



Amendment No.01
to
MA 5000 NA190000171
for
Citywide Disposable Tamper Evident Deposit Bags
Dunbar Security Products, Inc
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to incorporate the following product number changes for the disposable tamper evident deposit bags. The updated Order Form is hereby incorporated by reference:

Which Reads:

| Product Number | Product Description |
|----------------|--|
| 1017BPTB2 | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1017BPTB | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1017BPTB1K | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1221ACP2 | CoinPak - coin deposit bag - (coin deposit only) |
| 1221ACP4 | CoinPak - coin deposit bag - (coin deposit only) |
| 1221ACP1K | CoinPak - coin deposit bag - (coin deposit only) |

To Read:

| Product Number | Product Description |
|----------------|--|
| 1115TBS2 | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1115TBS4 | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1115TBS1K | Dual-Pocket Top-Bottom, clear deposit bag - (cash and checks) |
| 1221ACP2 | CoinPak - coin deposit bag - (coin deposit only) |
| 1221ACP4 | CoinPak - coin deposit bag - (coin deposit only) |
| 1221ACP1K | CoinPak - coin deposit bag - (coin deposit only) |

- 2.0 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: 07/24/2019 – 07/23/2022 | \$27,100.00 | \$27,100.00 |
| Amendment No. 2: Product Number Changes 11/01/2020 | \$27,100.00 | \$27,100.00 |

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its 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.
- 5.0 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.

DUNBAR SECURITY PRODUCTS, INC.

CITY OF AUSTIN

Sign/Date:

11.03.20

Joy Shaneybrook
Printed Name of Authorized Representative

Joy Shaneybrook
Director of Admin & Sales Support
Dunbar Security Products, Inc.
8525 Kelso Drive, Suite L
Baltimore, MD 21221
joy.shaneybrook@dunbarsecurityproducts.com

Sign/Date:

Diana McIntosh

Digitally signed by Diana McIntosh
Date: 2020.11.03 13:11:20 -06'00'

Diana C. McIntosh, Procurement Specialist II

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



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

July 24, 2019

Joy Shaneybrook
Director of Admin & Sales Support
Dunbar Security Products, Inc.
8525 Kelso Drive, Suite L
Baltimore, MD 21221

Ms. Shaneybrook:

The City of Austin approved the execution of a contract with your company for Citywide Disposable Tamper Evident Deposit Bags in accordance with the referenced solicitation.

| | |
|-----------------------------|---|
| Responsible Departments: | Citywide Disposable Tamper Evident Deposit Bags |
| Contact Person: | Gail Ray, Financial Manager - Treasury Phone: (512) 974-7884 e-mail: Gail.Ray@austintexas.gov |
| Project Name: | Citywide Disposable Tamper Evident Deposit Bags |
| Contractor Name: | Dunbar Security Products, Inc. |
| Contract Number: | MA 7400 NA190000171 |
| Contract Period: | The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months |
| Dollar Amount | The Contractor shall be paid a total Not-to-Exceed amount of \$27,100 for the initial Contract Term and \$11,000 for Option 1 and \$12,000 for Option 2, as indicated in the Bid Sheet, IFB Section 0600, for a Not-to-Exceed a total contract amount of \$50,100 |
| Extension Options: | The Contract may be extended automatically beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. |
| Requisition Number: | RQM 7400-19020500270 |
| Solicitation Type & Number: | IFB 7400-DCM1004 |

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,

Diana McIntosh
Procurement Specialist II

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Dunbar Security Products, Inc. (“Contractor”)
for
Citywide Disposable Tamper Evident Deposit Bags
MA 7400 NA190000171**

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 Dunbar Security Products, Inc., having offices at Baltimore, Maryland 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 7400-DCM1004.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid 7400-DCM1004, including all documents incorporated by reference.
- 1.1.3 **Dunbar Security Products, Inc.** Offer, dated May 9, 2019, including subsequent clarifications.

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

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

1.3 Term of Contract.

- 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 automatically 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 thirty-six (36) month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$27,100 for the initial Contract Term and \$11,000 for Option 1 and \$12,000 for Option 2, as indicated in the Bid Sheet, IFB Section 0600, for a Not-to-Exceed a total contract amount of \$50,100. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

1.6.1 Bulk Coin Deposit Bags thickness must be a minimum 6.5-mil gauge.

1.6.2 Pricing clarification from Dunbar Security Products, Inc., dated June 14, 2019.

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.

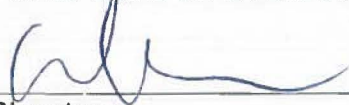
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DUNBAR SECURITY PRODUCTS, INC.

CITY OF AUSTIN

Dustin Gosewisch

Printed Name of Authorized Person



Signature

SUP, General Manager

Title:

7-19-19

Date:

Diana McIntosh

Printed Name of Authorized Person



Signature

Procurement Specialist II

Title:

07/24/2019

Date:



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

SOLICITATION NO: 7400 DCM1004

DATE ISSUED: April 29, 2019

REQUISITION NO.: 19020500270

COMMODITY CODE: 61527

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

Primary Contact:
Diana McIntosh
Contract Specialist II
Phone: (512) 974-2024
E-Mail: Diana.McIntosh@austintexas.gov

Secondary Contact:
Claudia Rodriguez
Contract Specialist IV
Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriguez@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Citywide Disposable
Tamper Evident Deposit Bags

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: May 21, 2019 at 2:00 p.m.

BID OPENING TIME AND DATE: May 21, 2019 at 3:00 p.m.

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

LIVE BID OPENING ONLINE:

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

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

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|---|---|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # 7400-DCM1004 | Purchasing Office-Response Enclosed for Solicitation # 7400-DCM1004 |
| P.O. Box 1088 | 124 W 8 th 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 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 6 |
| 0500 | SCOPE OF WORK | 5 |
| 0600 | BID SHEET – Must be completed and returned with Offer | 1 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & Return | 2 |
| 0700 | REFERENCE SHEET – Complete & Return | 2 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION– Complete & Return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete & Return | 1 |
| 0900 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & Return | 1 |
| 0905 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & Return, if applicable | 3 |
| Attachment A | LIST OF DEPARTMENTS AND LOCATIONS | 2 |
| Attachment B | REQUIREMENTS CHECKLIST – Complete & Return | 4 |

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

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

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

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 revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: DUNBAR SECURITY PRODUCTS

Company Address: 9525 KELSO DRIVE SUITE L

City, State, Zip: BALTIMORE, MD 21221

Vendor Registration No. V30000016P97

Printed Name of Officer or Authorized Representative: MARTINA HUSTAK

Title: ACCOUNT EXECUTIVE

Signature of Officer or Authorized Representative: M Hustak

Date: 5/9/19

Email Address: martina.hustak@dunbarsecurityproducts.com

Phone Number: 800-766-9145

(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF AUSTIN

Awarded this _____ day of _____, 20__

Signature

Printed Name and Title of Authorized Person

Date

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **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.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
 - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
 - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
 - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
 - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
 - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
 - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
 - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
 - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
 - H. **Payment:** Payment terms shall be net 30 days.
 - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
 - K. **Proprietary Information:**
 - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
 - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
 - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.
 - iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, repealed and replaced effective on June 25, 2018, prohibits lobbying activities or representations by Offerors during the No-Lobbying Period.

1. FINDINGS; PURPOSE.

- (A) The council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this article.
- (B) The council finds that it is in the City's interest:
- (i) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and
 - (ii) to further compliance with State law procurement requirements.
- (C) The council intends that:
- (i) each response is considered on the same basis as all others; and
 - (ii) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

2. APPLICABILITY.

- (A) This article applies to all solicitations except:
- (i) City social service funding;
 - (ii) City cultural arts funding;
 - (iii) federal, state or City block grant funding;
 - (iv) the sale or rental of real property;
 - (v) interlocal contracts or agreements; and
 - (vi) solicitations specifically exempted from this article by council.
- (B) Absent an affirmative determination by the council, the purchasing officer has the discretion to apply this article to any other competitive process.
- (C) City Code Section 1-1-99 (*Offenses; General Penalty*) does not apply to this article.

3. DEFINITIONS.

In this article:

- (A) AGENT means a person authorized by a respondent to act for or in place of the respondent in order to communicate on behalf of that respondent. Each of the following is presumed to be an agent:
- (i) a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (ii) a person related within the first degree of consanguinity or affinity to a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (iii) a person related within the first degree of consanguinity or affinity to the respondent, if a respondent is an individual person; and
 - (iv) a lobbyist, attorney, or other legal representative of the respondent that has been retained by the respondent with respect to the subject matter of either the solicitation or the respondent's response to the solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

- (B) AUTHORIZED CONTACT PERSON means a City employee designated in a City solicitation as the point of contact for all purposes for that solicitation.
- (C) CITY EMPLOYEE is defined in Section 2-7-2 (*Definitions*), and further includes an independent contractor hired by the City with respect to the solicitation.
- (D) CITY OFFICIAL is defined in Section 2-7-2 (*Definitions*).
- (E) NO-LOBBYING PERIOD means the period of time beginning at the date and time a solicitation is published and continuing through the earliest of the following:
 - (i) the date the last contract resulting from the solicitation is signed;
 - (ii) 60 days following council authorization of the last contract resulting from the solicitation; or
 - (iii) cancellation of the solicitation by the City
- (F) PURCHASING OFFICER means the City employee authorized to carry out the purchasing and procurement functions and authority of the City.
- (G) RESPONSE means a written offer or submission in reply to a solicitation.
- (H) RESPONDENT means a person or entity that has timely submitted or subsequently timely submits a response to a City solicitation, even if that person subsequently withdraws its response or has been disqualified by the City for any reason. Respondent includes:
 - (i) a subsidiary or parent of a respondent;
 - (ii) a joint enterprise, joint venture, or partnership with an interest in a response and in which a respondent is a member or is otherwise involved, including any partner in such joint enterprise, joint venture, or partnership; and
 - (iii) a subcontractor to a respondent in connection with that respondent's response.
- (I) SOLICITATION means an opportunity to compete to conduct business with the City that requires council approval under City Charter Article VII Section 15 (*Purchase Procedure*), and includes, without limitation:
 - (i) an invitation for bids;
 - (ii) a request for proposals;
 - (iii) a request for qualifications;
 - (iv) a notice of funding availability; and
 - (v) any other competitive solicitation process for which the purchasing officer, in the purchasing officer's sole discretion, affirmatively determines this article should apply in accordance with Section 2-B.

4. RESTRICTION ON LOBBYING.

Subject to the exclusions in Section 5 (*Permitted Communications*), during a no-lobbying period,

- (A) a respondent or an agent shall not communicate directly with a City official or a City employee, or both in order to:
 - (i) provide substantive information about any respondent or response with respect to the solicitation to which the communication relates;
 - (ii) encourage the City to reject one or more of the responses to the solicitation to which the communication relates;
 - (iii) convey a complaint about the solicitation to which the communication relates; or
 - (iv) ask any City official or City employee to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation to which the communication relates.
- (B) a City official shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies;
- (C) a City employee, other than the authorized contact person, shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

5. PERMITTED COMMUNICATIONS.

The following communications are permitted under this article at any time:

- (A) any communication between a respondent or agent and any authorized contact person, including, without limitation and in accordance with regulation, any complaint concerning the solicitation;
- (B) any communication between a respondent or agent and any person to the extent the communication relates solely to an existing contract between a respondent and the City, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
- (C) any communication between a respondent or an agent and a City employee to the extent the communication relates solely to a non-substantive, procedural matter related to a response or solicitation;
- (D) any communication required by or made during the course of a formal protest hearing related to a solicitation;
- (E) any communication between a respondent or an agent and the City's Small & Minority Business Resources Department, that solely relates to compliance with Chapters 2-9A through 2-9D (*Minority-Owned and Women-Owned Business Enterprise Procurement Program*) of the City Code;
- (F) any communication between an attorney representing a respondent and an attorney authorized to represent the City, to the extent the communication is permitted by the Texas Disciplinary Rules of Professional Conduct;
- (G) any communication made by a respondent or an agent to the applicable governing body during the course of a meeting properly noticed and held under Texas Government Code Chapter 551 (*Open Meetings Act*);
- (H) any communication between a respondent or an agent and a City employee whose official responsibility encompasses the setting of minimum insurance requirements for the solicitation to which the communication relates, to the extent the communication relates solely to the insurance requirements established by the City in the solicitation; and
- (I) any contribution or expenditure as defined in Chapter 2-2 (*Campaign Finance*).

6. MODIFICATION OF RESTRICTION.

The purchasing officer may waive, modify, or reduce the requirements in Section 4 (*Restrictions on Lobbying*) in order to allow respondents to communicate with a City employee or a City official other than the authorized contact person when the purchasing officer determines, in writing, that the solicitation must be conducted in an expedited manner, including but not limited to a solicitation conducted for reasons of health or safety under the shortest schedule possible with no extensions. Any such modification authorized by the purchasing officer shall be stated in the solicitation.

7. NOTICE.

- (A) Each solicitation shall include a notice advising respondents and prospective respondents:
 - (i) of the requirements of this article;
 - (ii) that any communication initiated by a City employee or City official, other than the authorized contact person, during the no-lobbying period regarding a response or the solicitation may result in a violation of Section 4(A) if the respondent subsequently lobbies that City employee or City official.
- (B) The purchasing officer, or a City employee designated by the purchasing officer, shall provide weekly written notice, accessible to all City employees and City officials, of each solicitation for which the no-lobbying period is in effect.

8. DISCLOSURE OF VIOLATION.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

A City official or a City employee other than the authorized contact person that becomes aware of a violation of Section 4 (*Restrictions on Lobbying*) shall notify the authorized contact person in writing as soon as practicable.

9. ENFORCEMENT.

- (A) A respondent that has been disqualified pursuant to Section 10(A) (*Disqualification; Contract Voidable*) may appeal such disqualification to a subcommittee that is less than a quorum of the Ethics Review Commission established in Chapter 2-7, Article 2 (*Ethics Review Commission*), whose decision on appeal shall be final and binding. Any appeal must be filed in the manner prescribed by the Ethics Review Commission within 5 calendar days of the notice given by the purchasing officer pursuant to Section 10(B).
- (B) The purchasing officer shall waive a violation of Section 4(A) if the violation was solely the result of communications initiated by a City official or a City employee other than the authorized contact person.
- (C) The purchasing officer has the authority to enforce this article through rules promulgated in accordance with Chapter 1-2 (*Adoption of Rules*), which at a minimum shall include a notice and protest process for respondents disqualified pursuant to Section 10 (*Disqualification; Contract Voidable*), including:
 - (1) written notice of the disqualification imposed pursuant to Section 10 (*Disqualification; Contract Voidable*);
 - (2) written notice of the right to protest the disqualification imposed; and
 - (3) written notice of the right to request an impartial hearing process.

10. DISQUALIFICATION; CONTRACT VOIDABLE.

- (A) If the purchasing officer finds that a respondent has violated Section 2-7-104(1), the respondent is disqualified from participating in the solicitation to which the violation related.
- (B) The purchasing officer shall promptly provide written notice of disqualification to a disqualified respondent.
- (C) If a respondent is disqualified from participating in a solicitation as a result of violating Section 2-7-104(1) and the solicitation is cancelled for any reason, that respondent is also disqualified from submitting a response to any reissue of the same or similar solicitation for the same or similar project. For the purposes of this section, the purchasing officer may determine whether any particular solicitation constitutes a "same or similar solicitation for the same or similar project".
- (D) If a respondent violates Section 104(1) and is awarded a contract resulting from the solicitation to which the violation relates, the City may void that contract.
- (E) Respondents that violate Section 2-7-104(1) three or more times during a five year period may be subject to debarment from participating in any new contracts with the City for a period of up to three years.

8. SUBMISSION OF OFFERS: Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:
 - i. Cover Page, Offer Sheet signed by an authorized representative; ii.
 - Section 0600, Bid/Quote Sheet or Offer, as applicable; iii.
 - Section 0605, Local Business Presence Identification, if applicable;
 - iv. Section 0700, Reference Sheet, as applicable ;
 - v. Sections 0835 – Non-Resident Bidder Provisions;

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address
Solicitation Number
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address 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 # | Purchasing Office-Response Enclosed for Solicitation # |
| P.O. Box 1088 | 124 W 8 th Street, Rm 310 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

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

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.
- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by 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. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.
- C. **Local Business Presence:** 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

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

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.

- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

| Team's Local Business Presence | Points Awarded |
|--|----------------|
| Local business presence of 90% to 100% | 10 |
| Local business presence of 75% to 89% | 8 |
| Local business presence of 50% to 74% | 6 |
| Local business presence of 25% to 49% | 4 |
| Local presence of between 1 and 24% | 2 |
| No local presence | 0 |

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:

Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14. RESERVATIONS: The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;
- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
- D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
- E. add additional terms or modify existing terms in the Solicitation;
- F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
- G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

- H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
 - I. reject an Offer that contains fraudulent information;
 - J. reject an Offer that has material omissions;
 - K. reject or cancel any or all Offers;
 - L. reissue a Solicitation;
 - M. procure any item by other means;
 - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
 - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
 - iii. You must submit your protest in writing and must include the following information:
 - (1) your name, address, telephone, and fax number;
 - (2) the solicitation number and the CIP number, if applicable;
 - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
 - v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
 - vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
 - (1) the City urgently requires the supplies or services to be purchased, or
 - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

18. INTERESTED PARTIES DISCLOSURE

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

<https://www.ethics.state.tx.us/File/>

19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with 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.

**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>

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

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.

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

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.

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

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

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

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.

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

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

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

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

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

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

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.

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

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.

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

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 |

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

| | |
|---------------------------|-----------------------------|
| 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.

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

- 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".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at Diana.McIntosh@austintexas.gov at least ten (10) business days prior to the Solicitation due date.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

- 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 thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract. 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.

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

- B. 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.
- C. 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. **DELIVERY REQUIREMENTS:**

- A. Delivery Locations: See Attachment A List of Departments and Locations.
- B. All orders must be shipped complete unless arrangements for partial shipments are made in advance with the Contract Manager or designee.
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. The Contractor shall confirm the quantity to be shipped on all orders within one (1) business day of notification by phone from the City.
- E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (reference Paragraph 51 in Standard Purchase Terms and Conditions , Section 0300).

6. **INVOICES and PAYMENT:** (reference Paragraphs 12 and 13 in Standard Purchase Terms and Conditions, Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Standard Purchase Terms and Conditions, Section 0300, Paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall accompany the shipment according to Attachment A City of Austin Department List.
- B. Submit invoices and statements directly to the City of Austin Department ordering the deposit bags.
- A. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **SAMPLES – EXACT REPLICA:**

- A. The Offeror shall submit an exact replica of the goods to be provided as follows:
 - 1. Provide five (5) Samples of Bag Type 1: Mixed Cash and Check with proposal.
 - 2. Provide five (5) Samples of Bag Type 2: Bulk Coin Deposit Bags with proposal

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

3. Provide literature information on product materials, weight, thickness and seals
- B. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- D. Samples will be evaluated or tested as per the specifications in Section 0500 as follows:
 1. Water and oil resistant;
 2. Temperature;
 3. Seal Strength;
 4. Leak Resistant;
 5. Tamper Evident Detectable;
 6. Size;
 7. Pouches Separate Easily;
 8. Writability on the Outside of each bag;
 9. Hang Test When Fully Loaded with Coin; and
 10. Drop Test When Fully Loaded with Coin.

8. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) 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.

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

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

| | |
|---|--|
| Weight % or \$ of Base Price: 100% | |
| Database Name: Bureau of Labor Statistics | |
| Series ID: PCU326111326111 | |
| <input checked="checked" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: N/A | |
| Description of Series ID: Plastics bag and pouch manufacturing | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All | |

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

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

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

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

- E. 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.

10. **INTERLOCAL PURCHASING AGREEMENTS:**

- 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.

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

Gail Ray; gail.ray@austintexas.gov; 512-974-7884

**CITY OF AUSTIN
SCOPE OF WORK, SECTION 0500
FOR
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
INVITATION FOR BID (IFB) NO. 7400-DCM1004**

1.0 Purpose

The City of Austin seeks to establish a contract with a qualified Contractor who can provide two (2) different types of disposable tamper evident deposit bags for the City of Austin.

These services will be utilized by various City Departments (Attachment A, City of Austin Department Listing). The City reserves the right to add or remove City Departments to/from the Contract as needed.

This IFB will be awarded to the Contractor that submits the lowest responsive bid. It is the City's preference to award a single contract for these services however, the City reserves the right to reject all bids entirely or make a contract award between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as-a-result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 Contractor Qualifications

The Contractor shall:

- 2.1 Have a minimum of five (5) years of continuous experience in providing services that are similar in size and scope to the City's.
- 2.2 Submit proof of experience with bid proposal. Contractor's proof of experience may be in the form of an executive narrative, resumes, references and/or letters of reference during the previous five-year period, which clearly demonstrate experience similar in size and scope specified herein.
- 2.3 The bidder shall submit valid references that confirm the experience requirement on the Section 0700-References document.

3.0 General Minimum Requirements

The Contractor shall:

- 3.1 Perform all services in accordance with the specifications, terms, and conditions set forth herein. Any costs associated with meeting these requirements shall be included in the Section 0600: Bid Sheet and not charged separately.
- 3.2 Notify Contract Manager or designee if it is determined that the services being performed cannot be completed as specified.

- 3.3 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.
- 3.4 Respondent shall submit Attachment B Requirements Check List with bid proposal.
- 3.5 Minimum requirements as outlined in this SOW will be eliminating factors should a respondent fail to meet any of the requirements.

4.0 **General Specifications**

- 4.1 Plastic bag material must be a minimum thickness of 5-mil or the equivalent in strength and durability, must be water and oil resistant.
- 4.2 A high-resolution bar code must be printed in black with a white background, placed on the front of the bag body and must represent a unique identifier for each deposit bag.
- 4.3 A matching human-readable tracing/bag identifier must be printed on both the bag body (below the bar code) and on the tear-off receipt.
- 4.4 The contents within the plastic bag must be easily distinguishable through the packaging material.
- 4.5 The deposit bag must display an area on which the customer name, location number, and total deposit amount can be handwritten.
- 4.6 Once closed, the seal on the deposit bag must:
 - 4.6.1 Hold under a diverse range of temperature conditions within a temperature range of -60F to +160F.
 - 4.6.2 Be strong, leak resistant, and highly tamper evident so that unauthorized access is easily detectable.

5.0 **Bag Type 1: Mixed Cash and Check Specifications (includes Straight Cash and Straight Check)**

5.1 **Construction**

- 5.1.1 Mixed Cash and Check Bag requires two (2) separate pouches.
 - a. One (1) pouch designated for cash/coin.
 - b. One (1) pouch designated for checks, traveler's checks, deposit slips, and other supporting documentation.
 - c. The two (2) pouches must have highly tamper-evident enclosures.
 - d. The two (2) pouches must clearly separate from each other so that there is no access from one (1) pouch to the other.

- 5.1.2 Mixed Cash and Check Bag must have a running tamper-evident seal across the top of both pouches.
- 5.1.3 Mixed Cash and Check Bag should be constructed in such a way as to allow recycling. The bags must be labeled as recyclable.
- 5.1.4 Mixed Cash and Check Bag must have 1,500 grams/inch minimum side-seal strength. It must be constructed to withstand customer and carrier handling without failing.
- 5.1.5 Mixed Cash and Check Bag must be no less than 10" X 15" in size and no more than 13" X 21" in size.
- 5.1.6 Strictly cash or strictly check deposits are required to use the mixed cash and check bag specifications.

5.2 Printing

- 5.2.1 Mixed Cash and Check Bag must include detailed instructions outlining the expected contents of each pouch.
- 5.2.2 Mixed Cash and Check Bag must include space to write the delivery and sending location information.
- 5.2.3 Mixed Cash and Check Bag must include a unique numbering system (no alpha characters or symbols) for the identification of each depository bag. This unique number must be printed both on the receipt strip of the bag seal and on the body of the bag.
- 5.2.4 Mixed Cash and Check Bag must include a bar code format which replicates the unique numbering system used for the identification of each deposit bag.
- 5.2.5 Optimally, include a bar code that is placed in the bag's upper section and centered at the top of the Mixed Cash and Check Bag.
- 5.2.6 Mixed Cash and Check Bag must include a clear description of what to look for when determining if tampering has occurred with the bag seal.

5.3 Film

- 5.3.1 Mixed Cash and Check Bag Type: Co-extruded Polyethylene Film.
- 5.3.2 Mixed Cash and Check Bag Color: Clear

5.4 Additional requirements for Bag Type 1: Mixed Cash and Check

- 5.4.1 Mixed Cash and Check Bag seals must be straight and cleanly cut to provide a high degree of tamper evidence.

- 5.4.2 Mixed Cash and Check Bag seals must be strong, highly tamper-evident and leak resistant.
- 5.4.3 Mixed Cash and Check Bag stop tape closure must provide high color contrast.

6.0 **Bag Type 2: Bulk Coin Deposit Bags**

6.1 **Construction**

- 6.1.1 Bulk Coin Deposit Bags must be self-sealing with a tamper-evident seal.
- 6.1.2 Bulk Coin Deposit Bags must have an exterior coefficient of friction (COF) sufficient to prevent slipping while stacked with other plastic and/or canvas bags. A COF of .95 or higher shall meet this standard.
- 6.1.3 Bulk Coin Deposit Bags must incorporate a reinforced handle able to withstand a 100-pound load hang test.
- 6.1.4 A full Bulk Coin Deposit Bag of coins must be able to withstand minimum of eight (8) six-foot drops.
- 6.1.5 Dimensions of the Bulk Coin Deposit Bags shall approximate that of a standard canvas coin bag. The fillable pouch space of the bag shall approximate 13" X18" in area, with pouch space not to exceed 13"X19".
- 6.1.6 Bulk Coin Deposit Bags handle shall not exceed three (3") inches, with total bag dimensions not to exceed 13" by 22".
- 6.1.7 Bulk Coin Deposit Bags must be clear so that contents are clearly distinguishable through the packaging material.

6.2 **Printing**

- 6.2.1 Bulk Coin Deposit Bags must include detailed instructions outlining the expected contents of the bag.
- 6.2.2 Bulk Coin Deposit Bags must include space to write the delivery and sending location information.
- 6.2.3 Bulk Coin Deposit Bags must include a unique numbering system (no alpha characters or symbols) for the identification of each depository bag. This number must be printed both on the receipt strip of the bag seal and on the body of the bag.
- 6.2.4 Bulk Coin Deposit Bags must include a bar code format which replicates the numbering system used for the identification of each deposit bag.
- 6.2.5 Optimally, include a bar code that is placed in the bag's upper section and centered at the top of the Bulk Coin Deposit Bags.

6.2.6 Bulk Coin Deposit Bags must include a clear description of what to look for when determining if tampering has occurred with the bag seal.

6.3 **Film**

6.3.1 Bulk Coin Deposit Bags Type: Co-extruded Polyethylene Film

6.3.2 Bulk Coin Deposit Bags Thickness: must be a minimum 6.5-mil gauge or the equivalent in strength and durability.

6.3.3 Bulk Coin Deposit Bags Color: Clear

6.4 **Deposit Ticket Closure**

6.4.1 Deposit tickets for bulk coin deposits are placed in a separate envelope and are not included in the deposit bag.

7.0 **Order Requirements**

The Contractor shall:

7.1 Ship deposit bags, upon receiving an order request from a City Department, to the City of Austin Department address (Attachment A, City of Austin Department Listing).

7.2 Ship deposit bags in lots of 200, 400, or 1,000 bags.

7.3 Ensure that disposable tamper-evident deposit bags meet the [Federal Reserve](#) ("Fed Ready") requirements along with the previously stated minimum requirements in order to be considered for this IFB.

7.4 State the maximum number of business days between receipt of orders and shipment date to the department(s) on Attachment B Requirements Check List

8.0 **Labor and Personnel**

8.1 Provide a single point of contact (SPOC), who is English-speaking, skilled, knowledgeable and experienced with the services provided under the contract. The SPOC's contact name, phone number and e-mail address shall be provided to the Contract Manager or designee at contract award. During times when the SPOC is unavailable, the Contractor shall provide contact information for a designee to act on their behalf.

9.0 **Attachments**

Attachment A City of Austin Department Locations

Attachment B Requirements Checklist



**CITY OF AUSTIN
BID SHEET
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS**

SOLICITATION NO.: IFB 7400-DCM1004

BUYER: Diana McIntosh

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your 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, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

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 - Bag Type 1: Mixed Cash and Check

| ITEM NO. | ITEM DESCRIPTION | UNIT OF MEASURE | ESTIMATED ANNUAL QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|---|-----------------|---------------------------|------------|----------------|
| 1.1 | Bag Type 1: Mixed Cash and Check (Item 5.0 of Specification) - Ordered in Lots of 200 | LOT | 100 | \$ 42.00 | \$ 4,200.00 |
| 1.2 | Bag Type 1: Mixed Cash and Check (Item 5.0 of Specification) - Ordered in Lots of 400 | LOT | 5 | \$ 70.00 | \$ 350.00 |
| 1.3 | Bag Type 1: Mixed Cash and Check (Item 5.0 of Specification) - Ordered in Lots of 1,000 | LOT | 2 | \$ 160.00 | \$ 320.00 |
| SUBTOTAL FOR CATEGORY 1 = | | | | | \$ 4,870.00 |

CATEGORY 2 - Bag Type 2: Bulk Coin Deposit Bags

| ITEM NO. | ITEM NO. | UNIT OF MEASURE | ESTIMATED ANNUAL QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|---|-----------------|---------------------------|------------|----------------|
| 2.1 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 200 | LOT | 1 | \$ 120.00 | \$ 120.00 |
| 2.2 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 400 | LOT | 2 | \$ 220.00 | \$ 440.00 |
| 2.3 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 1,000 | LOT | 4 | \$ 510.00 | \$ 2,040.00 |
| SUBTOTAL FOR CATEGORY 2 = | | | | | \$ 2,600.00 |

TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 2 = \$ 7,470.00

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: COMMON CARRIER (FedEx, UPS) = YES VENDOR DELIVERY

COMPANY NAME: Dunbar Security Products

EMAIL ADDRESS: martina.hustak@dunbarsecurityproducts.com



**CITY OF AUSTIN
BID SHEET
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS**

SOLICITATION NO.: IFB 7400-DCM1004

BUYER: Diana McIntosh

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your 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, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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

Prices offered on the bid sheet shall be all inclusive of fees **not expressly allowed in the scope of work**. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

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 - Bag Type 1: Mixed Cash and Check

| ITEM NO. | ITEM DESCRIPTION | UNIT OF MEASURE | ESTIMATED ANNUAL QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|---|-----------------|---------------------------|------------|----------------|
| 1.1 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 200 | LOT | 100 | \$ - | \$ - |
| 1.2 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 400 | LOT | 5 | \$ - | \$ - |
| 1.3 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 1,000 | LOT | 2 | \$ - | \$ - |
| SUBTOTAL FOR CATEGORY 1 = | | | | | \$ - |

CATEGORY 2 - Bag Type 2: Bulk Coin Deposit Bags

| ITEM NO. | ITEM NO. | UNIT OF MEASURE | ESTIMATED ANNUAL QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|---|-----------------|---------------------------|------------|----------------|
| 2.1 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 200 | LOT | 1 | \$ - | \$ - |
| 2.2 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 400 | LOT | 2 | \$ - | \$ - |
| 2.3 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 1,000 | LOT | 4 | \$ - | \$ - |
| SUBTOTAL FOR CATEGORY 2 = | | | | | \$ - |

TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 2 = \$ -

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: COMMON CARRIER (FedEx,UPS) VENDOR DELIVERY

COMPANY NAME:

EMAIL ADDRESS:

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 | DUNBAR SECURITY PRODUCTS | |
| 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 | 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 | 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 |
| | | |

Section 0700: Reference SheetResponding Company Name DUNBAR SECURITY PRODUCTS

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

1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

HARRIS COUNTY TOLL ROAD AUTHORITY
RICARDO TORRES GONZALEZ - PROCUREMENT
COORDINATOR

14640 HENRY RD

HOUSTON, TX 77060

(932) 590-6937 Fax Number ()

RICARDO.TORRES@HCTRA.ORG

AMERICAN AIRLINES
KELLY KACPROWSKI - TREASURER

4333 AMON CARTER BLVD

FORT WORTH, TX 76155

(917) 967-1546 Fax Number (917) 967-4314

KELLY.TREMAINE-KACPROWSKI@aa.com

EYEMART EXPRESS
SUSAN ALLAN - ACCOUNTING

13900 SENLAC DR SUITE 200

FARMERS BRANCH, TX 75834

(972) 277-3002 Fax Number (972) 277-3102

SALLAN@EYEMARTEXPRESS.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 9 day of May, 2019

CONTRACTOR

Authorized Signature

Title

PRODUCTS
DUNBAR SECURITY
[Signature]
ACCOUNT EXECUTIVE

Section 0835: Non-Resident Bidder Provisions

Company Name DUNBAR SECURITY PRODUCTS

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

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

Answer: "non-resident 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: NO 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: _____

IFB NO.
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
LIST OF CITY OF AUSTIN DEPARTMENTS
ATTACHMENT A

The following departments will initially be set up to submit orders for shipment. The City reserves the right to add or remove City Departments as needed.

| City Department | Address | City | State | Zip Code |
|--|--|--------|-------|----------|
| Austin Animal Services | 7201 Levander Loop | Austin | TX | 78702 |
| Austin Code Department | 1520 Rutherford Lane | Austin | TX | 78754 |
| Austin Convention Center Department | 500 E. Cesar Chavez | Austin | TX | 78701 |
| Austin Convention Center Palmer Events Center | 900 Barton Springs Road | Austin | TX | 78704 |
| Austin Convention Center Parking Garage | 601 E. 5th Street | Austin | TX | 78701 |
| Austin Energy - East Branch Sub Station | 2800 Webberville Road | Austin | TX | 78702 |
| Austin Energy - North Branch Sub Station | 8716 Research Blvd | Austin | TX | 78757 |
| Austin Energy - Town Lake Center - Corporate Accounting | 721 Barton Springs Road | Austin | TX | 78704 |
| Austin Fire Department | 505 Barton Springs Road, 2nd Floor | Austin | TX | 78704 |
| Austin Police Department | 715 E. 8th Street | Austin | TX | 78701 |
| Austin Public Health Department - CD Clinic | 15 Waller Street | Austin | TX | 78702 |
| Austin Public Health Department - Env & Cons Health | 1520 Rutherford Lane, Bldg. 1, Ste-1-205 | Austin | TX | 78754 |
| Austin Public Health Department - Office of Vital Records | 7201 Levander Loop | Austin | TX | 78702 |
| Austin Public Health Department - Shots for Tots - Far South Clinic | 405 W. Stassney Lane | Austin | TX | 78745 |
| Austin Public Health Department - Shots for Tots - St. Johns Community Center Clinic | 7500 Blessing Ave | Austin | TX | 78752 |
| Austin Public Library | 635 N Pleasant Valley Road | Austin | TX | 78702 |
| Austin Resource Recovery Finance Division | 1520 Rutherford Lane, Bldg. 1, Ste-1-200 | Austin | TX | 78754 |
| Austin Transportation Department | 1501 Toomey Road | Austin | TX | 78704 |
| Austin Transportation Department - Parking Meters | 2001 E 5th Street | Austin | TX | 78702 |

| City Department | Address | City | State | Zip Code |
|---|---|--------|-------|----------|
| Austin Water Utility | 625 E. 10th Street, Ste 200 | Austin | TX | 78701 |
| Aviation Department | 3600 Presidential Blvd, Ste.411 | Austin | TX | 78719 |
| City Clerk's Office | 301 W. 2nd Street | Austin | TX | 78701 |
| Development Services Department | 505 Barton Springs Road, 1st Floor | Austin | TX | 78704 |
| Emergency Medical Services Department | 15 Waller Street, EMS Billing Office, 2nd Floor | Austin | TX | 78702 |
| Financial Services Department - Controller's Office | 124 W. 8th Street | Austin | TX | 78701 |
| Fleet Services Department | 1190 Hargrave | Austin | TX | 78721 |
| Human Resources Department | 505 Barton Springs Road, 6th Floor | Austin | TX | 78704 |
| Municipal Court - Main | 700 E. 7th Street | Austin | TX | 78701 |
| Parks & Recreation - Aquatics Office | 2818 San Gabriel Street | Austin | TX | 78705 |
| Parks & Recreation - Athletics Department | 515 S. Pleasant Valley Road | Austin | TX | 78741 |
| Parks & Recreation - Bartholomew Pool | 1800 E. 51st Street | Austin | TX | 78723 |
| Parks & Recreation - Barton Springs Pool | 2201 Barton Springs Road | Austin | TX | 78746 |
| Parks & Recreation - Deep Eddy Pool | 400 Deep Eddy Ave | Austin | TX | 78703 |
| Parks & Recreation - Mabel Davis Pool | 3427 Parker Lane | Austin | TX | 78741 |
| Parks & Recreation - Northwest Pool | 7000 Ardath | Austin | TX | 78757 |
| Parks & Recreation - Springswoods Pool | 13320 Lyndhurst Street | Austin | TX | 78729 |
| Parks & Recreation - Walnut Creek Pool | 12138 N. Lamar | Austin | TX | 78758 |
| Parks & Recreation Department - Finance | 200 South Lamar | Austin | TX | 78704 |
| Public Works | 505 Barton Springs Road | Austin | TX | 78704 |
| Telecomm and Regulatory Affairs (TARA) | 811 Barton Springs Road, Ste. 920 | Austin | TX | 78704 |
| Watershed Protection | 505 Barton Springs Road, Ste. 1100 | Austin | TX | 78704 |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B

| VENDOR NAME: <u>DUNBAR SECURITY PRODUCTS</u> | | | | | |
|--|-----------|-----------------------------|--|-------------------------------------|--------------------------|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| 0500 Scope of Work | 5.1.1 | Bag Type 1: Construction | Mixed Cash and Check Bag requires two (2) separate pouches. a. One (1) pouch designated for cash/coin. b. One (1) pouch designated for checks, traveler's checks, deposit slips, and other supporting documentation. c. The two (2) pouches must have highly tamper-evident enclosures. d. The two (2) pouches must clearly separate from each other so that there is no access from one (1) pouch to the other. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.1.2 | Bag Type 1: Construction | Mixed Cash and Check Bag must have a running tamper-evident seal across the top of both pouches. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.1.3 | Bag Type 1: Construction | Mixed Cash and Check Bag should be constructed in such a way as to allow recycling. The bags must be labeled as recyclable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.1.4 | Bag Type 1: Construction | Mixed Cash and Check Bag must have 1,500 grams/inch minimum side-seal strength. It must be constructed to withstand customer and carrier handling without failing. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.1.5 | Bag Type 1: Construction | Mixed Cash and Check Bag must be no less than 10" X 15" in size and no more than 13" X 21" in size. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.1.6 | Bag Type 1: Construction | Strictly cash or strictly check deposits are required to use the mixed cash and check bag specifications. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.2.1 | Bag Type 1: Printing | Mixed Cash and Check Bag must include detailed instructions outlining the expected contents of each pouch. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.2.2 | Bag Type 1: Printing | Mixed Cash and Check Bag must include space to write the delivery and sending location information. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.2.3 | Bag Type 1: Printing | Mixed Cash and Check Bag must include a unique numbering system (no alpha characters or symbols) for the identification of each depository bag. This unique number must be printed both on the receipt strip of the bag seal and on the body of the bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.2.4 | Bag Type 1: Printing | Mixed Cash and Check Bag must include a bar code format which replicates the unique numbering system used for the identification of each deposit bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B

| VENDOR NAME: | | | | | |
|-----------------------|-----------|--|---|-------------------------------------|--------------------------|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| 0500 Scope of Work | 5.2.5 | Bag Type 1: Printing | Optimally, include a bar code that is placed in the bag's upper section and centered at the top of the Mixed Cash and Check Bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.2.6 | Bag Type 1: Printing | Mixed Cash and Check Bag must include a clear description of what to look for when determining if tampering has occurred with the bag seal. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.3.1 | Bag Type 1: Film | Mixed Cash and Check Bag Type: Co-extruded Polyethylene Film. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.3.2 | Bag Type 1: Film | Mixed Cash and Check Bag Color: Clear | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.4.1 | Bag Type 1: Additional Requirements | Mixed Cash and Check Bag seals must be straight and cleanly cut to provide a high degree of tamper evidence. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.4.2 | Bag Type 1: Additional Requirements | Mixed Cash and Check Bag seals must be strong, highly tamper-evident and leak resistant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 5.4.3 | Bag Type 1: Additional Requirements | Mixed Cash and Check Bag stop tape closure must provide high color contrast. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.1 | Bag Type 2: Construction | Bulk Coin Deposit Bags must be self-sealing with a tamper-evident seal. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.2 | Bag Type 2: Construction | Bulk Coin Deposit Bags must have an exterior coefficient of friction (COF) sufficient to prevent slipping while stacked with other plastic and/or canvas bags. A COF of .95 or higher shall meet this standard. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.3 | Bag Type 2: Construction | Bulk Coin Deposit Bags must incorporate a reinforced handle able to withstand a 100-pound load hang test. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.4 | Bag Type 2: Construction | A full Bulk Coin Deposit Bag of coins must be able to withstand minimum of eight (8) six-foot drops. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B


| VENDOR NAME: | | | | | |
|-----------------------|-----------|-----------------------------|---|-------------------------------------|--------------------------|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| 0500 Scope of Work | 6.1.5 | Bag Type 2: Construction | Dimensions of the Bulk Coin Deposit Bags shall approximate that of a standard canvas coin bag. The fillable pouch space of the bag shall approximate 13" X18" in area, with pouch space not to exceed 13"X19". | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.6 | Bag Type 2: Construction | Bulk Coin Deposit Bags handle shall not exceed three (3") inches, with total bag dimensions not to exceed 13" by 22". | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.1.7 | Bag Type 2: Construction | Bulk Coin Deposit Bags must be clear so that contents are clearly distinguishable through the packaging material. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.1 | Bag Type 2: Printing | Bulk Coin Deposit Bags must include detailed instructions outlining the expected contents of the bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.2 | Bag Type 2: Printing | Bulk Coin Deposit Bags must include space to write the delivery and sending location information. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.3 | Bag Type 2: Printing | Bulk Coin Deposit Bags must include a unique numbering system (no alpha characters or symbols) for the identification of each depository bag. This number must be printed both on the receipt strip of the bag seal and on the body of the bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.4 | Bag Type 2: Printing | Bulk Coin Deposit Bags must include a bar code format which replicates the numbering system used for the identification of each deposit bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.5 | Bag Type 2: Printing | Optimally, include a bar code that is placed in the bag's upper section and centered at the top of the Bulk Coin Deposit Bags. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.2.6 | Bag Type 2: Printing | Bulk Coin Deposit Bags must include a clear description of what to look for when determining if tampering has occurred with the bag seal. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B

| VENDOR NAME: | | | | | |
|---|-----------|---------------------------|--|-------------------------------------|--------------------------|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| 0500 Scope of Work | 6.3.1 | Bag Type 2: Film | Bulk Coin Deposit Bags Type: Co-extruded Polyethylene Film | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.3.2 | Bag Type 2: Film | Bulk Coin Deposit Bags Thickness: must be a minimum 6.5-mil gauge or the equivalent in strength and durability. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.3.3 | Bag Type 2: Film | Bulk Coin Deposit Bags Color: Clear | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 6.4.1 | Deposit Ticket Closure | Deposit tickets for bulk coin deposits are placed in a separate envelope and are not included in the deposit bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 7.2 | Order Requirements | Ability to ship deposit bags in lots of 200, 400, or 1,000 bags. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 7.3 | Order Requirements | Ensure that disposable tamper-evident deposit bags meet the Federal Reserve ("Fed Ready") requirements along with the previously stated minimum requirements in order to be considered for this IFB. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 7.4 | Order Requirements | State the maximum number of business days between receipt of orders and shipment date to the department(s) | 3 | Days |
| Section 0400 Supplemental Purchase Provisions | 7.A.1 | Samples- Exact Replica | Provided five (5) Samples of Bag Type 1: Mixed Cash and Check with Response | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Section 0400 Supplemental Purchase Provisions | 7.A.2 | Samples- Exact Replica | Provided five (5) Samples of Bag Type 2: Bulk Coin Deposit Bags with Response | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B

| VENDOR NAME: | | | | | |
|---|-----------|---------------------------|---|--|---|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| Section 0400 Supplemental Purchase Provisions | 7.A.3 | Samples- Exact Replica | Provided literature information on product materials, weight, thickness and seals | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Section 0400 Supplemental Purchase Provisions | 5.D | Delivery Requirements | Options for submitting orders (check all that apply) | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | Phone Fax Online Other |

| | |
|----------------|--|
| SIGNATURE |  |
| NAME AND TITLE | Martina Hustak, Account Executive |
| DATE SIGNED | 5/9/2019 |

IFB NO.7400-DCM1004
CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS
REQUIREMENTS CHECKLIST
ATTACHMENT B

| VENDOR NAME: | | | | | |
|-----------------------|-----------|---------------------------|--|-------------------------------------|--------------------------|
| SECTION | PARAGRAPH | DESCRIPTION | REQUIREMENTS | Yes | No |
| 0500 Scope of Work | 2.1 | Contractor Qualifications | Have a minimum of five (5) years of continuous experience in providing services that are similar in size and scope to the City's. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 2.2 | Contractor Qualifications | Submitted proof of experience with bid proposal. Contractor's proof of experience may be in the form of an executive narrative, resumes, references and/or letters of reference during the previous five-year period, which clearly demonstrate experience similar in size and scope specified herein. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 2.3 | Contractor Qualifications | The bidder shall submit valid references that confirm the experience requirement on the Section 0700-References document. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.1 | General Specifications | Plastic bag material must be a minimum thickness of 5-mil or the equivalent in strength and durability, must be water and oil resistant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.2 | General Specifications | A high-resolution bar code must be printed in black with a white background, placed on the front of the bag body and must represent a unique identifier for each deposit bag. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.3 | General Specifications | A matching human-readable tracing/bag identifier must be printed on both the bag body (below the bar code) and on the tear-off receipt. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.4 | General Specifications | The contents within the plastic bag must be easily distinguishable through the packaging material. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.5 | General Specifications | The deposit bag must display an area on which the customer name, location number, and total deposit amount can be handwritten. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.6.1 | General Specifications | Once closed, the seal on the deposit bag must hold under a diverse range of temperature conditions within a temperature range of -60F to +160F. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 0500 Scope of Work | 4.6.2 | General Specifications | Once closed, the seal on the deposit bag must be strong, leak resistant, and highly tamper evident so that unauthorized access is easily detectable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

Product Description

Coin Bags –

This strong plastic coin bag will handle any coin shipment that is up to 60 lbs. of loose or rolled coin. Designed to handle shipments of "Federal Reserve" full bag shipments of coin. Features extremely strong 6.5 mil. thick clear film, dual numbering, easy "Press to Close" closure, tear-off receipt and a built-in handle to assist in the movement of the coin. 100 bags per box. Holds \$1000.00 in Quarters. Optional back pouch for deposit tickets or other documents.

Currency Bags –

This 10"X17" dual compartment deposit bag is both tamper-evident enough for Armored Car users and economical enough for self-depositing. Temperature resistant and "Approved" for Armored Car users because of its film strength and heavy-duty design. It will not tear or rip even under extreme abuse. It also includes a dual closure adhesive, tear-off receipt, bar coding, and dual sequential numbering.

Section 0835: Non-Resident Bidder Provisions

Company Name DUNBAR SECURITY PRODUCTS

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

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

Answer: "non-resident 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: NO 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: _____

CITY OF AUSTIN BID SHEET CITYWIDE DISPOSABLE TAMPER EVIDENT DEPOSIT BAGS

| | |
|--------------------------|-------------------------|
| <u>SOLICITATION NO.:</u> | IFB 7400-DCM1004 |
| <u>BUYER:</u> | Diana McIntosh |

| CATEGORY 1 - Bag Type 1: Mixed Cash and Check | | | | | |
|--|---|------------------------|----------------------|-------------------|-----------------------|
| ITEM NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. ANN. QTY | UNIT PRICE | EXTENDED PRICE |
| 1.1 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 200 | LOT | 100 | \$ 42.00 | \$ 4,200.00 |
| 1.2 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 400 | LOT | 5 | \$ 70.00 | \$ 350.00 |
| 1.3 | Bag Type 1: Mixed Cash and Check (item 5.0 of Specification) - Ordered in Lots of 1,000 | LOT | 2 | \$ 160.00 | \$ 320.00 |
| SUBTOTAL FOR CATEGORY 1 = | | | | | \$ 4,870.00 |

| CATEGORY 2 - Bag Type 2: Bulk Coin Deposit Bags | | | | | |
|--|---|------------------------|----------------------|-------------------|-----------------------|
| ITEM NO. | ITEM NO. | UNIT OF MEASURE | EST. ANN. QTY | UNIT PRICE | EXTENDED PRICE |
| 2.1 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 200 | LOT | 1 | \$ 120.00 | \$ 120.00 |
| 2.2 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 400 | LOT | 2 | \$ 220.00 | \$ 440.00 |
| 2.3 | Bag Type 2: Bulk Coin Deposit Bags (Item 6.0 of Specification) - Ordered in Lots of 1,000 | LOT | 4 | \$ 510.00 | \$ 2,040.00 |
| SUBTOTAL FOR CATEGORY 2 = | | | | | \$ 2,600.00 |

| | | | | |
|---|--|--|--|--------------------|
| TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 2 = | | | | \$ 7,470.00 |
|---|--|--|--|--------------------|

| Rounded up totals | | |
|--------------------------|----------|-----------------|
| Year 1 | \$8,217 | \$8,200 |
| Year 2 | \$9,039 | \$9,000 |
| Year 3 | \$9,943 | \$9,900 |
| Subtotal for Years 1-3 | \$27,198 | \$27,100 |
| Option 1 | \$10,937 | \$11,000 |
| Option 2 | \$12,031 | \$12,000 |
| Contract Total | \$50,166 | \$50,100 |

Assumptions:

Each year, including Year #1, calculated 10% increase each year for higher utilization and/or price increases.

Estimated Annual
Order Qty
20,000
2,000
2,000

24,000

200
800
4,000

5,000