ARR)
Attn:	ARR Accounts Payable
Email address	ARR.AP@austintexas.gov

Department	Parks and Recreation
Attn:	Accounts Payable
Address	200 S. Lamar
City, State Zip Code	Austin, TX 78704
Email address	pardacccountspayable@austintexas.gov

Department	Austin Police Department
Attn:	Accounts Payable
Address	P. O. Box 1629
City, State Zip Code	Austin, TX 78767
Email address	APDAccountsPayable@austintexas.gov

Department	Austin Code
Attn:	Kimberly Williams
Email Address	finance@austintexas.gov

Department	Austin-Travis County EMS
Attn:	Accounts Payable
Address	P. O. Box 1088
City, State Zip Code	Austin, TX 78767

Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd.
City, State Zip Code	Austin, TX 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.

6. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **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.

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.

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

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

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

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

A. Access to any City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in at the security desk when entering or leaving the City's building and security badges (if required) must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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:**

Weight % or $ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SA0	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: CPI-U: All Items for All Urban Consumers	
This Index shall apply to the following items of the Bid Sheet: All	

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

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

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

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

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Department: Building Services Department

Name: Mark Northcutt

Email: Mark.Northcutt@austintexas.gov

Phone: 512-974-3972

Department: Austin Resource Recovery (ARR)

Name: Jonathan Mays

Email: Jonathan.Mays@austintexas.gov

Phone: 512-974-3050

Department: Parks and Recreation

Name: Ricardo Soliz

Email: Ricardo.Soliz@austintexas.gov

Phone: 512-974-6712

Department: Austin Police Department

Name: Albert Banda

Email: Alberto.Banda@austintexas.gov

Phone: 512 974-5273

Department: Austin Code (South and West areas)

Name: Elaine Garrett

Email: Elaine.Garrett2@austintexas.gov

Phone: 512-974-1991

[redacted]

Department: Austin Code (North and East areas)

Name: Anthony McBryde

Email: Anthony.McBryde@austintexas.gov

Phone: 512-974-3592

[redacted]

Department: Austin-Travis County EMS

Name: William Alderete

Email: William.Alderete@austintexas.gov

Phone: 512-978-0485

[redacted]

Department: Austin Fire Department

Name: Karen Bitzer

Email: Karen.Bitzer@austintexas.gov

Phone: 512-974-4131

*Note: The above listed Department 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, 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 compliant, 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 filling. 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 16th day of June, 2017

CONTRACTOR Construction Rent A Fence

Authorized Signature Brandy Ford

Title VP

Section 0835: Non-Resident Bidder Provisions

Company Name Construction Rent A Fence, Inc.

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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: N/A

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

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Roger Stricklin, 974-1727	**PM Name/Phone**	Klmberly Williams, 974-6308
Sponsor/User Dept.	Citywide	**Sponsor Name/Phone**	Klmberly Williams, 974-6308
Solicitation No	IFB RWS0103	**Project Name**	Temporary Fencing and Boarding Services
Contract Amount	$900,000	**Ad Date (if applicable)**	05/15/17

Procurement Type

☐ AD – CSP	☐ AD – CM@R	☐ AD – Design Build
☐ AD – Design Build Op Maint	☐ AD – JOC	☐ IFB – Construction
☐ IFB – IDIQ	☐ PS – Project Specific	☐ PS – Rotation List
☒ Nonprofessional Services	☐ Commodities/Goods	☐ Cooperative Agreement
☐ Critical Business Need	☐ Interlocal Agreement	☐ Ratification
☐ Sole Source*		

Provide Project Description**

City departments require rental of emergency closure temporary fencing, as well as boarding and securing services for substandard and/or dangerous structures. Contractor's services will be available to multiple City departments.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous solicitation issued, IFBBV PAX0209. Approved by SMBR without goals.

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

98136 - 95% for services, 33055 - 5% for supplies ordered as needed

Roger Stricklin	5/5/2017
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	5/5/2017	**Date Assigned to BDC**	5/5/2017

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
☐ Exempt from MBE/WBE Procurement Program	☒ No Goals	

City of Austin
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GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs	☐ No availability of M/WBEs
☒ Insufficient subcontracting opportunities	☐ No subcontracting opportunities
☐ Sufficient availability of M/WBEs	☐ Sufficient subcontracting opportunities
☐ Sole Source	☐ Other
If Other was selected, provide reasoning:	

MBE/WBE/DBE Availability
The supply scope is 5% and there are 4 MBE and 3 WBE firms. The main scope is 95% scope and has 1 MBE firm and 1 WBE firm to bid as Prime.

Subcontracting Opportunities Identified
There are insufficient subcontracting opportunties. Supplies are 5% of scope and only ordered as/if needed/ not in Prime's inventory.

Jessica Oberembt	
SMBR Staff	**Signature/ Date** 05/08/17
SMBR Director or Designee	**Date** 5/11/17
Returned to/ Date:	