

Amendment No. 1
of
Contract No. GA190000018
For
Rental of Blood Pressure Stations
between
Texas Medical Screening
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 14, 2020 to January 13, 2021. Three option remains.
- 2.0 The total contract amount is increased by \$6,840.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/14/2019 - 01/13/2020	\$6,840.00	\$6,840.00
Amendment No. 1: Option 1		
01/14/2020 - 01/13/2021	\$6,840.00	\$13,680.00

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

BY THE SIGNATURES affixed below,	this Amendment is hereby incorporated into	o and made a part of the above-referenced
contract.		11 11-

Signature & Date:

Signature & Date:

Teyla Mammadova, Procurement Specialist III

Printed Name: Drack T

Authorized Representative

City of Austin Purchasing Office

Texas Medical Screening 13103 Lookout Run San Antonio, TX 78233

# CONTRACT BETWEEN THE CITY OF AUSTIN ("City")

# AND

# **Texas Medical Screening ("Contractor")**

for

# Rental of Blood Pressure Stations MA 8700 GA190000018

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 Texas Medical Screening having offices at 13103 Lookout Run, San Antonio, TX 78233 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 8700 JRH1008.

# 1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, IFB 8700 JRH1008 including all documents incorporated by reference
- 1.1.3 Texas Medical Screening Offer, dated December 3, 2018, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This document
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> This Contract shall become effective January 14, 2019 and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.
  - 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period.
  - 1.3.2 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).
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$6,840 for the initial Contract term and \$6,840 for each extension option as indicated in the Bid Sheet, IFB

Section 0600 for a total not-to-exceed \$34,200. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

TEXAS MEDICAL SCREENING	CITY OF AUSTIN	
Brackley Bowen Printed Name of Authorized Person	John Hilbun	
Printed Nayne of Authorized Person	Printed Name of Authorized Person	
Budley C. B	an yell	
Signature /	8ignature	
President	Contract Mgmt Specialist IV	
Title:	Title:	
1/11/19	01/11/19	
Date:	Date: / /	



# CITY OF AUSTIN, TEXAS

# **Purchasing Office INVITATION FOR BID (IFB)** OFFER SHEET VERSION 1.1 12/18/2018

SOLICITATION NO: IFB 8700 JRH1008

**REQUISITION NO.:** RQM 8700 18091700781

**COMMODITY/SERVICE DESCRIPTION: Rental of Blood Pressure** 

Stations

**DATE ISSUED**: December 3, 2018

BID DUE PRIOR TO: 2:00pm CST January 10, 2019

**COMMODITY CODE**: 94842

BID OPENING TIME AND DATE: 3:00pm CST January 10, 2019

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

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

John Hilbun

Contract Mgmt Specialist IV Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

#### LIVE BID OPENING ONLINE:

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

http://www.austintexas.gov/department/bid-opening-webinars When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8700 JRH1008	Purchasing Office-Response Enclosed for Solicitation # IFB 8700 JRH1008
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and 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

<sup>\*</sup> 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 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

Company Name:		
0 411		
City State Zin:		
	Authorized Representative:	
Signature of Officer or Auth	norized Representative:	
Date:		
Email Address:		
Phone Number:		

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

The following Supplemental Purchasing Provisions apply to this solicitation:

- 1. **INSURANCE**: Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
    - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
    - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
    - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
    - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

OR

PURInsuranceCompliance@austintexas.gov

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. <u>Commercial General Liability Insurance</u>: 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. <u>Business Automobile Liability Insurance</u>: 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 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 on Section 0600, Bid Sheet.

C. <u>Endorsements</u>: 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.

# 2. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) 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.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 3. **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.

### 4. **DELIVERY REQUIREMENTS:**

See Section 0500 Specification, Section 4.0 for delivery locations.

- A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

			City of Austin
Depart	ment		Austin Police Department
Attn:			Accounts Payable
Addres	ss		P.O. Box 1629
City, Code	State	Zip	Austin, TX 78767-1629

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

# 6. **ECONOMIC PRICE ADJUSTMENT**:

- A. <a href="Price Adjustments">Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten (10) percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: 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. <u>Adjustments</u>: 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. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. Index Identification:

Weight % or \$ of Base Price: 100%		
Database Name: Medical equipment & supplies mfg, not seasonally adjusted		
Series ID: PCU33911-33911-		
Geographical Area: US Average		
Description of Series ID: Medical equipment & supplies mfg		
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: all items		

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

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

Juanita Fonseca <u>Juanita.fonseca@austintexas.com</u> (512) 974-5067

## 1.0 GENERAL PRODUCT DESCRIPTION

These specifications describe a blood pressure monitoring station for use by employees/visitors to the various Austin Police Department locations. Units will be leased by APD for use at six (6) locations.

# 2.0 BLOOD PRESSURE STATION OPERATING REQUIREMENTS

#### 2.1 FEATURES - Unit shall meet or exceed the following:

- 2.1.1 Unit will comply with AAMI (Association for the Advancement of Medical Instrumentation) Standards.
- 2.1.2 Unit will be easy to use with instructions clearly posted on unit.
- 2.1.3 Unit will measure blood pressure and pulse rate. Units with weight measurement systems will not be considered.
- 2.1.4 Unit will have a fully automated adult size upper arm pressure cuff.
- 2.1.5 Unit will have LED display of readings.
- 2.1.6 Unit will have external meter for tracking usage.
- 2.1.7 Unit will have posted blood pressure guidelines as defined by current medical industry standards established by organizations such as the Centers for Disease Control (CDC).
- 2.1.8 Unit will at a minimum, possess four (4) information display panels for dissemination of health and wellness information.
- 2.1.9 Unit will utilize oscillometric methodology.
- 2.1.10 Unit will inflate at approximately 8mmHg/Sec.
- 2.1.11 Unit will operate accurately under temperature conditions ranging from 50 to 104 degrees F (10 to 40 degrees C).
- 2.1.12 Unit will operate accurately under atmospheric humidity conditions ranging from 10 to 95%.
- 2.1.13 Unit must be capable of readings as follows:
  - A. Systolic: +50 to +260 mmHg
  - B. Diastolic: +30 to +240 mmHg
  - C. Pulse: 40bpm to 199 bpm
- 2.1.14 Test time will be approximately 1 minute or less.
- 2.1.15 Unit will possess an emergency stop mechanism with rapid deflation when pressure reaches overpressure limit of 310 +/- 10 mmHG.
- 2.1.16 Physical Dimensions shall be approximately:
  - A. Height 47.8 to 68.0"
  - B. Width: 24.2"
  - C. Depth: 20.3"
  - D. Weight: 82 to 90 pounds.
- 2.1.17 Input power requirements at a minimum: 117 VAC, 60HZ, 2.5 amps with a 3-wire grounded outlet.
- 2.1.18 Unit shall be adaptable for mobility impaired individuals.

# 3.0 INSTALLATION AND REMOVAL

- 3.1 The blood pressure stations will be installed and maintained by the Contractor.
- 3.2 Locations will be designated by City and are noted below as Section 4.0.
- 3.3 Locations and units may be added or deleted as necessary.
- 3.4 The blood pressure stations no longer needed by the City or at contract termination will be removed within 30 calendar days of notification to Contractor.

## 4.0 LOCATIONS

- 4.1 Headquarters Building, 715 E. 8<sup>th</sup> Street, Austin, TX 78701.
- 4.2 North Substation, 12425 Lamplight Village, Austin, TX 78758.
- 4.3 South Substation, 404 Ralph Ablanedo, Austin, TX 78748.
- 4.4 East Substation/Forensics Building, 812 Springdale Rd., Austin, TX 78702.
- 4.5 Training Academy, 4800 Shaw Lane, Austin, TX 78744.
- 4.6 CTECC, 5010 Old Manor Rd., Austin, TX 78723.

### 5.0 MAINTENANCE AND REPAIR

# 5.1 CONTRACTOR

- 5.1.1 The blood pressure stations shall be installed and maintained by the Contractor.
- 5.1.2 Vendor shall, at his expense, make all repairs resulting from malfunctions.
- 5.1.3 Contractor shall provide name and contact information for point of contact for maintenance and repairs.
- 5.1.4 In the event of equipment malfunction, vendor shall repair equipment within three business days of notification.
- 5.1.5 Leased units shall be serviced and calibrated a minimum of once each six month period at no additional cost to the City.
- 5.1.6 Failure to meet the designated time frame for service twice in a six month period may result in termination of agreement.
- 5.1.7 At the City's discretion, defective equipment (units with repetitive service/performance problems) shall be replaced by the Contractor within 10 business days of notification to Contractor.

### 5.2 CITY OF AUSTIN

- 5.2.1 City will ensure all reasonable precautions are taken to protect the equipment from loss or damage due to vandalism, negligence or misuse.
- 5.2.2 City will maintain cleanliness of equipment.
- 5.2.3 City will provide power via a 110-volt grounded electrical outlet.

# 6.0 LEGAL

- 6.1 Ownership will be retained by Contractor. City will hold no proprietary interest in the equipment.
- 6.2 Contractor shall comply with all laws, ordinances, rules and regulations pertaining to the operation of referenced equipment.

# 7.0 QUALIFIED PRODUCT(S)

Blood pressure stations that have been found to meet this specification are the <u>CSI Model 3K</u>, <u>LifeClinic LC-300 or Vita-Stat 90550</u>. Bidders may submit bids for "equal" devices. Specification sheets must be returned with bid response if an "equal" product is bid. Determination of equivalency will be made solely by the City of Austin, whose decision is final.

# 8.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
The blood pressure stations shall be installed and maintained by the Contractor. 5.1.1	Blood pressure monitoring station for use by employees/visitors to the various Austin Police Department locations. Units will be leased by APD for use at six (6) locations.	Leased units will be serviced and calibrated a minimum of once each six month period at no additional cost to	Contractor will comply with all laws, ordinances, rules and regulations pertaining to the operation of referenced equipment.	Ownership will be retained by Contractor. City will hold no proprietary interest in the equipment.

### Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

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

### OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

# SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

# SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

# Section 0700: Reference Sheet

Responding Company Name _	

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

١.	Company's Name	
	Name and Title of Contact	
	Project Name	
	Present Address	
	City, State, Zip Code	
	Telephone Number	()Fax Number ()
	Email Address	
<u>2</u> .	Company's Name	
	Name and Title of Contact	
	Project Name	
	Present Address	
	City, State, Zip Code	
	Telephone Number	()Fax Number ()
	Email Address	
3.	Company's Name	
	Name and Title of Contact	
	Project Name	
	Present Address	
	City, State, Zip Code	
	Telephone Number	()Fax Number ()
	Email Address	

#### City of Austin, Texas

#### Section 0800

#### NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

### **Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

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

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

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

#### Sanctions:

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

# Term:

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

Dated this	_ day of		
		CONTRACTOR	
		Authorized Signature	
		Title	

# Section 0835: Non-Resident Bidder Provisions

Compa	ny Name
A.	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?
	Answer:
	<ul><li>(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.</li><li>(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.</li></ul>
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 or such bid in said state?
	Answer: Which State:
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?
	Answer:



# **BID SHEET CITY OF AUSTIN** RENTAL OF BLOOD PRESSURE STATIONS

SOLICITATION NO.: IFB 8700 JRH1008

BUYER:

John Hilbun

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

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 - RENTAL OF BLOOD PRESSURE STATIONS					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Rental of six (6) total Blood Pressure Monitoring Stations/Kiosks/Booths located at six (6) APD Locations, per attached specification 0500	MONTHS	12	\$ 570.00	\$6,840.00
			TOTA	L FOR CATEGORY 1 =	\$6,840.00

## CATEGORY 2 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

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

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
2.1 Other Services: (Offeror to Specify - i.e. General Services Labor Rate)		Hour, etc.	Applicable Rates
2,2			
2.3			
2.4			

DELIVERY TERMS: DE	LIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	
NUMBER OF DAYS AF	TER RECEIPT OF ORDER THE OFFEROR SHALL DELIVERY THE ITEMS TO THE CITY:	
DELIVERY METHOD:	COMMON CARRIER (FedEx,UPS)	
COMPANY NAME:	Texas Medical Screening	
EMAIL ADDRESS:	brad @ texas medical. com	



# CITY OF AUSTIN. TEXAS

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

SOLICITATION NO: IFB 8700 JRH1008

COMMODITY/SERVICE DESCRIPTION: Rental of Blood Pressure

**Stations** 

DATE ISSUED: December 3, 2018

**REQUISITION NO.:** RQM 8700 18091700781

BID DUE PRIOR TO: 2:00pm CST December 18, 2018

**COMMODITY CODE: 94842** 

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING

**AUTHORIZED CONTACT PERSON:** 

BID OPENING TIME AND DATE: 3:00pm CST December 18, 2018

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

John Hilbun

Contract Mgmt Specialist IV Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

#### LIVE BID OPENING ONLINE:

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

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

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

	do circuit 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 # IFB 8700 JRH1008	Purchasing Office-Response Enclosed for Solicitation # IFB 8700 JRH1008	
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308	
Austin, Texas 78767-8845	Austin, Texas 78701	
	Recention 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	4
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM - Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and 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

<sup>\*</sup> 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#\$TANDARDBIDDOCUMENT\$

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

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

Company Name:	Texas Medical Screening
Company Address:	13103 Lookout Run
City, State, Zip:	San Autorio, TX 78233
Vendor Registration No.	V00000929328
Printed Name of Officer of	Authorized Representative: Brad Bowen
Title: Presiden	+ lowner
Signature of Officer or Au	- D 1. D 33
Date: 12/3	118
Email Address:br	ad@ texas medical.com
Phone Number: 7	10-436-1855

<sup>\*</sup> Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award

The following Supplemental Purchasing Provisions apply to this solicitation:

- 1. **INSURANCE**: Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
    - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
    - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
    - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
    - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

OR

#### PURInsuranceCompliance@austintexas.gov

- B. Specific Coverage Requirements: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. <u>Commercial General Liability Insurance</u>: 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. <u>Business Automobile Liability Insurance</u>: 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 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 on Section 0600, Bid Sheet.

C. <u>Endorsements</u>: 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.

# 2. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) 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.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 3. **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.

# 4. **DELIVERY REQUIREMENTS:**

See Section 0500 Specification, Section 4.0 for delivery locations.

- A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

			City of Austin
Depart	ment		Austin Police Department
Attn:			Accounts Payable
Addres	SS		P.O. Box 1629
City, Code	State	Zip	Austin, TX 78767-1629

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

# 6. ECONOMIC PRICE ADJUSTMENT:

- A. Price Adjustments: Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten (10) percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: 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. <u>Adjustments</u>: 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. <u>Indexes</u>: 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:
    - Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. Index Identification:

Weight % or \$ of Base Price: 100%	
Database Name: Medical equipment & supplies m	nfg, not seasonally adjusted
Series ID: PCU33911-33911-	
	☐ Seasonally Adjusted
Geographical Area: US Average	
Description of Series ID: Medical equipment & sup	oplies mfg
This Index shall apply to the following items of the	Bid Sheet / Cost Proposal: all items

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	

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

Juanita Fonseca Juanita.fonseca@austintexas.com (512) 974-5067

### 1.0 GENERAL PRODUCT DESCRIPTION

These specifications describe a blood pressure monitoring station for use by employees/visitors to the various Austin Police Department locations. Units will be leased by APD for use at six (6) locations.

# 2.0 BLOOD PRESSURE STATION OPERATING REQUIREMENTS

## 2.1 <u>FEATURES - Unit shall meet or exceed the following:</u>

- 2.1.1 Unit will comply with AAMI (Association for the Advancement of Medical Instrumentation) Standards.
- 2.1.2 Unit will be easy to use with instructions clearly posted on unit.
- 2.1.3 Unit will measure blood pressure and pulse rate. Units with weight measurement systems will not be considered.
- 2.1.4 Unit will have a fully automated adult size upper arm pressure cuff.
- 2.1.5 Unit will have LED display of readings.
- 2.1.6 Unit will have external meter for tracking usage.
- 2.1.7 Unit will have posted blood pressure guidelines as defined by current medical industry standards established by organizations such as the Centers for Disease Control (CDC).
- 2.1.8 Unit will at a minimum, possess four (4) information display panels for dissemination of health and wellness information.
- 2.1.9 Unit will utilize oscillometric methodology.
- 2.1.10 Unit will inflate at approximately 8mmHg/Sec.
- 2.1.11 Unit will operate accurately under temperature conditions ranging from 50 to 104 degrees F (10 to 40 degrees C).
- 2.1.12 Unit will operate accurately under atmospheric humidity conditions ranging from 10 to 95%.
- 2.1.13 Unit must be capable of readings as follows:
  - A. Systolic: +50 to +260 mmHg
  - B. Diastolic: +30 to +240 mmHg
  - C. Pulse: 40bpm to 199 bpm
- 2.1.14 Test time will be approximately 1 minute or less.
- 2.1.15 Unit will possess an emergency stop mechanism with rapid deflation when pressure reaches overpressure limit of 310 +/- 10 mmHG.
- 2.1.16 Physical Dimensions shall be approximately:
  - A. Height 47.8 to 68.0"
  - B. Width: 24.2"
  - C. Depth: 20.3"
  - D. Weight: 82 to 90 pounds.
- 2.1.17 Input power requirements at a minimum: 117 VAC, 60HZ, 2.5 amps with a 3-wire grounded outlet.
- 2.1.18 Unit shall be adaptable for mobility impaired individuals.

## 3.0 INSTALLATION AND REMOVAL

- 3.1 The blood pressure stations will be installed and maintained by the Contractor.
- 3.2 Locations will be designated by City and are noted below as Section 4.0.
- 3.3 Locations and units may be added or deleted as necessary.
- 3.4 The blood pressure stations no longer needed by the City or at contract termination will be removed within 30 calendar days of notification to Contractor.

### 4.0 LOCATIONS

- 4.1 Headquarters Building, 715 E. 8th Street, Austin, TX 78701.
- 4.2 North Substation, 12425 Lamplight Village, Austin, TX 78758.
- 4.3 South Substation, 404 Ralph Ablanedo, Austin, TX 78748.
- 4.4 East Substation/Forensics Building, 812 Springdale Rd., Austin, TX 78702.
- 4.5 Training Academy, 4800 Shaw Lane, Austin, TX 78744.
- 4.6 CTECC, 5010 Old Manor Rd., Austin, TX 78723.

# 5.0 MAINTENANCE AND REPAIR

# 5.1 CONTRACTOR

- 5.1.1 The blood pressure stations shall be installed and maintained by the Contractor.
- 5.1.2 Vendor shall, at his expense, make all repairs resulting from malfunctions.
- 5.1.3 Contractor shall provide name and contact information for point of contact for maintenance and repairs.
- 5.1.4 In the event of equipment malfunction, vendor shall repair equipment within three business days of notification.
- 5.1.5 Leased units shall be serviced and calibrated a minimum of once each six month period at no additional cost to the City.
- 5.1.6 Failure to meet the designated time frame for service twice in a six month period may result in termination of agreement.
- 5.1.7 At the City's discretion, defective equipment (units with repetitive service/performance problems) shall be replaced by the Contractor within 10 business days of notification to Contractor.

# 5.2 CITY OF AUSTIN

- 5.2.1 City will ensure all reasonable precautions are taken to protect the equipment from loss or damage due to vandalism, negligence or misuse.
- 5.2.2 City will maintain cleanliness of equipment.
- 5.2.3 City will provide power via a 110-volt grounded electrical outlet.

#### 6.0 LEGAL

- 6.1 Ownership will be retained by Contractor. City will hold no proprietary interest in the equipment.
- 6.2 Contractor shall comply with all laws, ordinances, rules and regulations pertaining to the operation of referenced equipment.

# 7.0 QUALIFIED PRODUCT(S)

Blood pressure stations that have been found to meet this specification are the <u>CSI Model 3K</u>, <u>LifeClinic LC-300 or Vita-Stat 90550</u>. Bidders may submit bids for "equal" devices. Specification sheets must be returned with bid response if an "equal" product is bid. Determination of equivalency will be made solely by the City of Austin, whose decision is final.

# 8.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
			Contractor will comply with all laws.	Ownership will be retained by
		Leased units will be	ordinances,	Contractor.
	Blood pressure monitoring	serviced and	rules and	City will
	station for use by	calibrated a	regulations	hold no
The blood pressure stations	employees/visitors to the	minimum of once	pertaining to	proprietary
shall be installed and	various Austin Police	each six month	the operation	interest in
maintained by the	Department locations. Units	period at no	of referenced	the
Contractor. 5.1.1	will be leased by APD for use	additional cost to	equipment.	equipment.
	at six (6) locations.	the City. 5.1.5	6.2	6.1

### 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	Texas Medical Screen	ring
Physical Address	13103 Lookaut Run,	San Antonio, TR 78733
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	Alex Maday	
Physical Address	Alex Maday 131 Dove Song Dr., L	eander, Tx 78/041
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

created by the contract award? (e.g., hiring, or employing residents of the	
City of Austin or increasing tax revenue?)	No

# SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
OF		
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 SI	heet
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Responding Company Name Texas Medical Screening

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	City of San Hutario
	Name and Title of Contact	David Whitt - HR
	Project Name	Health + Wellness - blood pressure
	Present Address	III Soledad
	City, State, Zip Code	Son Antonio, TX 78205
	Telephone Number	(210) 207-7996 Fax Number ()
	Email Address	David. Whitt @ Sanautonic.gov
2.	Company's Name	City of Laredo
	Name and Title of Contact	Zaida Gonzalez, M.D HR
	Project Name	Health & Wellness - blood pressure
	Present Address	1102 Bob Bullock
	City, State, Zip Code	Laredo, TX 78043
	Telephone Number	(956) 727-6470 Fax Number ()
	Email Address	Zgonzalez @ Ci. laredo. tx. US
3.	Company's Name	Via Metro Transit
	Name and Title of Contact	Teresa Saucedo - Wellness Coordinators
	Project Name	Health & Wellness - blood pressure
	Present Address	1021 San Pedro Ave
	City, State, Zip Code	San Antonio, TX 78ZIZ
	Telephone Number	(210) 362-2214 Fax Number ()
	Email Address	teresa. Saucedo @ via info. net

#### 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:

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

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

#### Sanctions:

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

#### Term:

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

Dated this 3rd day of December, 2018

CONTRACTOR

Authorized Signature

Title

Texas Medical Screening
Badley C. B.
President/Owner

# Section 0835: Non-Resident Bidder Provisions

Compai	ny Name Texas Medical Screening
A.	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?
	Answer: Resident Bidder
	<ol> <li>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.</li> <li>Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.</li> </ol>
В.	If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?
	Answer: Which State:
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?
	Answer:



# BID SHEET CITY OF AUSTIN RENTAL OF BLOOD PRESSURE STATIONS

SOLICITATION NO.:

IFB 8700 JRH1008

BUYER:

John Hilbun

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.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Rental of six (6) total Blood Pressure Monitoring Stations/Kiosks/Booths located at six (6) APD Locations, per attached specification 0500	MONTHS	12	\$ 570.00	\$6,840.00

### CATEGORY 2 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

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

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
2.1	Other Services: (Offeror to Specify - i.e. General Services Labor Rate)	Hour, etc.	Applicable Rates
2.2			
2.3			
2.4			

DELIVERY TERMS: DEL	LIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED					
NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVERY THE ITEMS TO THE CITY:						
DELIVERY METHOD:	COMMON CARRIER (FedEx,UPS)					
COMPANY NAME:	Texas Medical Screening					
EMAIL ADDRESS:	brad @ texas medical. com					



# ADDENDUM CITY OF AUSTIN, TEXAS

Solicitation: IFB 8700 JRH1008	Addendum No: 1	Date of Addendum:	December 18, 2018		
This addendum is to incorporate th	e following changes to the	above referenced solicitati	on:		
Extension: The proposal due date is hereby extended until Thursday, January 10 at 2:00 PM CST. The proposal opening is hereby extended until Thursday, January 10 at 3:00 PM CST. The Offer She has been replaced to reflect the new due date.					
ALL OTHER TERMS AND CONDI	TIONS REMAIN THE SAM	IE.			
APPROVED BY: John Hilbun, Con Purchasing Office (512) 974-1054	Mract Mgmt Specialist IV	2  8  8   Date			
ACKNOWLEDGED BY:		*			
Name	Authorized Signature	Date			
RETURN ONE COPY OF THIS ALL YOUR RESPONSE OR PRIOR TO					

CONSTITUTE GROUNDS FOR REJECTION.