



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

06/14/2018

MSA Systems, Inc.
1340 S De Anza Blvd, Suite 103
San Jose, CA 95120
Attn: Christi Melendez, Customer Service
christi.melendez@msasys.com

Dear Ms. Melendez:

The City of Austin Purchasing has approved the award and execution of a contract with your company for Barcode Labels & Ribbons in accordance with solicitation RQM CRR2000.

Responsible Department:	Austin Police Department
Department Contact Person:	Juanita Fonseca, Contract Management Specialist
Department Contact Email:	Juanita.Fonseca@austintexas.gov
Department Contact Telephone:	(512) 974-5067
Project Name:	Barcode Labels and Ribbons
Contractor Name:	MSA Systems, Inc.
Contract Number:	8700 - GA180000057
Contract Period:	Initial Term: 06/018/18 - 06/08/21
Dollar Amount	\$30,000
Extension Options:	2, 12-month options at \$10K each
Requisition Number:	18011000193
Solicitation Type & Number:	RFQ 8700-CRR2000

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

Sincerely,

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office

cc: Juanita Fonseca, PARD

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
MSA Systems, Inc., ("Contractor")
for
Barcode Labels and Ribbons
GA180000057**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between MSA Systems, Inc having offices at 1340 S De Anza Blvd, Suite 103, San Jose, CA 95120 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ CRR2000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Quote (RFQ), CRR2000 including all documents incorporated by reference
- 1.1.3 MSA Systems, Inc. Offer, dated May 2, 2018 including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months.

The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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

1.3.1.2 This is a thirty-six (36) month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$30,000 for the initial Contract term and \$10,000 for each extension option as indicated in the Bid Sheet, RFQ Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

MSA Systems, Inc.

CITY OF AUSTIN

Christi Melendez

Printed Name of Authorized Person


Signature

Customer Service

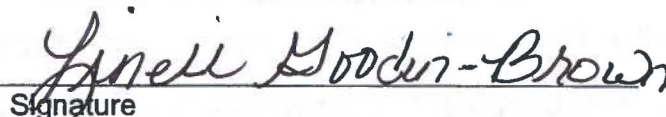
Title:

6/14/18

Date:

Linell Goodin-Brown

Printed Name of Authorized Person


Signature

Contract Management Supervisor II

Title:

6-18-18

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR QUOTATION (RFQ) OFFER SHEET

SOLICITATION NO: 8700-CRR2000

COMMODITY/SERVICE DESCRIPTION: Barcode Labels and Ribbons

DATE ISSUED: April 16, 2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18011000193

COMMODITY CODE: 39525

QUOTE DUE PRIOR TO: May 3, 2018 @ 2:00 pm

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

Linell Goodin-Brown
Contract Management Supervisor II

Phone: (512) 974-2830

E-Mail: linell.brown@austintexas.gov

Secondary Contact: Claudia Rodriguez

Phone: (512) 947-2959

E-Mail: claudiar.rodriquez@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:

E-MAIL: linell.brown@austintexas.gov

Fax: (512) 974-2388

The Vendor agrees, if this Offer is accepted within 90 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.

*****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	2
0600	QUOTE SHEET- Must be completed and submitted with the Offer	1
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

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

Company Name: MSA Systems, Inc
Company Address: 1340 S. De Anza Blvd Ste 103
City, State, Zip: San Jose CA 95129
Federal Tax ID No.
Printed Name of Officer or Authorized Representative: Shadi Gholami
Title: Partner
Signature of Officer or Authorized Representative: 
Date: 5/2/18
Email Address: Christi.Melendez@MSAsys.com
Phone Number: 408-252-9000

*** Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET-SECTION 0600
BARCODE LABELS AND RIBBONS**

Vendor Name:

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

SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY USED ITEMS)

Bid Prices shall be the invoiced price and include all costs and shipping charges (FOB Destination) to deliver items to the Austin, Texas area. 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 responder does not wish to bid on that item.

The quantities listed 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. 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.

Items shall be bid as specified. Pricing shall include all fees, including shipping, and delivery fees.

ITEM NO.	Item Description	Est Annual QTY	Unit	Unit Price	Extended Price
1	Zebra® Mfg. #18929 PolyPro 3000T label or buyer approved equal. Priced per roll. Mfr. & Model #: <u>Zebra 18929</u>	280	EA	\$35.50	\$ 9,940. ⁰⁰ -
2	Zebra® Mfg. #005586GS11007 wax-resin ribbon or buyer approved equal. Priced per roll. Mfr. & Model #: <u>Zebra 05586GS11007</u>	240	EA	\$ 5.50	\$ 1,320. ⁰⁰ -
Total Bid =					\$11,260. ⁰⁰ -

SECTION 2 - NON-SPECIFIED ITEMS

Bidder shall be able to provide other catalog items that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) as indicated below.

Bidder shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and the percentage discount(s) to the identified price list(s).

LINE ITEM	Name and Number of Price List or Catalog	Latest Effective Date of Price List or Catalog	Discount from Price List
3	Name _____ Number _____	_____	_____ %

DELIVERY METHOD: (EX: Common Carrier: Fed Ex, UPS or Private Delivery Truck)

UPS or Fed-Ex

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to Linell Goodin-Brown at linell.brown@austintexas.gov within five business days before the solicitation close date.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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:

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- (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

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.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to make all deliveries.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended automatically beyond the initial term for up to 2 additional 12 month periods at the City's sole option unless the Contractor is notified in writing no less than 120 days prior to the contract's expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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.

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

5. **DELIVERY REQUIREMENTS:**

Locations:

APD Evidence Unit 4708 E. MLK Austin, Texas,
78721

APD Forensics Unit 812 Springdale Rd. Austin,
TX 78702

APD Headquarters 715 E. 8th St. Austin, TX 78701

Days and Hours:

Monday – Friday; Hours of 7:00 am-5:00 pm (CT)

- A. The City reserves the right to add or remove delivery locations as required, at no additional cost.
- B. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City. All orders shall be shipped complete unless requested by the Contract Manager.
- E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Police Department
Attn:	Financial Management
Address	PO Box 1629
City, State Zip Code	Austin, TX 78767-1629
Email Invoices to:	apdaccountspayable@austintexas.gov

- 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.

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7. RESTOCKING FEES:

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

8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. SAMPLES – EXACT REPLICA:

- A. The Offeror shall submit an exact replica of the goods to be provided per the specification, section 0500. This sample shall be provided within 5 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	APD Headquarters
Address	715 E 8 th Street
City, State Zip Code	Austin, Texas 78701
Attn:	Junaita Fonseca

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

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D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

E. Samples will be evaluated or tested as follows:

If contractor bids a buyer approved equivalent, samples will be evaluated by visual inspection and will be run through applicable printers.

10. 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.

11. 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.

12. PUBLISHED PRICE LISTS:

A. Offerors may quote using published price lists in the following ways:

- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
- ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 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.

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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: PCU32311K32311K645	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Commercial printing, except screen and books	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

14. **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.

15. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Juanita Fonseca

Juanita.fonseca@austintexas.gov

512-974-5067

CITY OF AUSTIN
PURCHASING OFFICE
SPECIFICATION
BARCODE LABELS AND RIBBONS

SOLICITATION NO.RFQ 8700-CRR2000

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for barcode labels and premium wax-resin ribbons for the Austin Police Department (APD) Evidence Unit. It includes sections on Scope and Classification, Vendor Requirements, Delivery & Ordering Requirements, and Invoice Requirements.

1.2 Classification

Barcode labels and premium wax-resin ribbons used by APD Evidence Unit.

2.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

2.1 Provide two different barcode printing items that will be compatible with Zebra® Model GX420T printers as identified below.

2.1.1 Zebra® Mfg. #18929 PolyPro 3000T label or buyer approved equal.

2.1.1.1 The label shall be 4 inches in width and 2.5 inches high with an outer diameter of 5 inches. It shall be white matte polypropylene thermal transfer label with high-performance permanent acrylic adhesive. It shall be resistant to scratching and smearing in temperatures up to 250 degrees F and 1-2 years outdoors. There shall be 900 perforated labels per roll with 1-inch inner diameter.

2.1.2 Zebra® Mfg. #05586GS11007 wax-resin ribbon or buyer approved equal.

2.1.2.1 The ribbon shall be premium wax-resin that provides outstanding print quality on a variety of coated paper and matte synthetics and is smear and scratch resistant. The ribbon shall be 4.30 inches x 244 feet per roll.

2.2 Ensure a representative is available by telephone during normal business hours for coordination of deliveries and to address performance issues.

2.3 Provide the City with one point of contact for the duration of the contract that has the authority to discuss services under the specification.

CITY OF AUSTIN
PURCHASING OFFICE
SPECIFICATION
BARCODE LABELS AND RIBBONS
SOLICITATION NO.RFQ 8700-CRR2000

3.0 CITY RESPONSIBILITIES

- 3.1 The City will visibly inspect items upon delivery for any damages. Any damaged items will not be accepted and shall be replaced by the Contractor at no additional cost to the City.
 - 3.1.1 Should more than 50% of the items fail visible inspection, the entire order will be rejected and shall be replaced by the Contractor within two (2) calendar days of inspection by the City.
- 3.2 The City will test items for compatibility. If items are not compatible with the Zebra® GX420T printer the City will return all items to the Contractor at the Contractor's expense.
- 3.3 The City will provide the Contractor with a designated Contract Manager for the duration of the contract that has the authority to discuss performance under the specification.

4.0 DELIVERY & ORDERING REQUIREMENTS

- 4.1 Contract Manager or designee shall place orders for the items via electronic mail (e-mail).
- 4.2 Contractor shall deliver routine orders within fourteen (14) calendar days.
- 4.3 Contractor shall include one (1) copy of itemized packing slip to the delivery site; the following information shall be included on packing slip:
 - a. Contract Price Agreement Number
 - b. Purchase Order Number (DO#)
 - c. Quantities ordered
 - d. Quantities shipped
 - e. Signature of authorized APD Representative
- 4.4 Contractor shall ship orders complete, however partial shipments will be considered upon occasion, and shall be delivered at no additional cost to the City.
- 4.5 Contractor shall make deliveries to the following locations. The City reserves the right to add locations during the contract period, at no additional cost to the City.
 - APD Evidence Unit, 4708 E. MLK., Austin, Texas 78721-1632
 - APD Forensic Facility, 812 Springdale Rd., Austin, Texas 78702
 - APD Headquarters 715 E. 8th Street, Austin, Texas 78702

Section 0700: Reference SheetResponding Company Name MSA Systems, Inc

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 California highway Patrol
Name and Title of Contact Farid IT
Project Name CHP E-Citation
Present Address 601 North 7th street
City, State, Zip Code Sacramento, CA 95811
Telephone Number 916, 681-2300 ax Number ()
Email Address Contact MSA for Contact info

2. Company's Name Novato PD
Name and Title of Contact Andrew Police officer
Project Name E-Citation
Present Address 909 Machin Ave
City, State, Zip Code Novato, CA 94945
Telephone Number 415, 899-7043 Fax Number ()
Email Address Contact MSA for Contact info

3. Company's Name Fresno PD
Name and Title of Contact Anthony Sgt
Project Name E-Citation
Present Address 2323 Mariposa st
City, State, Zip Code Fresno CA 93721
Telephone Number (559) 621-7000 ax Number ()
Email Address Contact MSA for Contact info

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

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

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

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

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


Sanctions:

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

Term:

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

Dated this 2nd day of May, 2018

CONTRACTOR MSA Systems, Inc *Christi Melendez*
Authorized Signature 
Title Customer Service

Section 0835: Non-Resident Bidder Provisions

Company Name MSA Systems, Inc

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

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

Answer: Non-Resident

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

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

Answer: NO Which State: California

- 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: _____



REQUEST FOR QUOTATION ADDENDUM
Purchasing Office
CITY OF AUSTIN, TEXAS

Solicitation: 7400-CRR2000

Addendum No: 1

Date of Addendum: 04/24/18

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

I. Questions:

- Q1. The city estimates 240 approximate rolls of labels. If you have ordered this item before can you please let me know how many rolls are being ordered at any given time based on ordering cycles?**

Orders vary in quantity and ordered at any given time on an as needed basis. Based on historical data, we estimate approximately 240 ordered yearly. We do not have a set amount on per order, nor an ordering cycle. We order based on business needs. The 240-yearly amount is a minimum order.

- Q2. Since both items being requested are consumable items and that no work will be performed on site from any provider I don't see why any supplier would be required insurance (i.e. Printer cartridge)?**

If a vendor is delivering products on City property, the City standard insurance requirements will apply, please see section 0400 for the insurance requirements. If deliveries are to be made by common carrier such as UPS or FedEx, then General Liability is required.

- Q3. I see on the Supplemental Purchase Provisions document in Section 9 that a sample will be required. The wording in this section is a little confusing to me. "This sample shall be provided within 5 working days after request by City?"**

A formal request to send a sample of the product prior to award shall be readily available and free of charge to the City of Austin within 5 working days after the request is made. The sample may be kept by the City of Austin.

- Q4. Does this mean that we need to wait for a formal request to send the sample of our product or does this mean we need to should send it before the bidding deadline?**

Yes, you should wait for a formal request from the City for samples before sending the samples.

Q5. All of the documents that we need to fill out, should we send them all at once in a large packet to you with our quote or is there a different person/email we send all of the completed and signed documents to?

All of the required documentation should be submitted in one packet. Please see page 1 of the solicitation package for email and fax number.

Q6. Can we supply the labels on a "per case" basis with the following quantities:

Line 1: Zebra 18929 – 4 rolls per case

Line 2: Zebra 05586GS11007 -- 12 rolls per case

Just want to check if that would be acceptable?

Pricing shall be according to the Bid Sheet provided with Solicitation CRR2000. Please refer to the Bid Sheet for unit of measure, which is set as per roll unit cost.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Linell Goodin-Brown 4-24-18
Linell Goodin-Brown, Contract Management Supv. Date
Purchasing Office, 512-974-2830

ACKNOWLEDGED BY:
Christi Melendez [Signature] 5/2/18
Name Authorized Signature Date

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



REQUEST FOR QUOTATION ADDENDUM
Purchasing Office
CITY OF AUSTIN, TEXAS

Solicitation: 7400-CRR2000

Addendum No: 2

Date of Addendum: 04/24/18

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

- I. **Clarifications:** Replaced Offer Sheet.

APPROVED BY: Linell Goodin-Brown
Linell Goodin-Brown, Contract Management Supv.
Purchasing Office, 512-974-2830

4-24-18
Date

ACKNOWLEDGED BY:

Christi Melendez
Name

[Signature]
Authorized Signature

5/2/18
Date

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