



Amendment No. 01  
to  
Contract No. MA 8500 NA180000191  
For  
Grounds and Irrigation Maintenance and Repair Services  
Between  
Great Western Managed Services Corporation D/B/A/ GWC  
and the  
City of Austin

1.0 The City hereby amends the above-referenced contract to incorporate the Public Works Department.

2.0 Designation of Key Personnel for the Public Works Department is as follows:

	Name	Phone Number	Email Address
City Contract Manager	Brenda L Jimenez	512.974.7955	<a href="mailto:Brenda.jimenez@austintexas.gov">Brenda.jimenez@austintexas.gov</a>
City Project Manager	Sharon Warren	512.974.2879	<a href="mailto:Sharon.Warren@austintexas.gov">Sharon.Warren@austintexas.gov</a>
Contract Monitor	Ricardo Zavala	512.974.1102	<a href="mailto:Ricardo.Zavala2@austintexas.gov">Ricardo.Zavala2@austintexas.gov</a>

3.0 Invoice Address for the Public Works Department is as follows:

City of Austin	
Department	Public Works
Email	<a href="mailto:PWD Purchasing@austintexas.gov">PWD Purchasing@austintexas.gov</a>

For questions regarding your invoice/payment please contact the City Contract Manager

4.0 The total contract amount is unchanged for the extension period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 09/202018 – 09/19/2021	\$300,000.00	\$300,000.00
Amendment No. 01: Add Public Works Department 07/24/2020	\$00.00	\$00.00

5.0 MBE/WBE goals were not established for this contract.

6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principles are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

GREAT WESTERN MANAGED SERVICES  
CORPORATION D/B/A GWC

CITY OF AUSTIN

Sign/Date:

 7/28/20

Sign/Date:

**Diana McIntosh** Digitally signed by Diana McIntosh  
Date: 2020.07.30 16:34:37 -05'00'



Printed Name of Authorized Representative

Diana McIntosh, Procurement Specialist II

Great Western Managed Services Corporation  
2635 Demona Drive  
Austin, TX 78733  
Elizabeth Koehler  
ekoehler@greatwestern.com

City of Austin  
Purchasing Office  
124 W 8<sup>th</sup> Street, Ste 310  
Austin, TX 78701



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 20, 2018

Great Western Managed Services Corporation  
Elizabeth Koehler  
2635 Demona Dr.  
Austin, TX 78733

Dear Ms. Koehler:

The Austin City Council approved the execution of a contract with Great Western Managed Services Corporation for Grounds and Irrigation Maintenance and Repair Services in accordance with the referenced solicitation.

Responsible Department:	Austin Public Library
Department Contact Person:	Monica McClure
Department Contact Email Address:	<a href="mailto:monica.mcclure@austintexas.gov">monica.mcclure@austintexas.gov</a>
Department Contact Telephone:	(512) 974-9619
Project Name:	Grounds Maintenance
Contractor Name:	Great Western Managed Services Corp.
Contract Number:	MA 8500 NA180000191
Contract Period:	9/20/2018 – 9/19/2021
Dollar Amount	\$300,000.00
Extension Options:	Two 12-month options
Requisition Number:	RQM 8500 18022200287
Solicitation Type & Number:	IFB 8500 JRD1001
Agenda Item Number:	43
Council Approval Date:	9/20/2018

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,

Jonathan Dalchau  
Procurement Specialist IV  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
GREAT WESTERN MANAGED SERVICES CORPORATION D/B/A GWC ("Contractor")  
FOR  
GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES  
MA 8500 NA180000191**

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 Great Western Managed Services Corporation D/B/A GWC having offices at 2635 Demona Dr., Austin, TX 78733 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 IFB 8500 JRD1001.

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

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 8500 JRD1001 including all documents incorporated by reference
- 1.1.3 Great Western Managed Services Corporation D/B/A GWC Offer, dated 7/1/2018, 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 document
- 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.**

**1.3.1 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.

- 1.3.1.1 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.
- 1.3.1.2 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).

1.3.1.3 This is a 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 \$300,000.00 for the initial Contract term and \$100,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

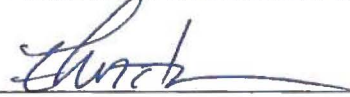
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**GREAT WESTERN MANAGED SERVICES CORPORATION**

**CITY OF AUSTIN**

ELIZABETH KOETLER

Printed Name of Authorized Person



Signature

OWNER

Title:

9.19.18

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person



Signature

PROCUREMENT SPECIALIST IV

Title:

9/20/2018

Date:



**ADDENDUM  
INVITATION FOR BID  
GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES  
CITY OF AUSTIN, TEXAS**

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**Solicitation: 8500 JRD1001**

**Addendum No: 1**

**Date of Addendum: June 21, 2018**

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This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 **Changes:** Paragraph 2.1.2.3. in Section 0500 - Scope of Work is hereby deleted:

~~2.1.2.3 A licensed Master Electrician.~~

~~2.1.2.4~~ 2.1.2.3 The Contractor shall submit copies of the employee(s) current licenses prior to the start of work and within five (5) business days upon request by the City. The City reserves the right to ask for and verify proof of licenses prior to the completion of the award process.

2.0 **Changes:** Attachment B is deleted in its entirety, and replaced with Attachment B - Revision 1.1:

3.0 Questions and Answers.

Q1: How many sprinkler stations are at each library branch?

A1: The City does not have an exact number of stations per library, but there are 14 irrigation stations at the Spicewood Springs Branch, which is library with the most stations. All other libraries should have 14 or less stations.

Q2: How will a Master Electrician be used under this contract?

A2: The City has removed the requirement of a Master Electrician from this solicitation.

Q3: Will this contract be awarded to only one contractor for all locations, or will you be looking at each individual price per location?

A3: The City reserves the right to make multiple awards for specific line items based on cost, convenience, or any criteria deemed by the City to be most advantageous, or award the entire contract to a single Offeror.

Q4: Is this a new contract or a replacement contract? If a replacement, then can you provide the previous contract information?

A4: This is a new contract for the Austin Public Library. Previous services were performed through another City department.

Q5: Do we need to include an insurance certificate or the 1295 Form from the State with the bid?

A5: No, the City will reach out to the recommended Offer(s) around the time Council will approve a contract through the Recommendation for Council Action (RCA) process.

Q6: We are a MBE with the City, would we need to contact SMBR if subcontracting?

A6: If an Offeror intends to subcontract out services, they will need to contact SMBR at (512) 974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov) to obtain a list of Vendors certified with the City as a MBE/WBE based on the commodity code of the services they would like a subcontractor to perform. If not subcontracting with a City certified firm for the commodity code, an Offeror would need to go through the Good Faiths Effort process as out line on Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form.



Q7: I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

A7: Yes, if an Offeror decides they want to subcontract after the contract is award, an Offeror can contact SMBR at (512) 974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov) and follow the Good Faith Efforts at the time it was decided to subcontract.

Q8: I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0905 form?

A8: Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov) for assistance in correctly completing Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

G.W.C.

Vendor Name

A handwritten signature in black ink, appearing to be "G.W.C.", written over a horizontal line.

Authorized Signature

7.1.18

Date

**RETURN A COPY OF THIS ADDENDUM**  
to the Purchasing Office, City of Austin, Texas *with your bid*.  
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM  
INVITATION FOR BID  
GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES  
CITY OF AUSTIN, TEXAS**

**Solicitation: 8500 JRD1001**

**Addendum No: 2**

**Date of Addendum: June 27, 2018**

This addendum is to incorporate the following changes to the above-referenced solicitation.

**1.0 Questions and Answers.**

**Q1: What is the requested maintenance of bioswales?**

**A1: There should not be any bioswales at the listed library locations. If addition and future maintenance of bioswales features are requested, these may be handled on an as needed basis quote basis.**

**Q2: What identifies mulch areas?**

**A2: Library locations have been lacking attention. The purpose of this solicitation is to improve the condition of the beds and property by performing regular maintenance services. Mulching for the beds should follow the natural outlined boundaries as currently established.**

**Q3: At the Southeast Austin Community Branch, all landscaping had been removed. Are the plans available for review? Are there any other libraries going through renovations?**

**A3: The Southeast Austin Community Branch is the only facility that is undergoing planned renovations. The designs have not been finalized, but the plants and bed will be in place before or around the time a contract is executed. The plant beds will use plants and components similar to other libraries in the City.**

**Q4: In the heavy tree areas, is leaf cleanup included in the mowing visits, or is that as needed?**

**A4: Leaf cleanup is not required as the City allows the leaves to naturally decompose. An Offeror may mow over leaves in areas that are scheduled for lawn services.**

**Q5: Are Paragraphs 2.7.4 to 2.7.6 on a time and material basis?**

**A5: These services will fall under services requested for quote using pricing from Categories two (2) to four (4) in Section 0600 - Price Sheet.**

**Q6: ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

G.W.C.

Vendor Name

[Signature]

Authorized Signature

7.1.18

Date

***RETURN A COPY OF THIS ADDENDUM  
to the Purchasing Office, City of Austin, Texas with your bid.  
Failure to do so may constitute grounds for rejection of your bid.***



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

**SOLICITATION NO:** 8500 JRD1001

**DATE ISSUED:** June 11, 2018

**REQUISITION NO.:** 8500 18022200287

**COMMODITY CODE:** 67017, 93437, 98836, 98852,

**COMMODITY/SERVICE DESCRIPTION:** Grounds and Irrigation Maintenance and Repair Services

**PRE-BID CONFERENCE TIME AND DATE:** 1:00 PM, Friday, June 15, 2018

**LOCATION:** Purchasing Office Conference Room, 124 W. 8th St, Suite 335.1, Austin, TX 78701

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

**Primary Contact:**

Jonathan Dalchau

Procurement Specialist IV

**Phone: (512) 974-2938**

**E-Mail: jonathan.dalchau@austintexas.gov**

**BID DUE PRIOR TO:** 2:00 PM, Tuesday, July 3, 2018

**BID OPENING TIME AND DATE:** 3:00 PM, Tuesday, July 3, 2018

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

**Secondary Contact:**

Paul Trimble

Procurement Specialist II

**Phone: (512) 974-1714**

**E-Mail: paul.trimble@austintexas.gov**

**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 # JRD1001	Purchasing Office-Response Enclosed for Solicitation # JRD1001
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB 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	7
0500	SCOPE OF WORK	*
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	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	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	EQUIPMENT INVENTORY LIST	1
Attachment B	AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS	12
Attachment C	GROUNDS MAINTENANCE/IRRIGATION SERVICES CHECKLIST	1

**\* Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

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

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

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

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

Company Name: GREAT WESTERN MANAGED SERVICES CO.

Company Address: 2635 DEMONA DR

City, State, Zip: AUSTIN. TX 78733

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

Printed Name of Officer or Authorized Representative: ELIZABETH KOEHLER

Title: OWNER

Signature of Officer or Authorized Representative: 

Date: 7.1.18

Email Address: ekoehler@greatwesternco.com

Phone Number: 214.912.5266

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

**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

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

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

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

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

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

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

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

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

**17. AUDITS and RECORDS:**

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

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**18. SUBCONTRACTORS:**

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

**19. WARRANTY-PRICE:**

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

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

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

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

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**30. DELAYS:**

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

**31. INDEMNITY:**

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

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

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

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

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

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

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

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

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

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

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**48. DISPUTE RESOLUTION:**

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **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.

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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [jonathan.dalchau@austintexas.gov](mailto:jonathan.dalchau@austintexas.gov), or via fax at (512) 974-2388.

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

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

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

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

OR

[PURInsuranceCompliance@austintexas.gov](mailto: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:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (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 commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36-months. The Contract may be extended beyond the initial term for up to two (2) additional 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.
- 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 twelve (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 emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

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	City of Austin
Department	Austin Public Library
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	Library-ACAOFinance@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.

**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. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**  
**<http://www.austintexas.gov/edims/document.cfm?id=277854>**

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

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- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**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. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six-week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work

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and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

- E. The City reserves the right to deny access to City property to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- F. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**10. NURSERY/FLORAL CERTIFICATE FOR LANDSCAPERS AND PLANT VENDORS:**

- A. The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
- B. A copy of the Contractor's current and valid certificate must be provided to the Buyer prior to award of a contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.

**11. 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.

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- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight % or \$ of Base Price: 80%	
Database Name: Employment, Hours, and Earnings from the Current Employment Statistics survey (National)	
Series ID: CEU6056173001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Series Title: All employees, thousands, landscaping services, not seasonally adjusted	
Super Sector: Professional and business services	
Industry: <b>Landscaping services</b>	
NAICS Code: 56173	
Data Type: All Employees, Thousands	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Group A and B	

Weight % or \$ of Base Price: 20%	
Database Name: Producer Price Index - Industry	
Series ID: PCU4442--4442--	
Series Title: PPI industry group data for Lawn and garden equip and supplies stores, not seasonally adjusted	
Industry: Lawn and garden equip and supplies stores	
Product: Lawn and garden equip and supplies stores	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Group A and B	

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

**Composite Indexes:** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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- 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.

12. **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.

13. **CONTRACT MANAGER:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Austin Public Library

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Contact: Monica McClure

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Phone: (512) 974-9619

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Email: monica.mcclure@austintexas.gov

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

**CITY OF AUSTIN**  
**SCOPE OF WORK**  
**GROUND AND IRRIGATION MAINTENANCE AND REPAIR SERVICES**  
**SOLICITATION NO.: IFB 8500 JRD1001**  
**Revision 1.1 6/21/2018**

**1. PURPOSE**

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide grounds and irrigation maintenance and repair services. These services shall include debris removal, flowerbed management, irrigation system maintenance, lawn mowing, and weeding. The contract will be utilized by the Austin Library Department. The City reserves the right to add or remove additional departments and locations at the City's discretion.

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. If multiple awards are made, the City will likely award a contract based on the categories listed in Section 0600 - Price Sheet. A single contractor may be awarded one or more of these categories.

Any services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

**2. CONTRACTOR REQUIREMENTS**

**2.1 Contractor's Qualifications**

The Contractor shall:

- 2.1.1 Have a minimum of three (3) years of experience in grounds maintenance services that are similar in size and scope to the City's.
  - 2.1.1.1 Submit proof of experience within five (5) business days upon request by the City. Proof of experience may be in the form of resumes, references and/or letters of reference during the previous five-year period and which clearly demonstrate and verifies the Contractor's eligibility. The City reserves the right to ask for and verify proof of experience prior to the completion of the award process.
- 2.1.2 Have an employee(s) with the following licenses:
  - 2.1.2.1 A Licensed Pesticide Applicator certified by the State of Texas Department of Agriculture.
  - 2.1.2.2 Licensed by the Texas Commission on Environmental Quality as a Landscape Irrigator, Technician, and Inspector as appropriate for the services being performed.
  - 2.1.2.3 The Contractor shall submit copies of the employee(s) current licenses prior to the start of work and within five (5) business days upon request by the City. The City reserves the right to ask for and verify proof of licenses prior to the completion of the award process.

**2.2 Hours of Service**

The Contractor shall:

- 2.2.1 Perform services Monday through Friday, from 7:00 a.m. to 6:00 p.m., excluding City holidays. Note that some locations may have further restrictions on available hours and the City reserves the right to adjust Contractor's working hours whenever it is deemed in the best interest of the City.
- 2.2.2 Not perform work after hours or on weekends without prior approval by Contract Manager or designee.

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- 2.2.3 Understand the City may request the Contractor to perform expedited services prior to special events or after-hours, weekends, or holidays. This expedited service shall be available 24 hours per day, seven days per week. The Contractor is required to respond to an expedited call within two (2) hours of first notification by the City. The Contractor shall arrive at the site within four (4) hours from the request with tools and proper personnel needed to start the requested services.

**2.3 Labor and Personnel**

The Contractor shall:

- 2.3.1 Be responsible and ensure the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 2.3.2 Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 2.3.3 Require all individuals assigned to the project to wear necessary personal protective equipment that shall include but not limited to: safety vests, protective glasses, and hearing protection based on the type of equipment in use.
- 2.3.4 Provide its employees with identification that displays both the names of the Contractor and the employee. Identification shall be worn on the outer garment at all times while performing services at City locations. An identifiable t-shirt is considered an acceptable uniform.
- 2.3.5 Understand that minors (except for minor(s) lawfully employed by the Contractor) and subcontracted workers are not permitted at service locations.
- 2.3.6 Have an English-speaking, qualified working supervisor at the service locations at all times while services are being performed. The working supervisor shall perform service requests tasks, have the authority to act on behalf of the Contractor, and be responsible for the conduct and performance of the Contractor's employees. The Contractor shall provide the supervisor contact information (office/cell phone, email, etc.) to the Contract Manager or designee.

**2.4 Safety**

The Contractor shall:

- 2.4.1 Comply with all Federal and State of Texas standards, regulations, and laws concerning this type of service, including Environmental Protection Agency standards that apply to both private industry and governmental agencies. This also includes compliance with applicable OSHA safety guidelines and City ordinances and regulations.
- 2.4.2 Retain the sole responsibility for initiating, maintaining, and supervising all safety precautions and programs for services performed under this contract. The Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury, or loss to all persons and property that may be affected by the work.
- 2.4.3 Provide the necessary safety equipment for its employees while performing services at a location.

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- 2.4.4 In emergency situations affecting the safety or protection of persons or property, promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the performed work without special instruction or authorization from the City.
  - 2.4.4.1 Notify the City immediately if there is an accident involving injury to any individual on or near the service location by phone or voice of the incident after insuring the safety of the affected individual(s).
  - 2.4.4.2 Notify the City by phone, within two (2) hours if there is an incident that causes damage to property after insuring the safety of any individuals.
- 2.4.5 Comply with all OSHA reporting requirements for record keeping and reporting of all incidents resulting in death, injury, occupational disease, property damage, or adverse environmental impact. The Contractor shall cooperate with the City and provide any written documentation and information required for record keeping purposes. Documentation shall include, at a minimum, recording the location of the incident and circumstances surrounding the incident through photographs, witness interviews, medical reports, and other documentation that describes the incident.
  - 2.4.5.1 Documentation for injuries shall be provided to the Contract Manager within two (2) days of the incident.
  - 2.4.5.2 Documentation for damage to property shall be provided to the Contract Manager within five (5) days of the incident.
- 2.4.6 Replace or repair damage to property to the satisfaction of the City by the Contractor within one (1) week of the damage and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed. Damage may include, but not limited to, harm to shrubs, trees, buildings, windows, doors, fences, roadways, walkways, vehicles, irrigation systems, and/or other improvements. It shall be the responsibility of the Contractor and the City to mutually agree upon the condition of the above-mentioned items before starting work on the repairs.
- 2.4.7 Not place equipment in traffic lanes or in other locations which may create safety hazards. The Contractor's employees shall interrupt their work, if necessary, to allow traffic (vehicle and pedestrian) to pass through the work areas.
- 2.4.8 Notify the Contract Manager or designee for assistance in accessing service locations that are locked due to Homeland Security and/or general safety concerns on any given schedule day. The Contractor shall be responsible for closing, locking, and securing all gates or fencing around each location once service is completed.
  - 2.4.8.1 Notify Contract Manager or designee within one (1) hour if any damage has occurred to or has been observed at any gate, fence, structure, or vehicle.

**2.5 Environmental**

The Contractor shall:

- 2.5.1 Establish and demonstrate landscaping and maintenance best practices that limit the impact of equipment emissions, excessive noise, use of fertilizers, insecticides, or other chemicals and shall discourage any other landscaping practice that negatively affects the environment.

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- 2.5.2 Actively seek and implement innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.

2.5.3 Equipment

The Contractor shall:

- 2.5.3.1 Not use traditional gasoline or diesel mowers to provide services under this contract. The City's equipment preferences include bio-diesel, natural gas, propane, manual or electric mowers and electric, natural gas or propane trimmers and leaf blowers, when commercially available.
- 2.5.3.2 Understand that as advancements to grounds maintenance, landscaping, and mowing equipment options become available in the future, the City may require the Contractor to upgrade and replace the equipment used in performing services on this contract to environmentally-preferable technology for the remaining term of the contract.
- 2.5.3.3 Have all equipment needed to fulfill the requirements under this contract. The Contractor shall ensure their equipment is functional, safe, and maintained in good working condition. The City reserves the right to inspect the Contractor's equipment prior to the completion of the award process or at any time during the contract term.
- 2.5.3.3.1 Equipment inspection may be performed at any time during a visit to a scheduled service location or at the Contractor's facility with two (2) business day notice by the Contract Manager or designee.
- 2.5.3.3.2 Any equipment deemed unacceptable by the City for failures that include, but are not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit. Failure to perform services due to unsuitable equipment may be grounds for termination of this contract.
- 2.5.3.4 Not store their equipment on City property at any time.
- 2.5.3.5 Provide a list of all equipment intended for use in the performance of services under this contract with your offer and within five (5) business days upon request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager or designee (see Attachment A - Equipment Inventory List). This list shall include the brand, model, size, fuel type, and production year of the equipment that will be used.

2.5.4 Ozone Action Days

- 2.5.4.1 The Contractor shall not perform services on City declared Ozone Action Days using equipment that do not use alternative fuels, such as gas-powered leaf blowers and line trimmers. For services that are delayed on declared Ozone Action Days, the Contractor shall perform the services on the next available day that has not been declared an Ozone Action Day, or at a time mutually agreed to between the Contractor and Contract Manager or designee. This does not relieve the Contractor from performing other scheduled duties where this type of equipment is not required if requested by the Contract Manager or designee.

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- 2.5.4.1.1 For information on Austin Area Air Quality refer to the following:  
<http://austintexas.gov/airquality>
- 2.5.4.1.2 Additional information regarding Ozone Action days can be found at:  
[http://www.tceq.texas.gov/agency/air\\_main.html](http://www.tceq.texas.gov/agency/air_main.html) or by calling TCEQ @ (512) 239-1379 or (512) 239-1804

**2.5.5 Chemical Applications (Fertilizer, Herbicides, and Pesticides)**

The Contractor shall:

- 2.5.5.1 Only provide pest control services if requested by the Contract Manager or designee in writing. If requested, the Contractor shall abide by the City's Integrated Pest Management (IPM) Program.
  - 2.5.5.1.1 City IPM can be found at: <http://www.austintexas.gov/ipm>.
- 2.5.5.2 Submit a list of any chemicals to be used for services on this contract to the Contract Manager or designee prior to any application. The Contract Manager or designee will provide written approval to the Contractor before any chemical will be allowed for use. The Contractor may submit a request at any time.
  - 2.5.5.2.1 Provide material Safety Data Sheets (SDS) for all chemicals approved for use.
- 2.5.5.3 Not use chemicals that will damage grass, ground cover, shrubs, trees, animals or other wildlife.
- 2.5.5.4 Not use chemicals within 50 feet of an open waterway.
- 2.5.5.5 Not apply chemicals on a windy day, which is defined as wind speeds greater than eight miles per hour (8 mph).
- 2.5.5.6 Apply herbicides under the supervision of a current Licensed Pesticide Applicator certified by the State of Texas Department of Agriculture. The Contractor shall submit proof copies of the employee(s) current applicator license prior to the start of work and within five (5) business days upon request by the City.

**2.6 Contractor Requirements**

The Contractor shall:

- 2.6.1 Provide all equipment, materials, labor, tools, permits, incidentals, expendable items, personal protective equipment, necessary transportation, and electricity and water, if not available at the service location, for proper execution and completion of the service request. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 2.6.2 Perform work in accordance with applicable industry standards, including the Texas Nursery and Landscape Association's (TNLA) *Texas Certified Landscape Professional Manual*.
- 2.6.3 Work with the Contract Manager or designee to establish an annual grounds maintenance schedule for the requested service locations. The Contract Manager will approve the final service schedules in writing.

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- 2.6.3.1 Provide a service schedule for a location within two (2) weeks after request by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The schedule shall show the days, start time, and estimated duration of work for the service at each location. See Attachment B for a list of City locations.
- 2.6.3.2 The service schedule may be revised on an as-needed basis as required by the City, at the Contractor's recommendation, or to account for events and activities taking place at City locations. Any changes to the service schedule shall be agreed to in writing by the Contract Manager or designee. Under no circumstances shall the Contractor adjust or modify the service schedule without prior written approval from the Contract Manager or designee.
- 2.6.4 Arrive at the service location at a time that will ensure scheduled tasks are completed within the approved timeframe. Each visit shall begin on the scheduled date for the service location and shall be completed within two (2) business days, including any corrective actions required by Contract Manager or designee to ensure compliance.
- 2.6.5 Perform unscheduled visits within two (2) business days after request by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and Contract Manager or designee. An unscheduled visit shall follow the same guidelines as a scheduled visit.
- 2.6.6 Inform the Contract Manager or designee when inclement weather prevents the Contractor from performing a scheduled or unscheduled service at a service location. The Contractor shall perform the missed services within five (5) business days of the end of the inclement weather event, or at a time mutually agreed to between the Contractor and Contract Manager or designee. Contact to reschedule the services shall be made within one (1) business day of the inclement weather event. The Contractor and Contract Manager or designee shall be in regular contact until ground conditions are serviceable, or the next scheduled visit, whichever comes first.
- 2.6.7 Understand that under no circumstances is a 'no show' by the Contractor acceptable without prior communication and approval from the Contract Manager or designee.
- 2.6.8 Understand that the Contract Manager or designee shall be the sole judge of acceptability of work.
  - 2.6.8.1 Inform the Contract Manager or designee after the services for a location are completed by phone, email, or in person on the same business day the work is completed. The City reserves the right to inspect the work performed by the Contractor using the City's Grounds Maintenance/Irrigation Services Checklist (see Attachment C) or other mutually acceptable means of communication as a guide.
  - 2.6.8.2 If the Contractor is notified of any work that is deemed unacceptable by the City, the Contractor shall correct the unacceptable work within one (1) business day of notification, or at a time mutually agreed to between the Contract Manager or designee.
- 2.6.9 Mowing and Trimming

The Contractor shall:

  - 2.6.9.1 Remove and dispose of all debris and trash prior to using cutting equipment. The Contractor shall remove trash, debris, and tall weeds from all areas that are inaccessible by mowers during each location visit, including landscape areas. The Contractor shall gather and take all compostable materials to an appropriate facility for recycling.

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- 2.6.9.2 Ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers shall be used and grass clippings shall remain on the lawns. The Contractor shall not bag cut grass.
- 2.6.9.3 Notify location staff when cutting and other trimming occurs around vehicles. The Contractor shall allow owners to relocate their vehicles, if needed before performing services. The Contractor shall additionally make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies will be directed away from people, vehicles, and buildings.
- 2.6.9.4 Blow or sweep debris from walkways and parking areas on the same day of service. Debris shall include but not limited to: trash and grass, shrub, and tree trimmings.
- 2.6.9.5 Mow grass and vegetation (except ornamental) no higher than four inches (4"). Grass mowed shall be uniform throughout the entire area, except as directed by the Contract Manager or designee.
- 2.6.9.6 Treat all grass so they are free of disease, infestation, or any other unhealthy conditions and shall be kept free of weeds to the extent possible without the use of fertilizers, herbicides, or other non-organic chemicals.
- 2.6.9.7 Use line trimmers to trim grass and vegetation to the ground. Areas shall include but not limited to, sidewalks, driveways, curbs, building perimeter, poles, fences, and trees for each location visit. Line trimmers or other similar devices shall not be in direct contact with tree trunks or rocky/gravel ground cover.
  - 2.6.9.7.1 Weeds, grasses, and other plant matter breaking through pavement and between pavement and curbs shall be controlled to be flush with the surface, by manual weeding and/or a line trimmer. The Contractor shall not apply chemicals or other substances without written permission from the Contract Manager or designee.
- 2.6.9.8 Understand the City reserves the right to alter service dates and frequencies for areas that may contain wildflowers, such as drainage areas and retention ponds may contain wildflowers. Any revisions to the service cycles shall be scheduled between the Contractor and the Contract Manager or designee.

**2.6.10 Plant Removal and Replacement**

The Contractor shall:

- 2.6.10.1 Remove all invasive non-native and dead plants. Dead plants shall be replaced in a timely manner, weather-permitting.
- 2.6.10.2 Not install any replacement plants until after receiving authorization and approval by the Contract Manager or designee in writing.
  - 2.6.10.2.1 Replacement plants shall be compatible with the design and concepts of the original landscape architect drawings, which are available on request after contract award. The plant material shall match, or be compatible with, in size and kind to those already installed or in use.

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2.6.10.2.2 Provide a not to exceed quote for the plant materials, based upon the rates listed in Section 0600 - Price Sheet, with a brief description of the work to be done, clearly distinguish the cost of materials and labor. The estimate shall not include a separate charge for administrative, rental equipment, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates and shall not be paid separately. After a quote is agreed to, the Contract Manager or designee will provide approval to proceed with the repair in writing and provide a purchase order prior to the Contractor beginning the work. The Contractor shall not begin work without proper approval to move forward.

2.6.10.3 Use plants that are included in the Grow Green Native and Adapted Landscape Plants Guide, located at [www.growgreen.org](http://www.growgreen.org). The City's goal is 80% of the plants used at these locations meets this guide.

**2.6.11 Landscape Irrigation Maintenance and Repair**

The Contractor shall:

2.6.11.1 Perform operational checks of the irrigation system to evaluate performance at each location specified at least a minimum of eight (8) times evenly spaced throughout the year, or on a schedule as mutually agreed to between the Contractor and Contract Manager or designee.

2.6.11.2 During an irrigation system performance check, complete the following tasks at a minimum:

- 2.6.11.2.1 Document the location, make, and model of the controller
- 2.6.11.2.2 Verify the back flow prevention is operational
- 2.6.11.2.3 Check and adjust the rain sensor is operational
- 2.6.11.2.4 Check and adjust the sprinkler heads for proper coverage
- 2.6.11.2.5 Program system operation days, start times, and cycle lengths as requested by the Contract Manager or designee
- 2.6.11.2.6 Provide the Contract Manager or designee with an itemized estimate for any needed repairs

2.6.11.3 Be able to repair, replace, and adjust sprinkler heads, control valves, and irrigation lines.

2.6.11.3.1 Provide a not to exceed quote for the materials, based upon the rates listed in Section 0600 - Price Sheet, with a brief description of the work to be done, clearly distinguish the cost of materials and labor. The estimate shall not include a separate charge for administrative, rental equipment, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates and shall not be paid separately. After a quote is agreed to, the Contract Manager or designee will provide approval to proceed with the repair in writing and provide a purchase order prior to the Contractor beginning the work. The Contractor shall not begin work without proper approval to move forward.

2.6.11.4 Be able to troubleshoot system controller mechanisms, add-on system hardware, and solar powered systems.

2.6.11.5 Not proceed with any suggested repairs without written approval from the Contract Manager or designee prior to the start of the repair work.

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- 2.6.11.6 Use new Original Equipment Manufacturer (OEM) parts for repair. If OEM parts are not available, the Contractor shall request written authorization from the Contract Manager or designee to use non-OEM parts

**2.7 General Grounds Maintenance Service Requirements for Locations**

The Contractor shall

- 2.7.1 Perform mowing, edging, weeding, leaf blowing, and trash removal services three (3) times per month equally spaced during active growth months, which is defined as March through October. The contractor shall perform services one (1) time during dormant months, which is defined as November through February.
- 2.7.2 Trim and service shrubs three (3) times per year, equally spaced throughout the year or as mutually agreed to between the Contractor and Contract Manager or designee.
- 2.7.3 Mulch flower and garden beds a minimum of two (2) times per year, equally spaced throughout the year or as mutually agreed to between the Contractor and Contract Manager or designee.
- 2.7.4 Provide topsoil treatment to landscape areas on an as requested basis by the Contract Manager or designee in writing.
- 2.7.5 Perform xeriscaping services on an as requested basis by the Contract Manager or designee in writing.
- 2.7.6 Replace or add plants to the existing landscape shall on an as requested by the Contract Manager or designee in writing.

**2.8 Warranty**

The Contractor shall:

- 2.8.1 Guarantee all materials installed and services performed by the Contractor for a minimum of three (3) months from the date installed or as provided by the manufacturer's warranty, whichever is longer. The Contractor shall repair or replace affected services at their own cost.
- 2.8.2 Provide documentation of manufacturer's warranty along with the final and itemized invoice of the materials and services performed.

**2.9 Meetings**

- 2.9.1 The Contractor shall attend quarterly review meetings as requested by the Contract Manager or designee. The Contractor may be requested to provide documentation that summarizes meaningful operational data that contains the following:
  - 2.9.1.1 Quarterly Trend Chart(s) tracking data to demonstrate Service Contract Performance. (Examples: number of service call outs, failures, up time %)
  - 2.9.1.2 Quarterly Trend Chart(s) tracking data to demonstrate Service Contract Cost. (Examples: base contract cost, extra charges, unit cost)
  - 2.9.1.3 Continuous Improvement Ideas to provide better value in our service contract approach. (Example: new technology method, reduce or increase base contract coverage – include cost analysis)

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3. **CITY REQUIREMENTS**

The City will:

- 3.1 Provide the Contractor with name(s) of personnel authorized to order services.
- 3.2 Provide names and contract information of City staff for each service location who can provide escorted access if necessary.
- 3.3 Perform a quality check after the Contractor performs services at a location to ensure the Contractor has complied with the terms of the contract. The City will sign the Grounds Maintenance/Irrigation Services Checklist (see Attachment C) to indicate acceptance of services.

**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
**GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES**

**SOLICITATION NO.:** IFB 8500 JRD1001

**BUYER:** Jonathan Dalchau

**Special Instructions:** Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer. Failure to respond to all sections of this Price Sheet or altering this Price Sheet may result in the disqualification of the Bidder's offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. Quantities will be as-needed and specified by the City for each order. The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - GROUNDS AND IRRIGATION MAINTENANCE SERVICES**

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately. It is not necessary for an Offeror to offer pricing for all branch locations in Category 1. Offerors may choose to provide pricing on one or more branch locations. If awarded a line in Category 1, and Offeror may also be awarded lines in Category 2 and Category 3 to perform repair services.

A rate of '0' (zero) will be interpreted by the City as a no-charge (free) line item and the City will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by the City that the Offeror does not wish to offer a rate for that line item.

Estimated service frequency is approximately three (3) times per month during March through October, and one (1) time per month during November through February.

**CATEGORY 1A - SCHEDULED SERVICES AT AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**

ITEM NO.	LOCATION DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT COST (EACH SERVICE REQUEST PER LOCATION)	EXTENDED PRICE
1A.1	Carver Branch - 1161 Angelina 78702	28	82.00	2296.00
1A.2	Cepeda Branch & Zaragosa Warehouse - 651 N. Pleasant Valley Ed. 78702	28	107.00	2996.00
1A.3	Will Hampton Branch at Oak Hill - 5125 Convict Hill Rd. 78749	28	21.00	5908.00
1A.4	Howson Branch - 2500 Exposition Blvd. 78703	28	82.00	2296.00
1A.5	Little Walnut Creek Branch - 835 W. Rundberg Ln. 78758	28	82.00	2296.00
1A.6	Manchaca Road Branch - 5500 Manchaca Ed, 78745	28	82.00	2296.00
1A.7	Milwood Branch - 12500 Amherst Dr. 78727	28	107.00	2996.00
1A.8	North Village Branch - 2505 Steck Ave. 78757	28	82.00	2296.00
1A.9	Willie Mae Kirk Branch - 3101 Oak Springs Dr. 78702	28	92.50	2590.00
1A.10	Old Quarry Branch - 7051 Village Center Dr. 78731	28	82.00	2296.00
1A.11	Pleasant Hill Branch - 211 E. William Cannon Dr. 78745	28	107.00	2996.00

**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
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1A.12	Daniel E. Ruiz Branch - 1600 Grove Blvd. 78741	28	160.00	4480.00
1A.13	Southeast Austin Community Branch - 5803 Nuchols Crossing Rd.	28	82.00	2296.00
1A.14	Spicewood Springs Branch - 8637 Spicewood Springs Rd. 78759	28	82.00	2296.00
1A.15	Terrazas Branch - 1105 E. Cesar Chavez St. 78702	28	82.00	2296.00
1A.16	Twin Oaks Branch - 1800 Fifth St. 78704	28	82.00	2296.00
1A.17	University Hills Branch - 4721 Loyola Ln. 78723	28	82.00	2296.00
1A.18	Windsor Park Branch - 5833 Westminster Dr. 78723	28	82.00	2296.00
1A.19	Yarborough Branch - 2200 Hancock Dr. 78756	28	82.00	2296.00
1A.20	Harris Branch (lot) - 11105 Harris Branch Pkwy. 78754	28	202.00	2056.00
<b>TOTAL EXTENDED PRICE - CATEGORY 1A =</b>				<b>57470.00</b>

**CATEGORY 1B - AS NEEDED SERVICES AT THE NEW CENTRAL LIBRARY**

ITEM NO.	LOCATION DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT COST (EACH SERVICE REQUEST PER LOCATION)	EXTENDED PRICE
1B.1	New Central Library - 710 W. Cesar Chavez 78701	3	100.00	300.00
<b>TOTAL EXTENDED PRICE - CATEGORIES 1A and 1B =</b>				<b>300.00</b>

**CATEGORY 2 - LABOR RATE FOR LANDSCAPING AND IRRIGATION INSTALLATION AND REPAIR SERVICES**

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A rate of '0' (zero) will be interpreted by the City as a no-charge (free) line item and the City will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by the City that the Offeror does not wish to offer a rate for that line item.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for Installation and Repair services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	40	50.00	2000.00
2.2	Labor rate for Installation and Repair services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	10	75.00	750.00
<b>TOTAL EXTENDED PRICE - CATEGORY 2 =</b>				<b>2750.00</b>

**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
**GROUND AND IRRIGATION MAINTENANCE AND REPAIR SERVICES**

**CATEGORY 3 - MARKUP TO COSTS FOR MATERIALS**

The City estimates an annual spending need of \$25,000 for materials related to landscaping and irrigation repair services.

Offeror shall be able to provide materials to complete repairs. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. **Markup costs shall not exceed 15%.**

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The percentage markup shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

The funding amount is an estimate 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
3.1	Markup to Costs for all related Materials and associated Components (not to exceed 15%)	\$25,000.00	15 %	28750.00
TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 3 =				28750.00

**CATEGORY 4 - NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD)**

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up for the listed services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Please include additional pages as necessary.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
4.1	Mobilization charge for expedited services	
4.2	Discount Off Catalog rate	
4.3	PRESSURE WASHING	\$ 100 per hour
4.4		

COMPANY NAME: GREAT WESTERN MANAGED SERVICES CO.

EMAIL ADDRESS: ekoehler@greatwesternco.com

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, 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	GREAT WESTERN MANAGED SERVICES CO.	
Physical Address	2635 DEMONA DR AUSTIN TX 78733	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> 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?)	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
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 GREAT WESTERN MANAGED SERVICES CO.

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 AUSTIN ENERGY  
Name and Title of Contact GREG WARREN  
Project Name AUSTIN ENERGY LOCATIONS  
Present Address 721 BARTON SPRINGS RD  
City, State, Zip Code AUSTIN TX 78704  
Telephone Number (512) 576-8845 Fax Number (512) 322-6051  
Email Address greg.warren@austinenergy.com
  
2. Company's Name CITY HALL — 2ND STREET DIST.  
Name and Title of Contact MARGARET SHAW E.R. PROGRAM MGR.  
Project Name 2nd STREET DISTRICT  
Present Address 301 W. 2nd St.  
City, State, Zip Code AUSTIN TX 78701  
Telephone Number (512) 974-6497 Fax Number ( )  
Email Address margaret.shaw@austintexas.gov
  
3. Company's Name CTECC  
Name and Title of Contact MELODY CONNELL — SCHEDULING ANALYST  
Project Name CTECC  
Present Address P.O. BOX 1088  
City, State, Zip Code AUSTIN TX 78767  
Telephone Number (512) 796-2453 Fax Number (512) 974-0758  
Email Address melody.connell@austinenergy.com

**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 1<sup>ST</sup> day of JULY, 2018

CONTRACTOR  
Authorized  
Signature

G.W.C.  
[Signature]

Title

OWNER

**City of Austin, Texas**  
**Section 0805**  
**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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

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

**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

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

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
  - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

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

**Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
JOSH GARFIELD	G.W.C.	PRIME	20.00	OPS MGR
RUDY MARTINEZ	G.W.C.	PRIME	18.00	CREW
MARIO ROSAS	G.W.C.	PRIME	16.25	CREW
ALEX FLORES	G.W.C.	PRIME	15.50	CREW
Eduard Garcia	G.W.C.	PRIME	15.50	CREW

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: GREAT WESTERN MANAGED SERVICES

Signature of Officer  
or Authorized  
Representative:



Date: 7.1.18

Printed Name:

E. KOEHLER

Title

OWNER

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

Company Name GREAT WESTERN MANAGED SERVICES

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

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

Answer: RESIDENT BIDDER

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

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

Answer: \_\_\_\_\_ 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: IFB 8500 JRD1001

SOLICITATION TITLE: GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES

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	GREAT WESTERN MANAGED SERVICES CO.	
City Vendor ID Code	VS 00000 36304	
Physical Address	2635 DEMONA DR	
City, State Zip	AUSTIN TX 78733	
Phone Number	214.912 5266	Email Address ekoehler@greatwesternco.com
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> 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.

E. KOEHLER - OWNER

E. KOEHLER

Name and Title of Authorized Representative (Print or Type)

Signature/Date

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

SOLICITATION NUMBER: IFB 8500 JRD1001

SOLICITATION TITLE: GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES

- ☐ **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 Form**

SOLICITATION NUMBER: IFB 8500 JRD1001

SOLICITATION TITLE: GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES

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

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	G.W.C.
Vendor ID Code	VS 00000 36304
Contact Person	ELIZABETH KEETHUN Phone Number: 214.912.5266
Additional Contact Info	Fax Number: 512.382.6812 E-mail: ekethiere@greatwestkrid.com
Amount of Subcontract	\$
List commodity codes & description of services	LANDSCAPING EXTERIOR SERVICES
Justification for not utilizing a certified MBE/WBE	We are

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
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
		<input type="checkbox"/> Phone <b>OR</b> <input type="checkbox"/> 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



*The City of Austin*  
*Small & Minority Business Resources Department affirms that*

## **Great Western Managed Services Corporation**

is certified as a

### **Disadvantaged Business Enterprise**

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE standards set forth in 49 CFR Part 26 and Part 23. This DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE program.

**NAICS Code(s): 561730; 561790;**

VENDOR CODE: VS0000036304

Certification is contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

Veronica Briseño Lara, Director  
Small & Minority Business Resources Department



551531910000540202

**TEXAS DEPARTMENT OF AGRICULTURE**

**COMMISSIONER SID MILLER**

**P. O. BOX 12847 AUSTIN, TX 78711-2847**

**(877) LIC-AGRI (877-542-2474)**

**For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE**

**www.tda.state.tx.us**



**NURSERY/FLORAL CERTIFICATE OF REGISTRATION**

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

CORP OFFICE  
2635 DEMONA DR  
AUSTIN TX 78733

Client Name: GREAT WESTERN MANAGES SERVICES CORPORA  
TDA Client No: 00569771

CERTIFICATE NO: 0751384

CERTIFICATE TYPE: NURSERY FLORAL CLASS 1

Effective Date: October 31, 2017

Expiration Date: October 31, 2018



MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at [www.TexasAgriculture.gov](http://www.TexasAgriculture.gov). For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.



<b>TEXAS DEPARTMENT OF AGRICULTURE</b> P. O. BOX 12847 AUSTIN, TEXAS 78711-2847	
<b>COMMERCIAL PESTICIDE APPLICATOR LICENSE</b> GARY GRAY	
2635 DEMONA DR AUSTIN TX 78733	TDA Client No: 00359649 License No: 0467519 Effective Date: 04/30/2018 Expires: 04/30/2019
	

Front side

<b>Categories: 3A</b>	
<b>Descriptions:</b>	
1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

**LAMINATION ADVISED:** Please cut out along heavy black lines, placing front and back sides together, and laminate.

<b>TEXAS DEPARTMENT OF AGRICULTURE</b> COMMISSIONER SID MILLER P. O. BOX 12847 AUSTIN, TEXAS 78711-2847 (877) LIC-AGRI (877-542-2474) For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE <a href="http://www.TexasAgriculture.gov">www.TexasAgriculture.gov</a>		
<b>COMMERCIAL PESTICIDE APPLICATOR LICENSE</b>		
This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.		
GARY GRAY 2635 DEMONA DR AUSTIN TX 78733	TDA Client No: License No: Effective Date: Expires: Categories:	00359649 0467519 April 30, 2018 April 30, 2019 3A
		

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

*Be it known that*

**RENE GALVAN**

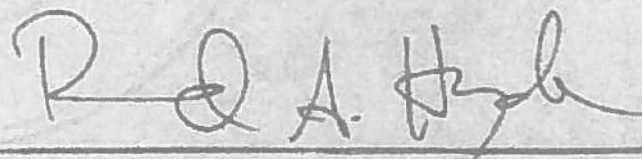
*has fulfilled the requirements in accordance with the  
laws of the State of Texas for*

**LICENSED IRRIGATOR**

*License Number:* LI0020223

*Issue Date:* 09/11/2015

*Expiration Date:* 08/31/2018



*Executive Director*

*Texas Commission on Environmental Quality*


**ATTACHMENT A  
EQUIPMENT INVENTORY LIST**

**Current Equipment Inventory List:**

Equipment Type	Brand	Model Number	Size	Manufacture Year	Fuel Type	Condition
mower	SKAG		61"	2014	Gas	Great (2)
mower	SKAG		61"	2016	GAS	Great
mower	SKAG		48"	2016	Propane	Great
Echo	Line trimmer			2016		Great (4)
Stihl	Line trimmer			2014		Good (2)
Echo	Blower			2016		Great (2)
mower			21'	2018	GAS	Great

**Planned Future Equipment Purchases:**

Equipment Type	Brand	Model Number	Size	Manufacture Year	Fuel Type	Condition

Company Name: GREAT WESTERN MANAGED SERVICES  
 Name and Title: E. KOSTER - OWNER  
 Signature:   
 Date: 7.1.18

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**1. Carver Branch: 1161 Angelina Drive, 78702**

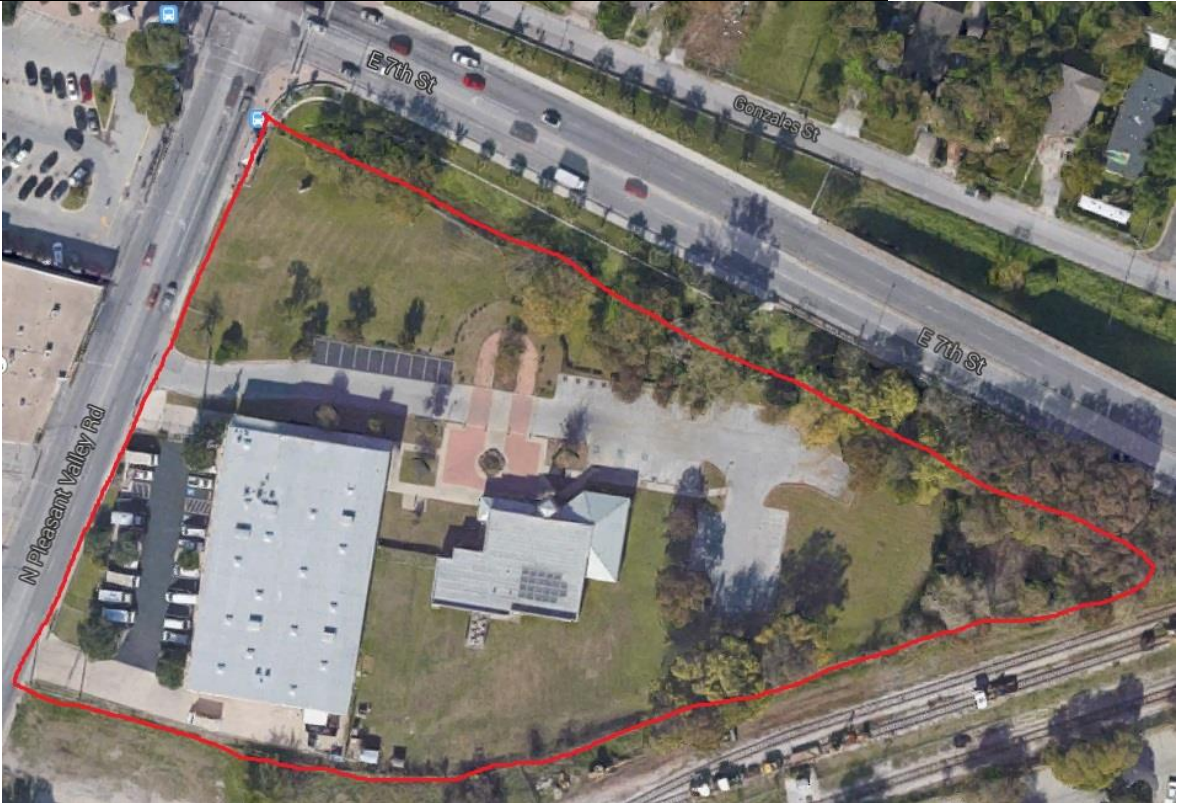


Approximate Acreage: 2.98

Actual Acreage Maintained: 0.52

Special Considerations: Native Beds surrounding the front entranceway.

**2. Cepeda Branch / Zaragoza Warehouse: 651 N. Pleasant Valley Rd, 78702**



Approximate Acreage: 4.19

Actual Acreage Maintained: 2.01

Special Considerations: Property contains Cepeda Branch Library and Warehouse.

ATTACHMENT B  
AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS

Revision 1.1 6/21/2018

3. Will Hampton Branch at Oak Hill: 5125 Convict Hill Rd. 78749



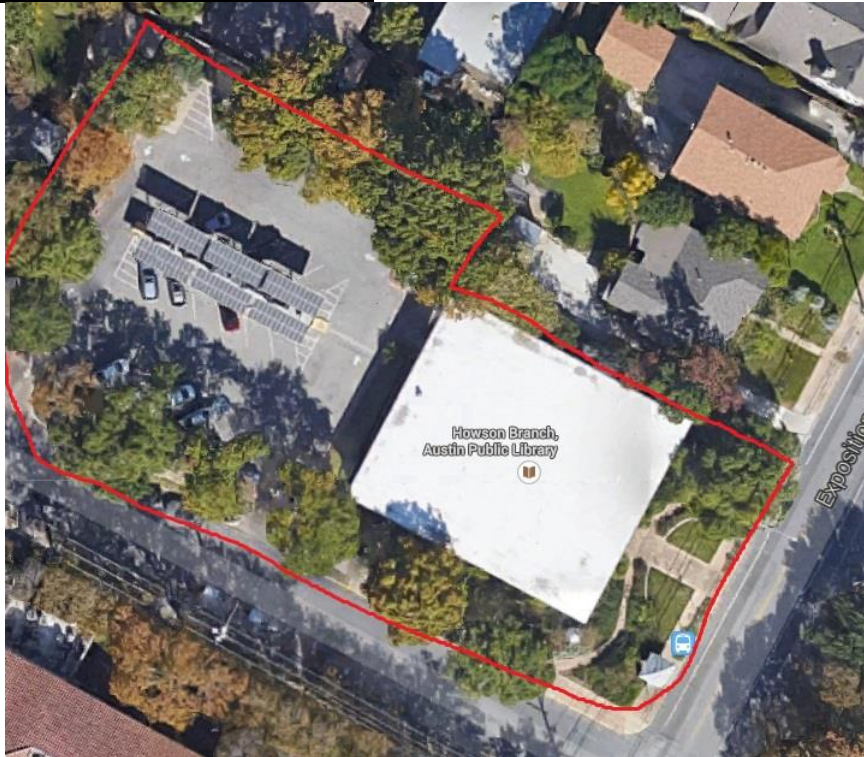
Approximate Acreage: 13.00

Actual Acreage Maintained: 4.09

Special Considerations: Large site including thick woods and large amount of open land behind the Library left in natural state. **Green line indicates area to maintain.**

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**4. Hawson Branch: 2500 Exposition Blvd, 78703**

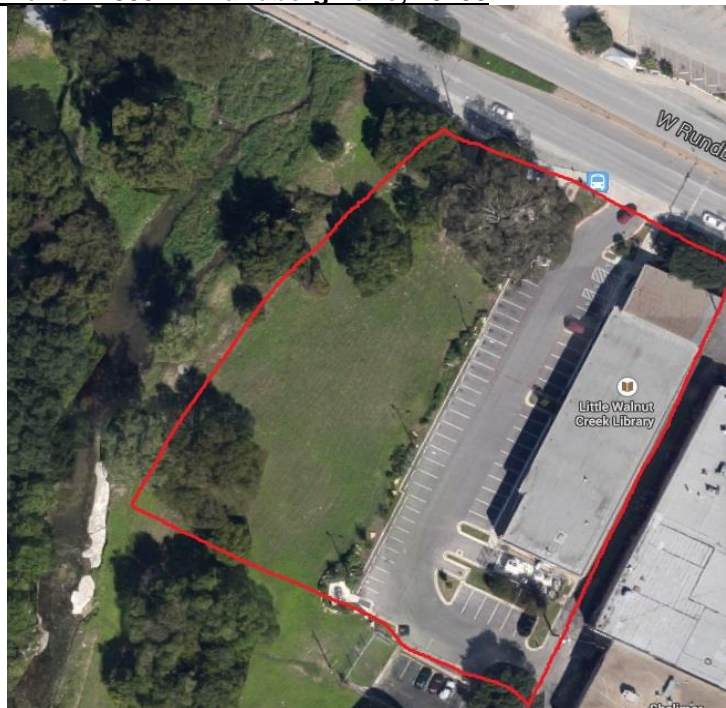


Approximate Acreage: 0.71

Actual Acreage Maintained: 0.26

Special Considerations: Small site with multiple native beds and trees surrounding property

**5. Little Walnut Creek Branch: 835 W. Rundberg Lane, 78758**



Approximate Acreage: 1.17

Actual Acreage Maintained: 1.17

Special Considerations: Open area on the west side of site, maintained to Little Walnut Creek drop-off.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**6. Manchaca Road Branch: 5500 Manchaca Rd, 78745**



Approximate Acreage: 2.00

Actual Acreage Maintained: 0.81

Special Considerations: Small grove of Live Oaks in front of Entrance, open field w/trees in rear of property.

**7. Millwood Branch: 12500 Amherst Dr. 78727**



Approximate Acreage: 7.49

Actual Acreage Maintained: 2.04

Special Considerations: Large number and variety of trees surrounding building and parking lots. No maintenance required for the dense grove of trees on the west side of the property. **Green line indicates area to maintain.**

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**8. North Village Branch: 2505 Steck Ave., 78757**



Approximate Acreage: 1.52

Actual Acreage Maintained: 0.43

Special Consideration: Small Native bed near front entrance. Requires extensive sidewalk and curbside edging.

**9. Willie Mae Kirk Branch: 3101 Oak Springs Dr., 78702**



Approximate Acreage: 2.74

Actual Acreage Maintained: 1.71

Special Consideration: Large amount of grass turf with medium sized trees spaced throughout site.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**10. Old Quarry Branch: 7051 Village Center Drive, 78731**



Approximate Acreage: 0.43

Actual Acreage Maintained: 0.25

Special Considerations: Shares Shopping Center site with US Post Office. Small amounts of grass to mow.

**11. Pleasant Hill Branch: 211 E. William Cannon Drive, 78745**



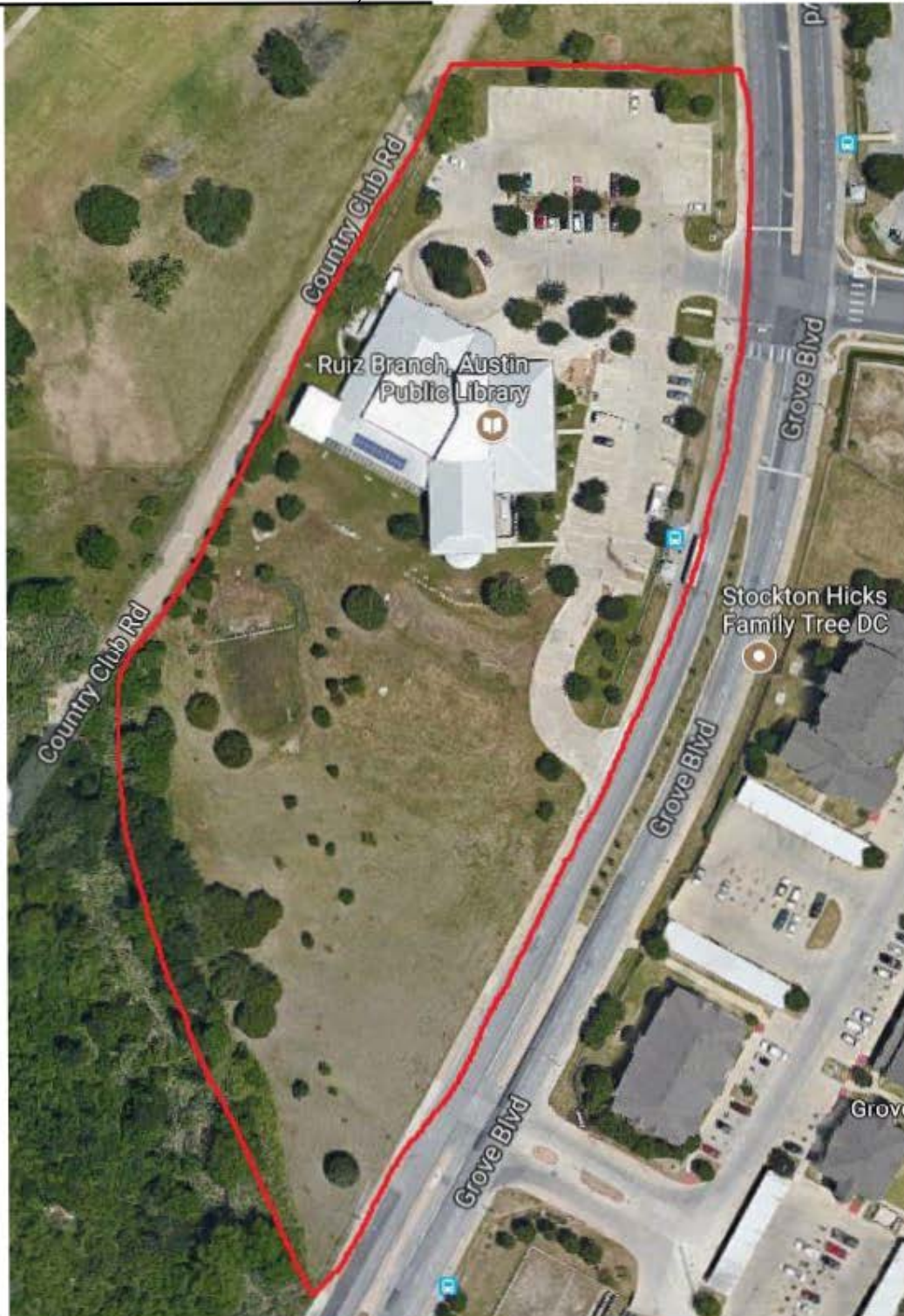
Approximate Acreage: 2.92

Actual Acreage Maintained: 1.95

Special Considerations: Large amount of grass turf to be mowed. Several large Live Oak trees throughout site. Rocky drop-off into drainage culvert on side of property bordered by Circle Rd.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**12. Daniel E. Ruiz Branch: 1600 Grove Blvd, 78741**



Approximate Acreage: 5.64

Actual Acreage Maintained: 3.06

Special Considerations: Largest site maintained by APL. Open areas of grass turf dotted with newly planted trees.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**13. Southeast Austin Community Branch, 5803 Nuckols Crossing Rd., 78744**



Approximate Acreage: 3.24

Actual Acreage Maintained: 0.88

Special Consideration: Primarily grass turn with medium-sized trees throughout site. Dense trees on East side of property do not require maintenance.

**14. Spicewood Springs Branch: 8637 Spicewood Springs Rd. 78759**



Approximate Acreage: 3.05

Actual Acreage Maintained: 1.26

Special Considerations: Large site with Grass Turf, small and medium sized trees and a small picnic area.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**15. Henry Terrazas Branch: 1105 E. Cesar Chavez St. 78702**



Approximate Acreage: 1.49

Actual Acreage Maintained: 0.88

Special Considerations: Native, xeriscape landscaping near the building with conventional grass turf and small tree surrounding parking area.

**16. Twin Oaks Branch: 1800 S. Fifth St. 78704**



Approximate Acreage: 2.01

Actual Acreage Maintained: 1.3

Special Considerations: Large grass turf area with small trees and native grass beds throughout property.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**17. University Hills Branch: 4721 Loyola Ln. 78723**



Approximate Acreage: 1.30

Actual Acreage Maintained: 0.63

Special Consideration: Grass turf and small trees surround front of building. Thicker trees on the south side of property bordered by large creek.

**18. Windsor Park Branch: 5833 Westminster Dr., 78723**



Approximate Acreage: 1.92

Actual Acreage Maintained: 1.46

Special Consideration: Large open areas with Grass Turf and Medium sized trees.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**19. Ralph W. Yarbrough Branch: 2200 Hancock Drive, 78756**

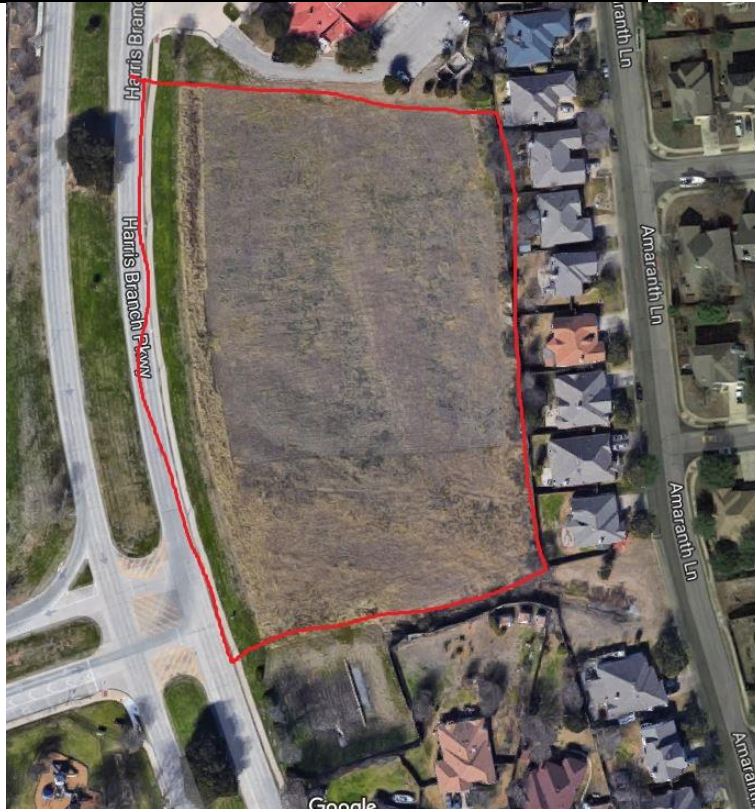


Approximate Acreage: 1.55

Actual Acreage Maintained: 0.26

Special Consideration: Property dominated by large parking lot with thick tree cover on West side of property.

**20. Harris Branch (Site of Future Branch), 11105 Harris Branch Pkwy, 78754**



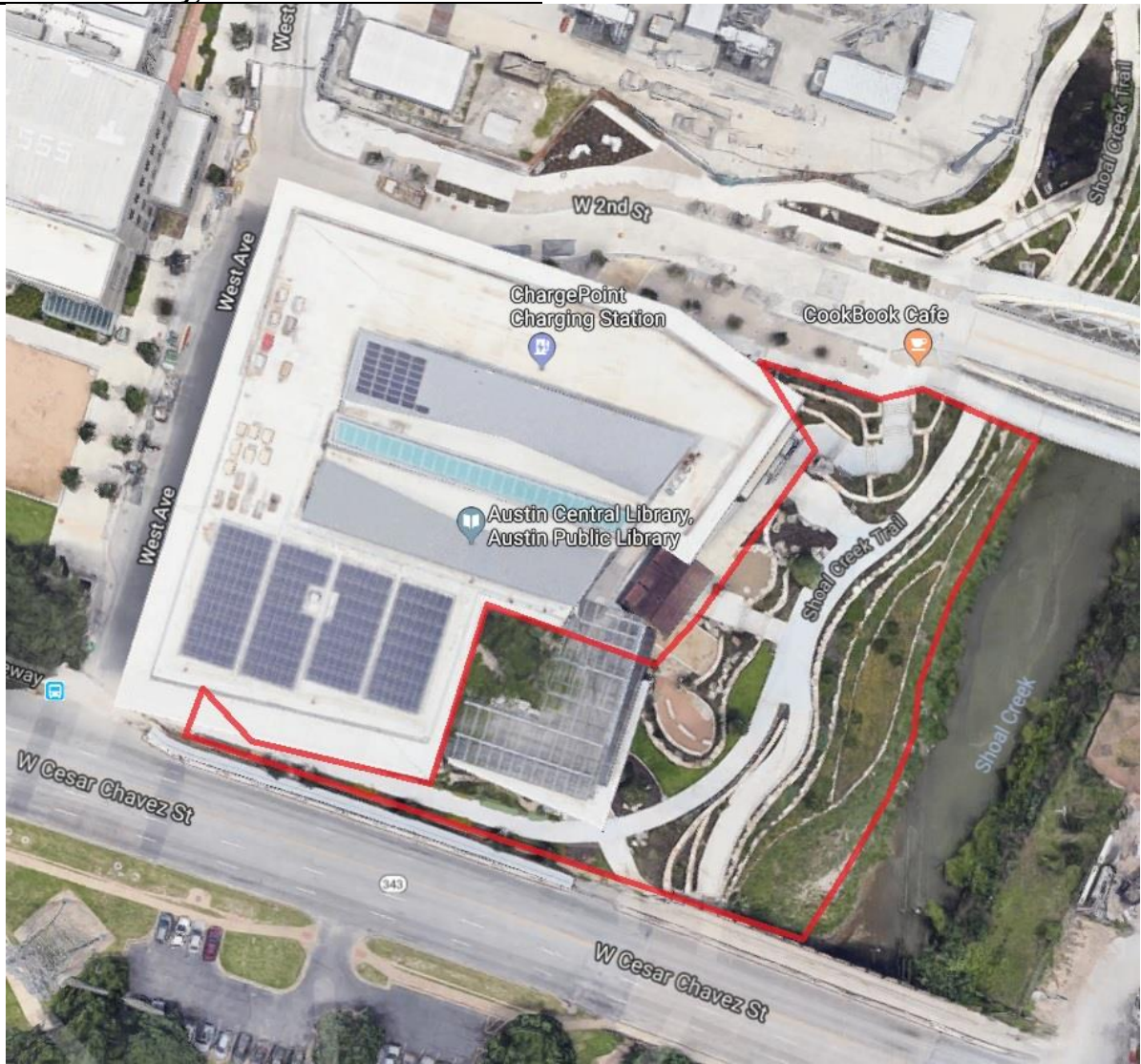
Approximate Acreage: 3.90

Actual Acreage Maintained: 3.90

Special Considerations: Vacant lot with large grassy area and single sidewalk bordering Harris Branch Pkwy.

**ATTACHMENT B**  
**AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**  
**Revision 1.1 6/21/2018**

**21. New Central Library, 710 W. Cesar Chavez 78701**



Approximate Acreage: 0.50

Actual Acreage Maintained as needed: 0.50

Special Considerations: Area includes the rooftop garden and some areas near Shoal Creek. APL has a Landscape Technician on site, so any services will be on an "as-needed basis".

## ATTACHMENT C

# **GROUNDS MAINTENANCE/IRRIGATION SERVICES CHECKLIST**

<b>PROPERTY NAME/LOCATON</b>						
<b>DATE OF SERVICE</b>						
<b>WORK PERFORMED</b>						
<b>RATINGS SYSTEM</b>						<b>NOTES/COMMENTS*</b>
1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good, 5 = Outstanding						*For any item marked "Poor" or "Fair", state the reason and indicate follow-up actions required
1	2	3	4	5	<b>TURF CONDITION</b>	
					Dense and Thick, not thin or bare areas	
					Weed Free	
					Uniform, dark green color	
					Winter damaged turf repaired	
					No apparent insect or disease problems	
					<b>MOWING QUALITY</b>	
					Sticks and trash romoved prior to mowing	
					Grass clippings blown out of beds of off tree rings	
					Mowed at appropriate height	
					Mowed in most efficient manner	
					Straight mowing lines	
					Tire marks or ruts repaired promptly	
					No obvious scalping or low trimming	
					Tree rings undisturbed or repaired	
					Curbs blown clean after mowing	
					<b>WEEDING AND BED CARD</b>	
					Flower beds weed free	
					Mulch beds weed free	
					Debris removed from shrubs or beds	
					<b>FLOWER DISPLAYS</b>	
					Selection and arrangement of plantings	
					Condition of plantings	
					Maintenance of plantings	
					<b>EDGING</b>	
					Sidewalks edged recently - no overgrowth	
					Curbs edged recently - no overgrowth	
					Distinct bed lines maintained	
					<b>TREES AND SHRUBS</b>	
					Dead plants removed	
					Dead materials pruned out	
					Pruned in an appropriate manner and form	
					Pruning required	
					Pruned away from buildings and signs	
					Pruned away from Elevated off-walks and drives	
					Suckers removed	
					Tree stakes secure and tight, none broken	
					No apparent insect or disease problems	
					<b>VEGETATION CONTROL</b>	
					Aggregate and paved areas weed free	
					Fencelines and building perimeters treated	
					<b>IRRIGATION SYSTEM</b>	
					Check for leaks, broken heads	
					Check for over or under watering	
					Flower beds receiving adequate water	
					<b>HIGH PROFILE AREAS</b>	
					Building entrances	
					Property entrances	
					Flower beds	
					Sign beds	
<b>RECOMMENDATIONS:</b>						
<b>Contractor Signature:</b>						<b>Date/Time:</b>
<b>APL Inspector Signature:</b>						<b>Date/Time:</b>

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Jonathan Dalchau / 512-974-2938	<b>PM Name/Phone</b>	Todd Smith / 512-974-7591
<b>Sponsor/User Dept.</b>	Building Services	<b>Sponsor Name/Phone</b>	Monica McClure / 512-974-9619
<b>Solicitation No</b>	IFB 8500 JRD1001	<b>Project Name</b>	Irrigation, Landscape, and Grounds Services
<b>Contract Amount</b>	\$1,125,000	<b>Ad Date (if applicable)</b>	6/4/2018

### Procurement Type

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> AD – CSP                            | <input type="checkbox"/> AD – CM@R             | <input type="checkbox"/> AD – Design Build     |
| <input type="checkbox"/> AD – Design Build Op Maint          | <input type="checkbox"/> AD – JOC              | <input type="checkbox"/> IFB – Construction    |
| <input type="checkbox"/> IFB – IDIQ                          | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List    |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods     | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need              | <input type="checkbox"/> Interlocal Agreement  | <input type="checkbox"/> Ratification          |
| <input type="checkbox"/> Sole Source*                        |  |  |

### Provide Project Description\*\*

This solicitation is for grounds maintenance services at all of the Library department locations. These services will include flowerbed cleaning and maintenance, irrigation maintenance and repair, lawn mowing, and trash removal service.

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

This is a new contract for the library, previous mowing was through a City department.

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

98836 (70%) 98852 (15%), 93437 (10%), 67017 (5%)

Jonathan Dalchau

5/25/2015

**Buyer Confirmation**

**Date**

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

### FOR SMBR USE ONLY

<b>Date Received</b>	5/25/2018	<b>Date Assigned to BDC</b>	5/25/2018
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |   |  |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs                  | <input type="checkbox"/> No availability of M/WBEs               |
| <input checked="" type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs                    | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source  | <input type="checkbox"/> Other                                   |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

*there are m/wbe firms (54) that can bid as primes.*

**Subcontracting Opportunities Identified**

*n/a - Similar scopes for 9883 p & 98852 85% of project.*

Cynthia Van Maanen

**SMBR Staff**

*[Signature]* 6/1/18  
**Signature/ Date**

*[Signature]*  
**SMBR Director or Designee**

*6/1/18*  
**Date**

**Returned to/ Date:**

**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
**GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES**

**SOLICITATION NO.:** IFB 8500 JRD1001

**BUYER:** Jonathan Dalchau

**Special Instructions:** Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer. Failure to respond to all sections of this Price Sheet or altering this Price Sheet may result in the disqualification of the Bidder's offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. Quantities will be as-needed and specified by the City for each order. The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - GROUNDS AND IRRIGATION MAINTENANCE SERVICES**

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately. It is not necessary for an Offeror to offer pricing for all branch locations in Category 1. Offerors may choose to provide pricing on one or more branch locations. If awarded a line in Category 1, and Offeror may also be awarded lines in Category 2 and Category 3 to perform repair services.

A rate of '0' (zero) will be interpreted by the City as a no-charge (free) line item and the City will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by the City that the Offeror does not wish to offer a rate for that line item.

Estimated service frequency is approximately three (3) times per month during March through October, and one (1) time per month during November through February.

**CATEGORY 1A - SCHEDULED SERVICES AT AUSTIN PUBLIC LIBRARY BRANCH LOCATIONS**

ITEM NO.	LOCATION DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT COST (EACH SERVICE REQUEST PER LOCATION)	EXTENDED PRICE
1A.1	Carver Branch - 1161 Angelina 78702	28	82.00	2296.00
1A.2	Cepeda Branch & Zaragosa Warehouse - 651 N. Pleasant Valley Ed. 78702	28	107.00	2996.00
1A.3	Will Hampton Branch at Oak Hill - 5125 Convict Hill Rd. 78749	28	211.00	5908.00
1A.4	Howson Branch - 2500 Exposition Blvd. 78703	28	82.00	2296.00
1A.5	Little Walnut Creek Branch - 835 W. Rundberg Ln. 78758	28	82.00	2296.00
1A.6	Manchaca Road Branch - 5500 Manchaca Ed, 78745	28	82.00	2296.00
1A.7	Milwood Branch - 12500 Amherst Dr. 78727	28	107.00	2996.00
1A.8	North Village Branch - 2505 Steck Ave. 78757	28	82.00	2296.00
1A.9	Willie Mae Kirk Branch - 3101 Oak Springs Dr. 78702	28	92.50	2590.00
1A.10	Old Quarry Branch - 7051 Village Center Dr. 78731	28	82.00	2296.00
1A.11	Pleasant Hill Branch - 211 E. William Cannon Dr. 78745	28	107.00	2996.00

# SECTION 0600 - PRICE SHEET

## CITY OF AUSTIN

### GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES

1A.12	Daniel E. Ruiz Branch - 1600 Grove Blvd. 78741	28	160.00	4480.00
1A.13	Southeast Austin Community Branch - 5803 Nuchols Crossing Rd.	28	82.00	2296.00
1A.14	Spicewood Springs Branch - 8637 Spicewood Springs Rd. 78759	28	82.00	2296.00
1A.15	Terrazas Branch - 1105 E. Cesar Chavez St. 78702	28	82.00	2296.00
1A.16	Twin Oaks Branch - 1800 Fifth St. 78704	28	82.00	2296.00
1A.17	University Hills Branch - 4721 Loyola Ln. 78723	28	82.00	2296.00
1A.18	Windsor Park Branch - 5833 Westminster Dr. 78723	28	82.00	2296.00
1A.19	Yarborough Branch - 2200 Hancock Dr. 78756	28	82.00	2296.00
1A.20	Harris Branch (lot) - 11105 Harris Branch Pkwy. 78754	28	202.00	2056.00

TOTAL EXTENDED PRICE - CATEGORY 1A =

57470.00

### CATEGORY 1B - AS NEEDED SERVICES AT THE NEW CENTRAL LIBRARY

ITEM NO.	LOCATION DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT COST (EACH SERVICE REQUEST PER LOCATION)	EXTENDED PRICE
1B.1	New Central Library - 710 W. Cesar Chavez 78701	3	100.00	300.00

TOTAL EXTENDED PRICE - CATEGORIES 1A and 1B =

300.00

### CATEGORY 2 - LABOR RATE FOR LANDSCAPING AND IRRIGATION INSTALLATION AND REPAIR SERVICES

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

A rate of '0' (zero) will be interpreted by the City as a no-charge (free) line item and the City will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by the City that the Offeror does not wish to offer a rate for that line item.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for Installation and Repair services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	40	50.00	2000.00
2.2	Labor rate for Installation and Repair services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	10	75.00	750.00

TOTAL EXTENDED PRICE - CATEGORY 2 =

2750.00

## SECTION 0600 - PRICE SHEET

## CITY OF AUSTIN

## GROUNDS AND IRRIGATION MAINTENANCE AND REPAIR SERVICES

## CATEGORY 3 - MARKUP TO COSTS FOR MATERIALS

The City estimates an annual spending need of \$25,000 for materials related to landscaping and irrigation repair services.

Offeror shall be able to provide materials to complete repairs. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. **Markup costs shall not exceed 15%.**

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The percentage markup shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

The funding amount is an estimate 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
3.1	Markup to Costs for all related Materials and associated Components (not to exceed 15%)	\$25,000.00	15 %	28750.00
TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 3 =				28750.00

## CATEGORY 4 - NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD)

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up for the listed services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Please include additional pages as necessary.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
4.1	Mobilization charge for expedited services	
4.2	Discount Off Catalog rate	
4.3	PRESSURE WASHING	\$ 100 per hour
4.4		

COMPANY NAME: GREAT WESTERN MANAGED SERVICES CO.

EMAIL ADDRESS: ckoehler@greatwesternco.com