



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 19, 2019

Vision Building Energy Efficiency, LLC dba Bee
Brenda Hu
President
13809 Research Blvd. Suite 279
Austin, TX 78750

Dear Brenda:

The City of Austin approved the execution of a contract with your company for indoor air quality testing for TVOC and CO₂ in accordance with the referenced solicitation.

Responsible Department:	Convention Center
Department Contact Person:	Camala Jones
Department Contact Email Address:	Camala.jones@austintexas.gov
Department Contact Telephone:	512-404-4309
Project Name:	Indoor Air Quality Testing for TVOC and CO ₂
Contractor Name:	Vision Building Energy Efficiency, LLC dba Bee
Contract Number:	MA 8200 NA190000205
Contract Period:	8/19/2019 – 8/18/2022
Dollar Amount	\$60,000
Extension Options:	Two 12-month options at \$20,000/option
Requisition Number:	RQM 8200 19051700515
Solicitation Type & Number:	IFB 8200 SLW1027

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,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office



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

SOLICITATION NO: IFB 8200 SLW1027

COMMODITY/SERVICE DESCRIPTION: Indoor Air Quality Testing for TVOC and CO2 FOR

DATE ISSUED: June 24, 2019

REQUISITION NO.: RQM 8200 19051700515

BID DUE PRIOR TO: July 11, 2019 at 2PM

COMMODITY CODE: 91016

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

BID OPENING TIME AND DATE: July 11, 2019 at 3PM

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

Sandy Wirtanen
Procurement Specialist IV
Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

LIVE BID OPENING ONLINE:

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

<http://www.austintexas.gov/departments/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 8200 SLW1027	Purchasing Office-Response Enclosed for Solicitation # IFB 8200 SLW1027
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.

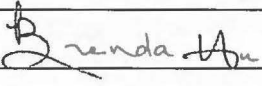
SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	22
0600	BID SHEET – Must be completed and returned with Offer	1
0605	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

*** 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: Vision Building Energy Efficiency, LLC dba Bee
Company Address: 13809 Research Boulevard, Suite 279
City, State, Zip: Austin, TX 78750
Vendor Registration No. V00000945870
Printed Name of Officer or Authorized Representative: Brenda Hu
Title: President
Signature of Officer or Authorized Representative: 
Date: 7/10/2019
Email Address: BrendaHu@BeeUSA.com
Phone Number: 512-364-0688

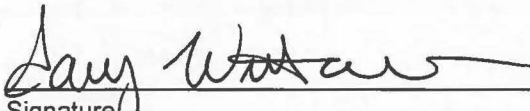
(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

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. MA 8200 NA190000205.

CITY OF AUSTIN

Awarded this 30th day of July, 2019


Signature

Procurement Specialist IV

Printed Name and Title of Authorized Person

7/30/19

Date

**CITY OF AUSTIN
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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

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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.

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13. **PAYMENT:**

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

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

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18. SUBCONTRACTORS:

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

19. WARRANTY-PRICE:

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

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

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

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

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30. DELAYS:

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

31. INDEMNITY:

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

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

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

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

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

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

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

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

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

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48. DISPUTE RESOLUTION:

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

A. Definitions. As used in this paragraph –

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

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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

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
SUPPLEMENTAL PURCHASE PROVISIONS
INDOOR AIR QUALITY TESTING FOR TVOC AND CO2 FOR ARC
SOLICITATION NUMBER: IFB 8200 SLW1027**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

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

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

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

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

OR PURInsuranceCompliance@austintexas.gov

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

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

**CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
INDOOR AIR QUALITY TESTING FOR TVOC AND CO2 FOR ARC
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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract. ¶
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES, PAYMENT, AND REPORTS:** (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 must also contain the IAQ testing date(s), IAQ testing location(s), and a description of the testing.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78701

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E-mail	ACCD.AcctsPayable@austintexas.gov
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- B. The Contractor agrees to accept payment by 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.
- C. Reports
- i. Reports provided to the Contract Manager or designee include but are not limited to:
- (1) LEED Performance Score (LPS) IAQ Testing Report that includes device specifications and annotated floor plans showing the testing locations
 - (2) IAQ testing results log
 - (3) Any other needed equipment data or information to meet LPS requirements to satisfy IAQ testing
- ii. Contractor must provide verification confirming the Contractor has uploaded the IAQ results to the LEED Arc online platform

5. ACCD CONTRACTOR OR SUB-CONTRACTOR ACCESS REQUIREMENTS

- A. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
- i. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- ii. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge for Access, which may be an ACCD Photo or Non-Photo ID Badge.
- iii. All persons not directly escorted by an ACCD employee must clearly display an access or ID device while on ACCD facility premises.
- iv. Use of ACCD access or ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- v. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access or ID devices.
- vi. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- vii. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.

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- viii. Under no circumstances shall any person issued an access or ID device, allow another person entry into any ACCD facility using their access or ID device. This includes “piggy-backing” through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- ix. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access or ID devices and check-in procedures.
- x. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event or show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- xi. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- xii. Temporary badge or access devices issued to Contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift or assignment. Failure to return temporary badges or access devices at the completion of work assignments may lead to future ACCD facility access restrictions

6. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

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- (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: Consumer Price Index	
Series ID: CUUR0000SA0	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: CPI-U: All items for All Urban Consumers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

7. **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.

8. **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:

Camala Jones – Environmental Compliance Specialist

Email: camala.jones@austintexas.gov

Phone: 512-404-4309

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1.0 PURPOSE

- 1.1 The City of Austin ("City") seeks to establish a Contract with a qualified Contractor ("Contractor") who has proven experience with Leadership in Energy and Environmental Design (LEED) certification and LEED recertification for Operations and Maintenance of existing buildings through ARC Performance Score methods. The Contractor shall provide Indoor Air Quality (IAQ) testing for Total Volatile Organic Compounds (TVOC) and Interior Carbon Dioxide (CO2) levels.
- 1.2 This Contract will be utilized by the Austin Convention Center Department (ACCD) at Austin Convention Center (ACC) located at 500 E Cesar Chavez St., Palmer Events Center (PEC) located at 900 Barton Springs Road.
- 1.3 The City reserves the right to add or remove City facilities or departments at the City's discretion.

2.0 DEFINITIONS

AEE	Association of Energy Engineers
AP	Accredited Professional
ARC	Established Comprehensive Platform to score performance concerning LEED buildings
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
BEAP	Building Energy Assessment Professional
CEM	Certified Energy Manager
CO2	Carbon Dioxide
EPA	Environmental Protection Agency
GBCI	Green Business Certification Inc.
IAQ	Indoor Air Quality
LEED	Leadership in Energy and Environmental Design
OSHA	Occupational Health and Safety Act
PID	Photo-ionization detector
TVOC	Total Volatile Organic Compounds
USGBC	U. S. Green Building Council

3.0 BACKGROUND FOR EACH SITE LOCATION

ACCD is committed to supporting and encouraging sustainable practices to protect and improve the environment. Providing a healthy work environment with good indoor air quality and the conservation of energy and natural resources are ACCD's top priorities.

- 3.1 Austin Convention Center: In December 2011, the Austin Convention Center was awarded LEED Gold Certification for Existing Buildings, established by the U.S. Green Building Council (USGBC) and verified by the Green Business Certification Institute (GBCI). ACC has achieved LEED Gold recertification in 2016 and 2017.

The Austin Convention Center is located in Austin's downtown area, between the shores of Lady Bird Lake to the south and the historic Sixth Street to the north. The facility totals 881,400 gross square feet which includes five column-free exhibit halls, seven ballrooms, 55 meeting rooms, and eight show offices all totaling just over 374,900 square feet. The remaining space is comprised of generous pre-function areas and back of house support areas including large hallways (to accommodate move-in and move-out into the various halls, ballrooms and meeting rooms), two commercial kitchens, administrative offices, event and marketing offices and storage, staging and

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support office areas for operations and maintenance of the facility, and a central service yard with dock areas directly adjacent to almost all five of the exhibit halls.

- 3.1.1 Austin Convention Center – 881,400 SF
Exhibit Halls – 247,052 SF
Ball Rooms – 63,928 SF
Meeting Rooms – 98,148 SF
Mezzanines – 6,294 SF
Administration/HR/Marketing – ~21,300 SF
Pre-function Corridors and Restrooms- ~312,068 SF
Kitchens/Back of House Corridors, Misc. Storage - ~ 220,910 SF
- 3.1.2 A site plan from the original LEED Existing Building Certification documents and floor plans of ACC are provided as Attachments 1 & 2 for Contractor's reference. ("A" denotes the Austin Convention Center location.)
- 3.2 Palmer Events Center: The Palmer Events Center is located at 900 Barton Springs Road, in Austin Texas. The 132,770 square foot multi-use event center opened June 29th, 2002 and has been used for many public consumer shows, trade shows, conferences, banquets, receptions, concerts, dances and society balls.
- The facility is comprised of two exhibit halls with spacious lobbies, five meeting rooms, plenty of pre-function space, stunning outdoor terraces and extensive support areas for administrative and facility maintenance and operation's needs. The PEC parking garage, which contains 1,200 spaces, is conveniently located adjacent, but not attached, to the facility. Entrances to the garage can be found along the north and south borders of Butler Park, on Riverside Drive near South First Street and Barton Springs Road between Bouldin and Dawson Streets respectively.
- The Palmer Events Center's project boundary, for the purposes of this project and for LEED, encompasses the Palmer Events Center, the loading dock, portions of the service yard used by the Events Center, the nearby parking garage, and some of the surrounding park land.
- 3.2.1 Palmer Events Center – 132,770 SF
Theatre/Auditorium/Lobbies – 80,959 SF
Conference and Show Rooms – 11,053 SF
Public Spaces/Corridor/Restrooms/Locker Rooms/Patient Room – 26,133 SF
Offices/Ticket Office – 4,755 SF
Food and Beverage/Kitchens – 1,740 SF
Mechanical/Equipment-8,130 SF
- 3.2.2 PEC's site plan and floor plan documents are provided as Attachments 3 & 4 for Contractor's reference.
- 3.3 Additional City Sites:
- 3.3.1 5th Street Garage Administrative Offices: The 5th Street Garage Administrative Offices will be located at 601 E. 5th Street Austin, Texas. The office space is located on the first level of the 4-story parking garage. The space faces Red River Street and is roughly one and a half block north east of the Austin Convention Center. The space totals 3,650 square feet comprised of 18 open cubicle offices, seven manager offices, a meeting room, IT room, reception/lobby area, breakroom, two gender neutral restrooms (one with a shower) and a janitor closet as provided in Attachment 5. Currently, the project is in the permitting and bidding phase. ACCD anticipates the need for IAQ testing in calendar year 2020 and each contract year thereafter.

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4.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

The Contractor shall meet each minimum qualification requirements:

- 4.1 The Contractor shall have a minimum of three recent years of experience, similar in size and scope to this solicitation, in providing commercial or retail IAQ testing for TVOC and interior CO2 levels utilizing an approved method as defined in this solicitation for LEED certification and LEED recertification under the ARC Performance Platform.
 - 4.1.1 The Contractor shall submit, with their bid, three references (current and previous) utilizing Section 0700 – References. The Contractor shall list their experience with three similar projects which clearly demonstrates, the Contractor meets the qualification eligibility and include the LEED project numbers that achieved LEED certification or LEED recertification under the ARC Performance Platform method.
- 4.2 The Contractor shall employ a LEED Accredited Professional (AP) to perform or oversee the work under this Contract.
 - 4.2.1 The Contractor shall submit, with their bid, proof of LEED AP accreditation. Acceptable proof of accreditation is the LEED AP identification number or a copy of the LEED certificate.
- 4.3 The Contractor shall employ an Association of Energy Engineers (AEE) Certified Energy Manager (CEM) **or** an American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Building Energy Assessment Professional (BEAP) to perform or oversee the work under this Contract.
 - 4.3.1 The Contractor shall submit, with their bid proof of AEE CEM **or** ASHRAE BEAP certification. Acceptable proof of certification for CEM is a copy of their current AEE CEM certificate or identification number. Acceptable proof of certification for ASHRAE BEAP is a copy of their current ASHREAE BEAP certificate or identification number.

5.0 CONTRACTOR'S REQUIREMENTS

5.1 General Requirements

The Contractor shall:

- 5.1.1 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in Contractor's bid for this service in Section 0600: Bid Sheet and not charged separately.
- 5.1.2 Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations.
- 5.1.3 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes which may have an impact on any schedule agreed to by the City and the Contractor.

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- 5.1.4 Ensure the Contractor and their employees remain in compliance with the City's Workforce and Security Clearance as described in Section 0400; Supplemental Purchase Provisions while onsite.
- 5.1.5 Ensure the personnel assigned to this contract are continuously trained to meet the latest technology and industry standards as specified in this Scope of Work. The Contractor shall submit proof of personnel training and experience within five business days upon request by the City.
- 5.1.6 In the event of conflict between this Scope of Work, or any applicable code, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the Contract Manager or designee in writing.
- 5.1.7 Designate a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this contract.
 - 5.1.7.1 The SPOC shall inspect, monitor, and supervise the Contractor's employees: ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior 72-hour advanced written consent by the Contract Manager or designee.
 - 5.1.7.2 Provide the office number, email address, and cell phone number for the SPOC. If the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this Scope of Work and shall have the same authority as the SPOC. Provide a 72-hour advance notice to the Contract Manager or designee, prior to reassigning a temporary designee. The Contract Manager or designee will provide approval of the reassigned designee via email and provide notice when the designee's authority ends and the SPOC returns.
- 5.1.8 Perform all steps reasonably necessary to protect City property and persons from harm.
- 5.1.9 Assume responsibility for any damage to City equipment or property as a direct result of Contractor's equipment, employees, or the Contractor's subcontractor's actions.
 - 5.1.9.1 If damage occurs, Contractor shall notify the Contract Manager or designee immediately.
 - 5.1.9.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 5.1.10 Assume full responsibility for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented or Contractor-owned equipment.

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- 5.1.11 Assume responsibility for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the Contract Manager's or designee's inspection and approval.
- 5.1.12 Respond to a service request by email or phone within two business days of the request to discuss the request with Contract Manager or designee.
- 5.1.13 Understand all services shall be rendered at the location specified at the time of order and confirmed with Contractor's receipt of a City Purchase Order also known as a "Delivery Order" (DO).
- 5.1.14 Understand that the Contract Manager or designee will issue a written notice to proceed in the form of a DO. The Contractor shall not begin work without a PO/DO from the City.
- 5.1.15 Acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule/confirm the date(s) and time(s) for the services to begin.
- 5.1.16 Coordinate all services with the Contract Manager or designee.
- 5.1.17 Notify the Contract Manager or designee via email upon completion of services.
- 5.1.18 Understand payment represents acceptance of all work by the Contract Manager or designee. Understand deliverables required in Section 6.0 Scope of Work are subject to Contract Manager's review and acceptance.
- 5.1.19 Work in conjunction with the Contract Manager or designee until ACCD meets the recertification requirements of the Human Experience portion of ARC. This includes ACC's and PEC's Performance Score based on the Contractor's IAQ testing for TVOC and interior CO2 level findings as required by GBCI for each site.
 - 5.1.19.1 Regardless if the City has accepted and paid for services rendered, if an error or omission of the Contractor causes the facility to fail recertification, the Contractor shall re-test the facility within four weeks of notification by the Contract Manager or designee, at no additional cost to the City.

5.2 General Services

The Contractor shall:

- 5.2.1 Perform the IAQ testing for TVOC and Interior CO2 levels, between September 15th through 5:00 p.m. (CST), October 15th, of the current year.
- 5.2.2 Submit all documentation, summaries, reports, documents and plans to the Contract Manager or designee, as required to satisfy LEED recertification for PEC and LEED recertification for ACC, by 5:00 p.m. (CST), October 30th, of the current year.
- 5.2.3 In the event the Contractor cannot meet this deadline, Contractor shall request, in writing, an extension stating specifically when the Contractor will satisfy the requirement. The Contract Manager or designee will review the request and if approved, notify the Contractor within 48 hours of initial request. If the requested extension is greater than 30 calendar days after October 30th, of the current year, and if the delay is attributed to the Contractor, ACCD reserves the right to contact another Contractor to provide the service. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.

6.0 SCOPE OF WORK

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The Contractor shall:

6.1 Perform IAQ Testing

6.1.1 Conduct at least one IAQ testing for TVOC and interior CO2 levels, per representative location of the building (25,000 SF) in regularly occupied spaces during regularly occupied hours, for each ACCD site.

6.1.1.1 The ACC shall have a minimum of 40 location testing points, or more, as needed:

- 6.1.1.1.1 Lower Level = three location testing points
- 6.1.1.1.2 Level One = 20 location testing points
- 6.1.1.1.3 Mezzanine Level = two location testing points
- 6.1.1.1.4 Level Three = seven location testing points
- 6.1.1.1.5 Level Four = eight location testing points

6.1.1.2 The PEC shall have a minimum of seven location testing points, or more, as needed:

- 6.1.1.2.1 Ground Level: five location testing points
- 6.1.1.2.2 Second Level: two location testing points

6.1.1.3 Provide TVOC data in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) and CO2 data in parts per million (ppm).

6.1.2 Use a GBCI approved method for collecting data that meets the requirements of USGBC. Contractor shall specify which method they intend to use through this Contract on Section 0600: Bid Sheet.

GBCI approved methods include:

6.1.2.1 Method 1: For TVOC and CO2, use protocols consistent with one of the following methods: EPA TO-1, EPA TO-15, EPA TO-17, EPA Compendium Method IP-1, or ISO 16000-6.

6.1.2.2 Method 2: Photo-ionization detectors (PIDs) (ACCD's preferred method)

If using PIDs, Contractor shall take measurements as follows:

- a. Conduct at least one sampling per representative location of the building (at least every 25,000SF or per floor).
- b. The sampling must occur during normal occupied hours, with the HVAC system starting at the normal start time and delivering outdoor air at the minimum rate.
- c. In the sampling location(s), position the measurement equipment in the breathing zone, between three and six feet above the floor.
- d. In the sampling location(s), record measurements in $\mu\text{g}/\text{m}^3$ for TVOC levels and ppm for CO2 levels. Include original readings and conversion factors, if readings were taken in other units (such as ppm). Conversion factors must be specific to the instrument used.

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- e. Conduct at least three measurements at each sampling location, a minimum of 30 minutes apart. Ensure that the measuring device is recording stabilized readings at the time of recording.

6.1.3 Regardless of IAQ testing method used, the Contractor shall provide the following:

- 6.1.3.1 Completed template for TVOC and CO2 Testing Points (Attachment 6), for each site, accessible in the "Data input" section of ARC and as provided by the Contract Manager or designee by 5:00 p.m. (CST), October 30th, of the current year.
- 6.1.3.2 Provide the Contract Manager or designee in writing, a narrative describing the procedures, device used, spec sheet and calibration information, how locations were determined, dates, times and results of each sampling for each site. Include floor plan(s) identifying locations for testing for each site by 5:00p.m. (CST), October 30th, of the current year.

6.1.4 Reports, Documents and Meetings

The Contractor shall:

- 6.1.4.1 Provide all reports and documents in original format (Excel spreadsheet, Word document, AutoCAD, etc.) and in a searchable electronic format and in a final PDF document via email, or another method as requested by the Contract Manager or designee.
- 6.1.4.2 At the Contract Manager's or designee's request, make changes, updates or clarifications to all documents, as required to achieve LEED recertification at ACC and LEED recertification at PEC.
- 6.1.4.3 Attend meetings or conference calls scheduled by the Contract Manager or designee. Notice of any such meeting(s) may be given by Contract Manager or designee, to the Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and the purpose of the meeting.

7.0 HOURS OF SERVICE

Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services during Regular Hours, as defined in this Scope of Work.

REGULAR HOURS shall be 6:00 a.m. through 6:00 p.m. (CST) Monday through Friday.

NON-REGULAR HOURS shall be 6:01 p.m. through 5:59 a.m. (CST) Monday through Friday, all day Saturday and Sunday, and Holidays.

If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours.

8.0 GROUND TRANSPORTATION AND PARKING

- 8.1 The Contractor shall provide all ground transportation required to perform the work. Contractor shall park its vehicles in areas designated by the Contract Manager or designee at the Contractor's expense.

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- 8.2 There shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the Contractor's bid in Section 0600: Bid Sheet.

9.0 SAFETY REQUIREMENTS

The Contractor shall:

- 9.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 9.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:
- 9.2.1 The Contractor's personnel shall always wear appropriate personal protection equipment.
- 9.2.2 The Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 9.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry.
- 9.2.4 The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 9.2.5 The Contractor shall post safety warnings as necessary to ensure safe operations.
- 9.3 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous condition(s) while performing services under this Contract.
- 9.4 Adhere to all regulatory requirements.
- 9.5 Comply with the latest 29 CFR 1910, Occupational Safety and Health Standards as revised or amended from time to time to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910).
- 9.5.1 Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 9.6 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a written report to the City immediately, and no more than one business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 9.7 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters, or questions shall be coordinated with the City.
- 9.8 Assume responsibility for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the

**CITY OF AUSTIN
SCOPE OF WORK
INDOOR AIR QUALITY TESTING FOR TVOC AND CO2 FOR ARC PERFORMANCE SCORE
SOLICITATION NO: IFB 8200 SLW1027**

Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

10.0 ACCD DOCUMENTS

10.1 Within 15 calendar days of contract award, the Contractor shall obtain all documents (not limited to those previously provided by ACCD) necessary to perform services for ACC and PEC under this contract. Contractor shall maintain the documents for the life of the Contract. Contract Manager or designee will provide Contractor, as applicable, copies of operational manuals, equipment schedules and CAD files in ACCD's possession.

10.2 All documents, including ACCD provided copies, manufacturer's data, manuals, and Contractor modified documents (i.e. equipment schedules, operation schedules, etc.) regardless of the condition or status, existing or in preparation, are the property of the City and shall be immediately returned to ACCD upon expiration of this Contract. Final payment of Contractor's invoice may be withheld until this requirement is completed.

11.0 OTHER MISCELLANEOUS SERVICES

The Contractor can offer pricing for other related services, not specified above, which may be beneficial to this service. The Contractor shall list any additional related services offered along with an associated cost for each, such as a labor rate, discount off retail price or mark-up discount for the listed services, or specific service pricing on Section 0600: Bid Sheet, Section 3–Non-Specified Items. Pricing offered under Section 3 of the Bid Sheet will not be evaluated, and the City does not guarantee the purchase of any additional services.

12.0 CONTRACT CLOSE-OUT

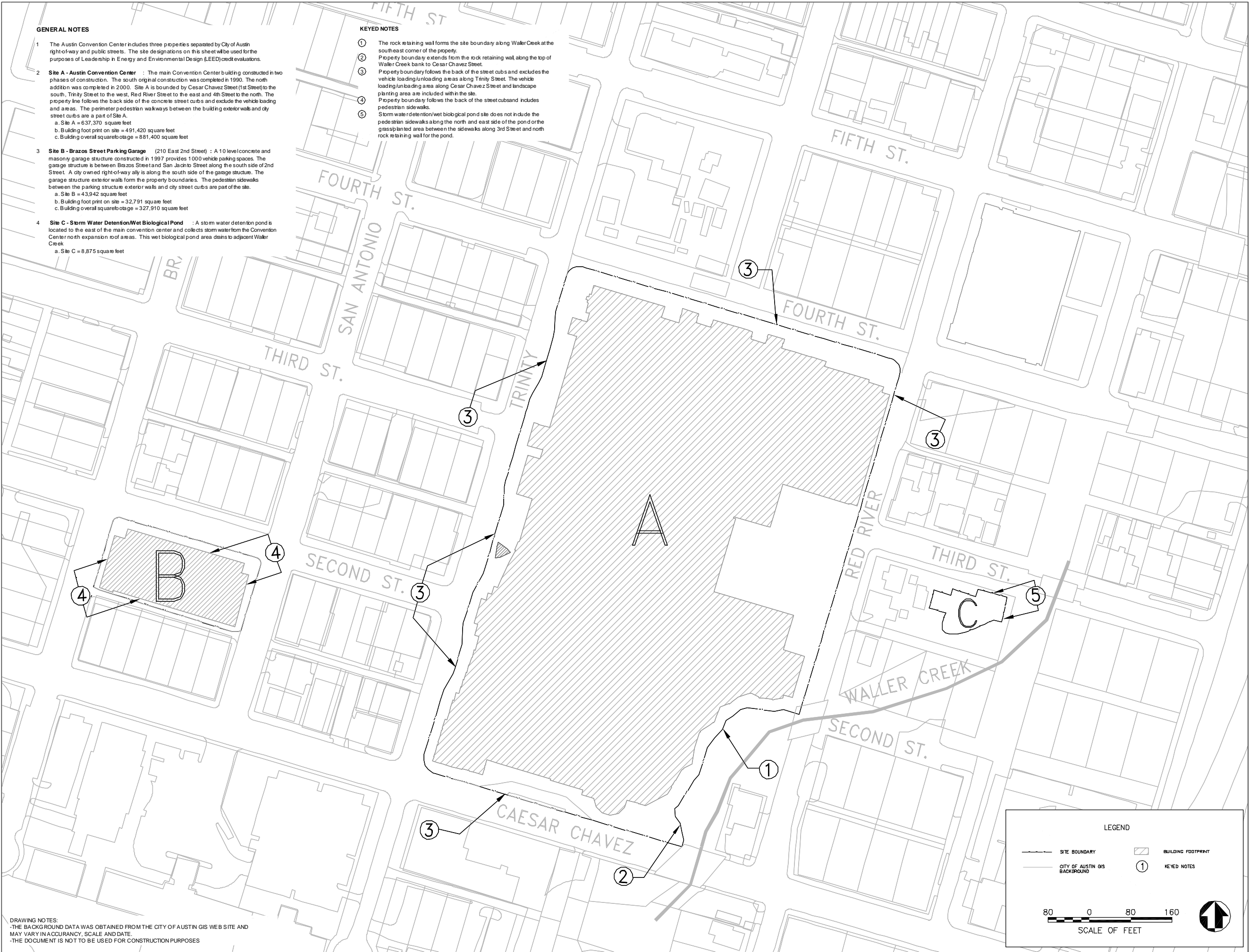
The Contractor shall submit its final invoice(s) in accordance with Section 0400: Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the terms of the Contract, or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

13.0 OMISSIONS

Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the Offeror in their bid submittal (Refer to Section 0600: Bid Sheet).

14.0 ATTACHMENTS

Attachment 1 – ACC Site Plan
Attachment 2 – ACC Floor Plans
Attachment 3 – PEC Site Plan
Attachment 4 – PEC Floor Plans
Attachment 5 – 5th Street Garage Administrative Offices Location Map and Floor Plan
Attachment 6 – Templates for TVOC and CO2 Testing Points



**AUSTIN
CONVENTION
CENTER
LEED-EB**

**SITE BOUNDARY PLAN
LEED-EB CERTIFICATION**

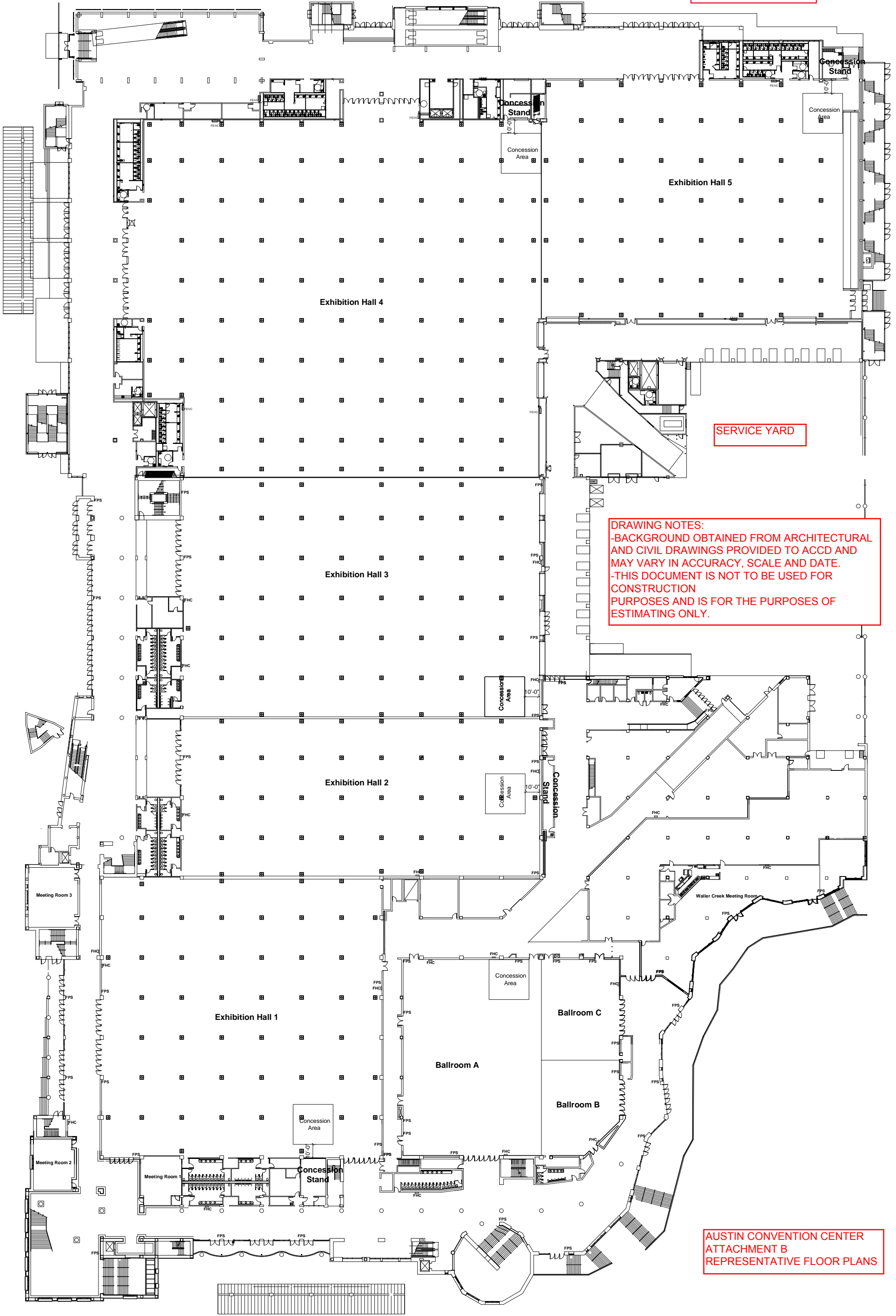
PROJECT
AUSTIN CONVENTION CENTER
LEED-EB CERTIFICATION

CLIENT
CITY OF AUSTIN
500 EAST CESAR CHAVEZ
AUSTIN, TX

**LEED-EB
PROJECT TEAM**

Facility Engineering Associates 18000 Dallas Parkway, Suite 290 Dallas, Texas 75248 Ph: 972.7534400 Fax: 972.7534401	Encore Engineering Cesar Chavez, Inc. 8500 Station Square, Suite 400 Dallas, Texas 75248 Ph: 972.7534400 Fax: 972.7534401	Bar Engineering and Environmental Consulting, Inc. 1700 Northway Drive, Suite 100 Austin, Texas 78701 Ph: 512.4533789 Fax: 512.4533789	The CAD Man Design and Building Group 1800 Drexel Dallas, Texas 75201 Ph: 512.2620705 Fax: 512.2620705
MM Design Group, Inc. 305 E. Hammond Drive, Suite 200 Austin, Texas 78702 Ph: 512.4533789 Fax: 512.4533789			

DESIGNED	DATE
DRAWN	SCALE
CHECKED	PROJECT NO.
APPROVED	CADD FILE



DRAWING NOTES:
-BACKGROUND OBTAINED FROM ARCHITECTURAL
AND CIVIL DRAWINGS PROVIDED TO ACCD AND
MAY VARY IN ACCURACY, SCALE AND DATE.
-THIS DOCUMENT IS NOT TO BE USED FOR
CONSTRUCTION
PURPOSES AND IS FOR THE PURPOSES OF
ESTIMATING ONLY.

DRAWING NOTES:
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PURPOSES AND IS FOR THE PURPOSES OF ESTIMATING
ONLY.

OPEN TO
EXHIBITION
BELOW

OPEN TO
EXHIBITION
BELOW

OPEN TO
EXHIBITION
BELOW

OPEN TO
EXHIBITION
BELOW

OPEN TO
BANQUET HALL
BELOW

SERVICE

MECH.

Mezz 11

Mezz 10

Mezz 9

Mezz 8

Mezz 7

Mezz 6

Mezz 5

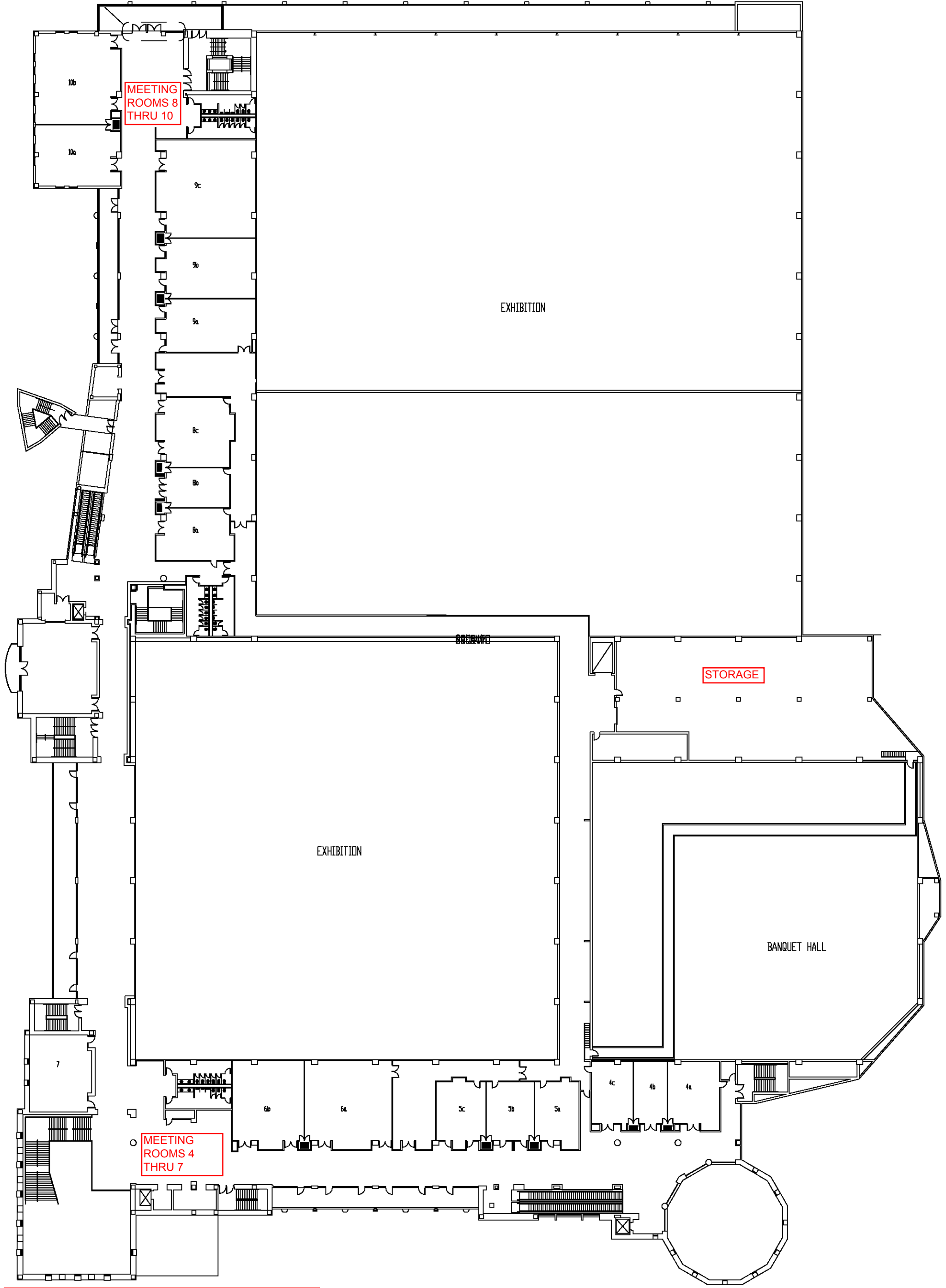
MIS Audio Visual

Mezz 2

Mezz 1

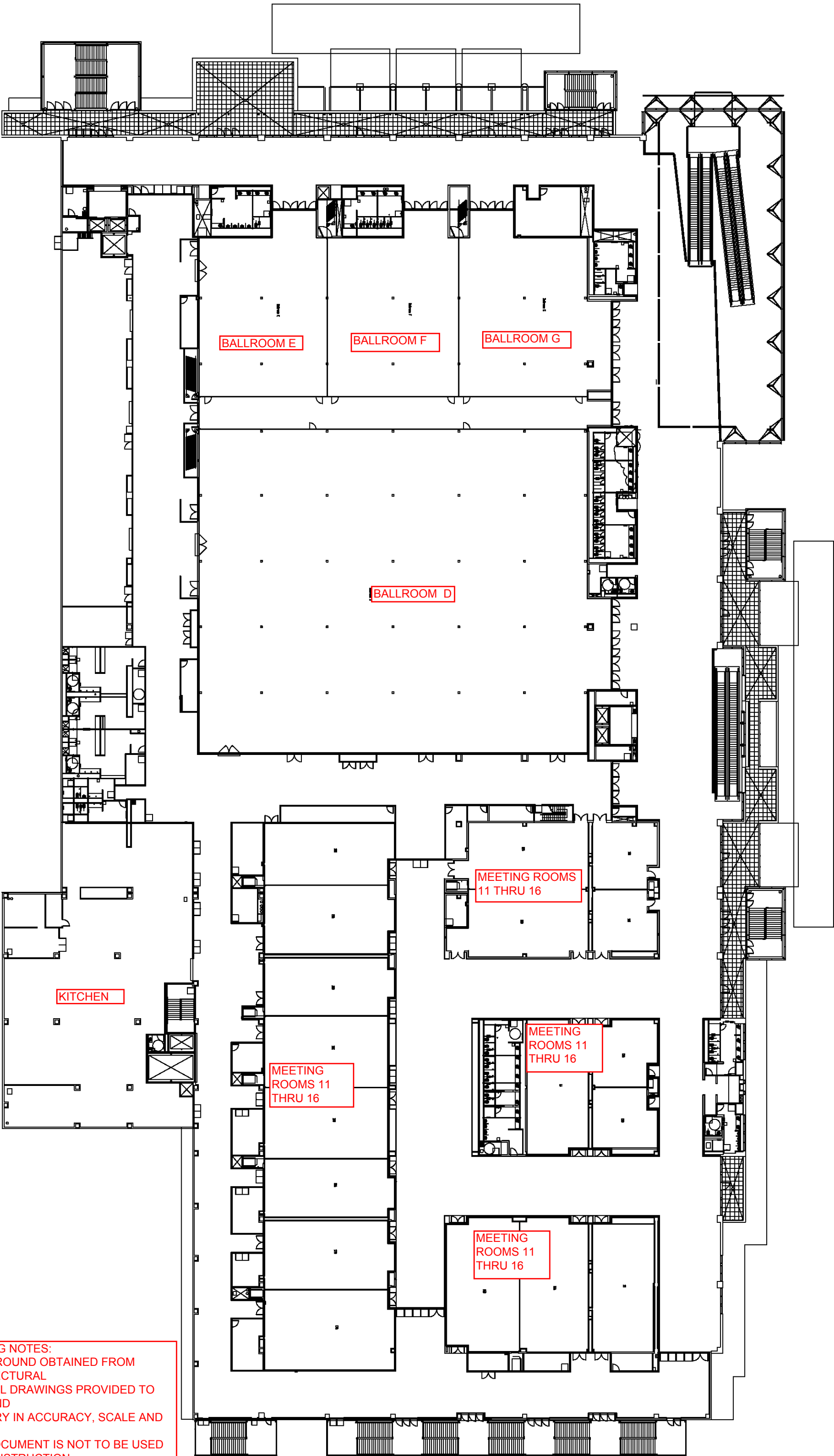
Austin Convention Center
Mezzanine

LEVEL 2 - MEZZANINE
4 AREAS AS
CLOUDED

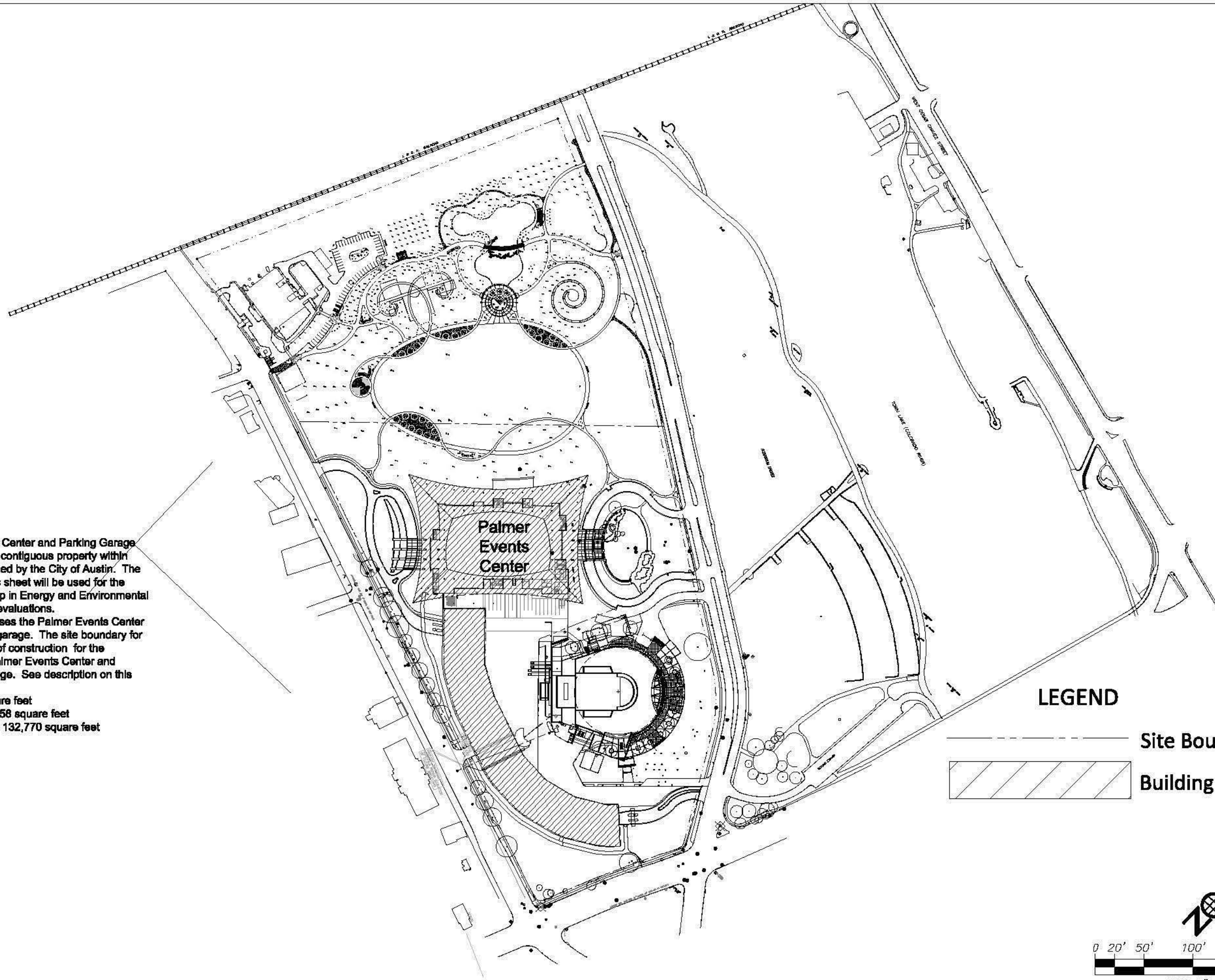


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ONLY.

Meeting Rooms



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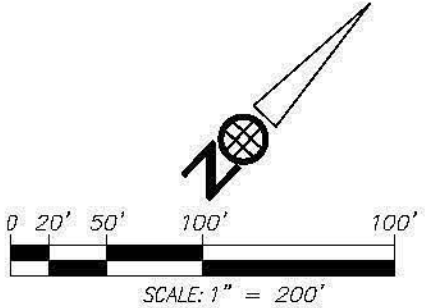
GENERAL NOTES:

- 1. The Palmer Events Center and Parking Garage are located within one contiguous property within Butler Park and is owned by the City of Austin. The site information on this sheet will be used for the purposes of Leadership in Energy and Environmental Design (LEED) credit evaluations.
 - 2. The site encompasses the Palmer Events Center and adjacent parking garage. The site boundary for is based on the limits of construction for the construction for the Palmer Events Center and adjacent Parking Garage. See description on this sheet.
- Site = 1,102,989 square feet
PEC Footprint = 105,258 square feet
PEC Total floor area = 132,770 square feet

LEGEND



Site Boundary
Building Footprint



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AND CIVIL DRAWINGS PROVIDED TO ACCD AND
MAY VARY IN ACCURACY, SCALE AND DATE.
-THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



Palmer Events Center Project # 1000045286
PROJECT LOCATION

900 Barton Springs Road
Austin, Texas 78703

PEC LEED - Arc
PROJECT TEAM

Austin Convention Center Department
600 East Cesar Chavez Street
Austin, Texas 78701
512-404-4000
www.austinconventioncenter.com
www.palmereventscenter.com
Tishia Tatro, ACCD Facility Manager
Carmela Jones, ACCD Sustainability
Coordinator
Bryan Helford, ACCD Maintenance Manager
Rick Burleson, PEC Maintenance Supervisor

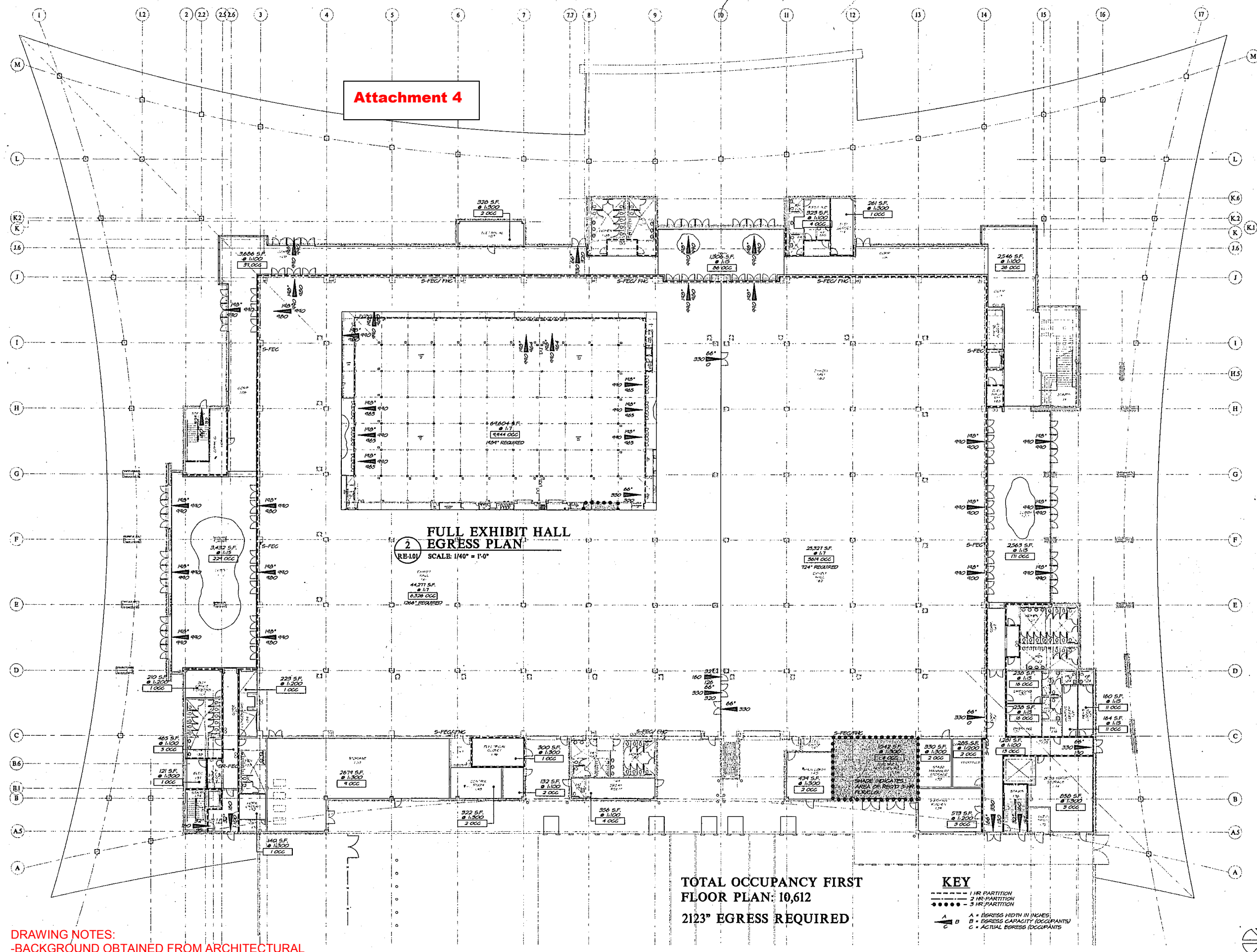
Drawn:	Date:
CLSJ	8/17/2017
Checked:	Scale:
CLSJ	1" = 200'
Approved:	Project:

File:



BARNES
TANIGUCHI
CENTER
1501 W. 3rd Street
(512) 476-7113

TOWN LAKE PARK
COMMUNITY EVENTS CENTER AND PARKING FACILITY
CITY OF AUSTIN CONVENTION CENTER DEPARTMENT



DRAWING NOTES:
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AND CIVIL DRAWINGS PROVIDED TO ACCD AND
MAY VARY IN ACCURACY, SCALE AND DATE.
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PURPOSES AND IS FOR THE PURPOSES OF ESTIMATING ONLY.

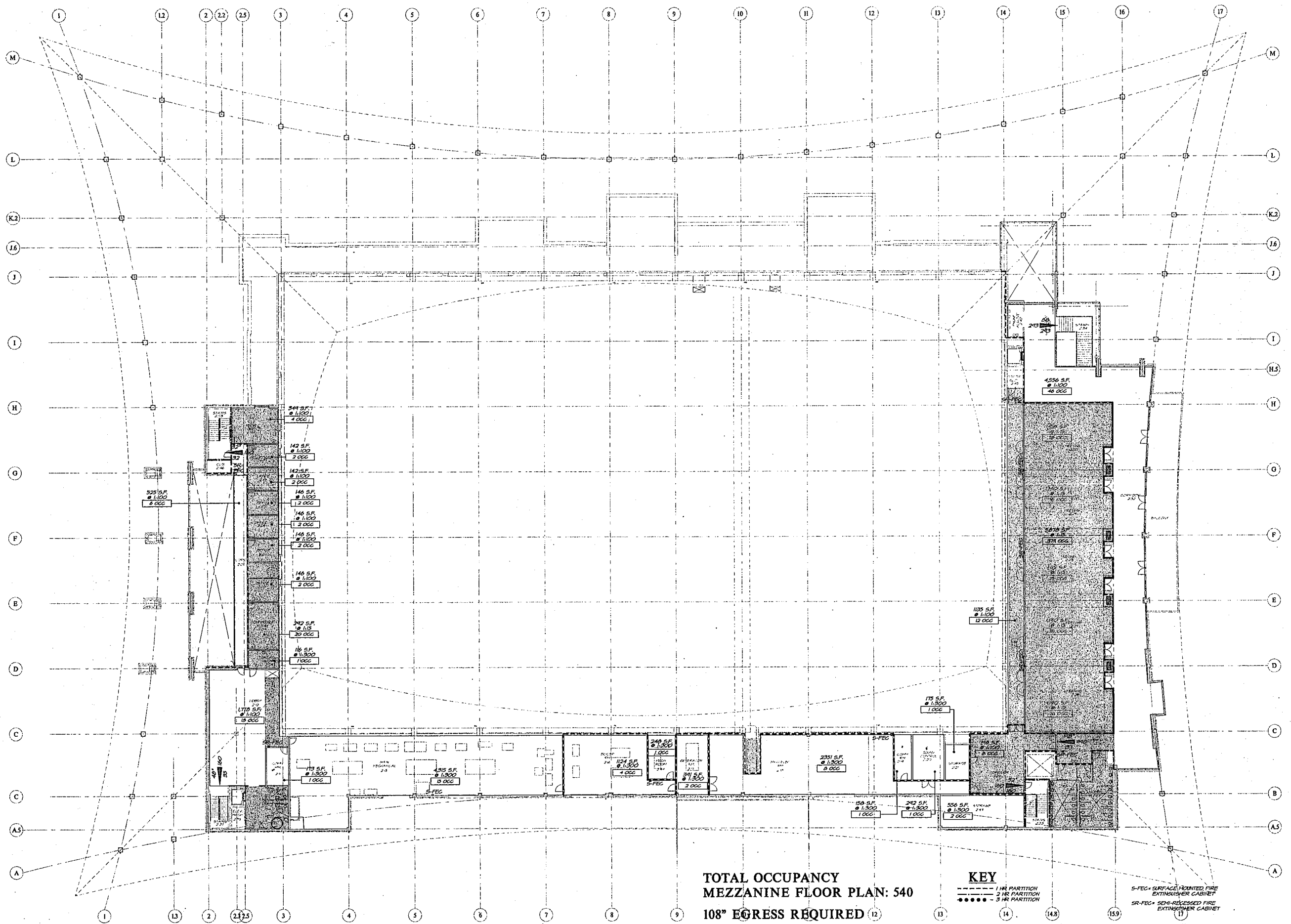
DATE: 8/28/00
JOB NO: 9901

RE-1.01



BARNES
TANIGUCHI
CENTERBROOK
108 W. 34. Street
(512) 476-7133

**TOWN LAKE PARK
COMMUNITY EVENTS CENTER AND PARKING FACILITY**
CITY OF AUSTIN CONVENTION CENTER DEPARTMENT



**TOTAL OCCUPANCY
MEZZANINE FLOOR PLAN: 540
108" EGRESS REQUIRED**

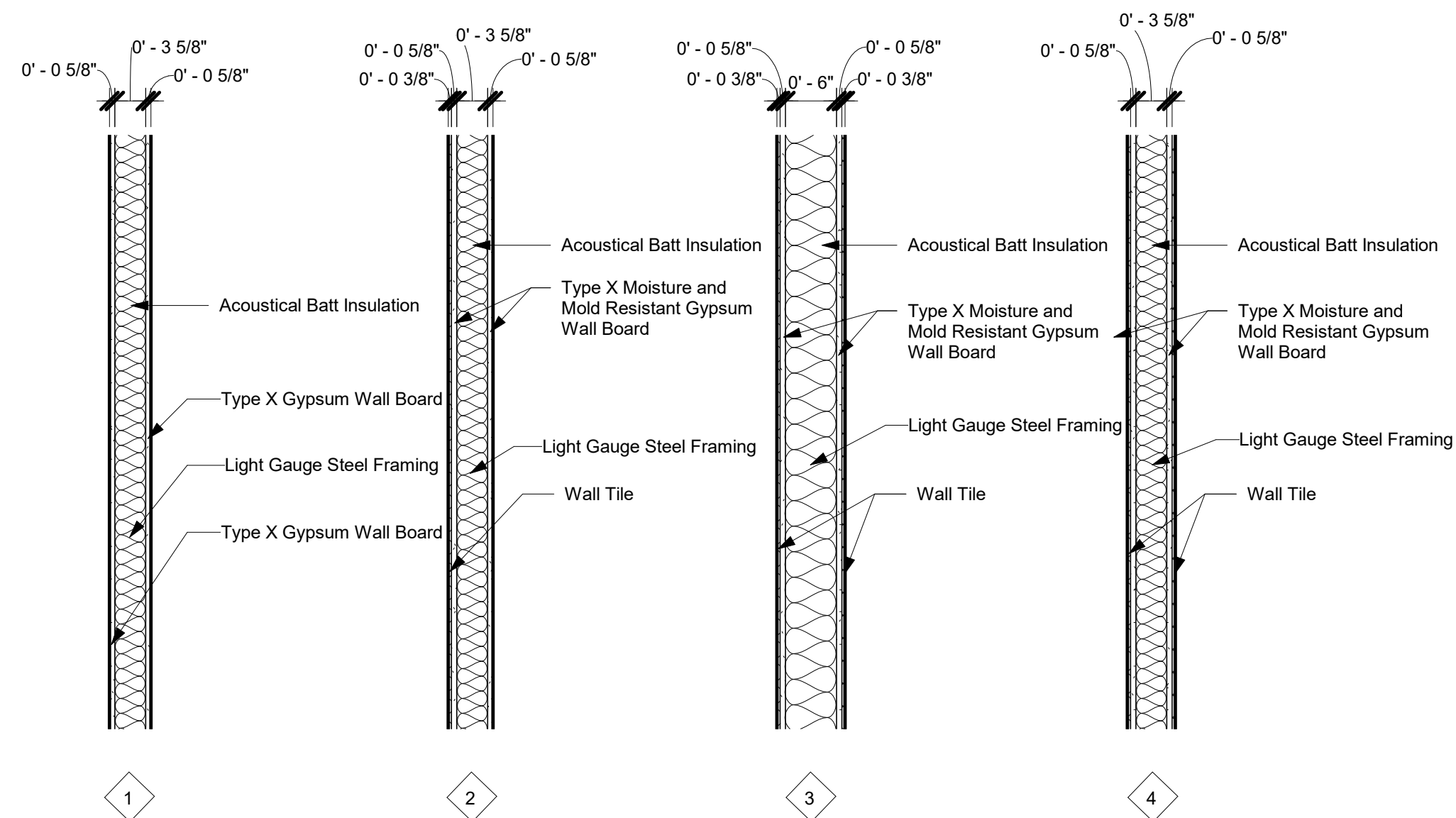
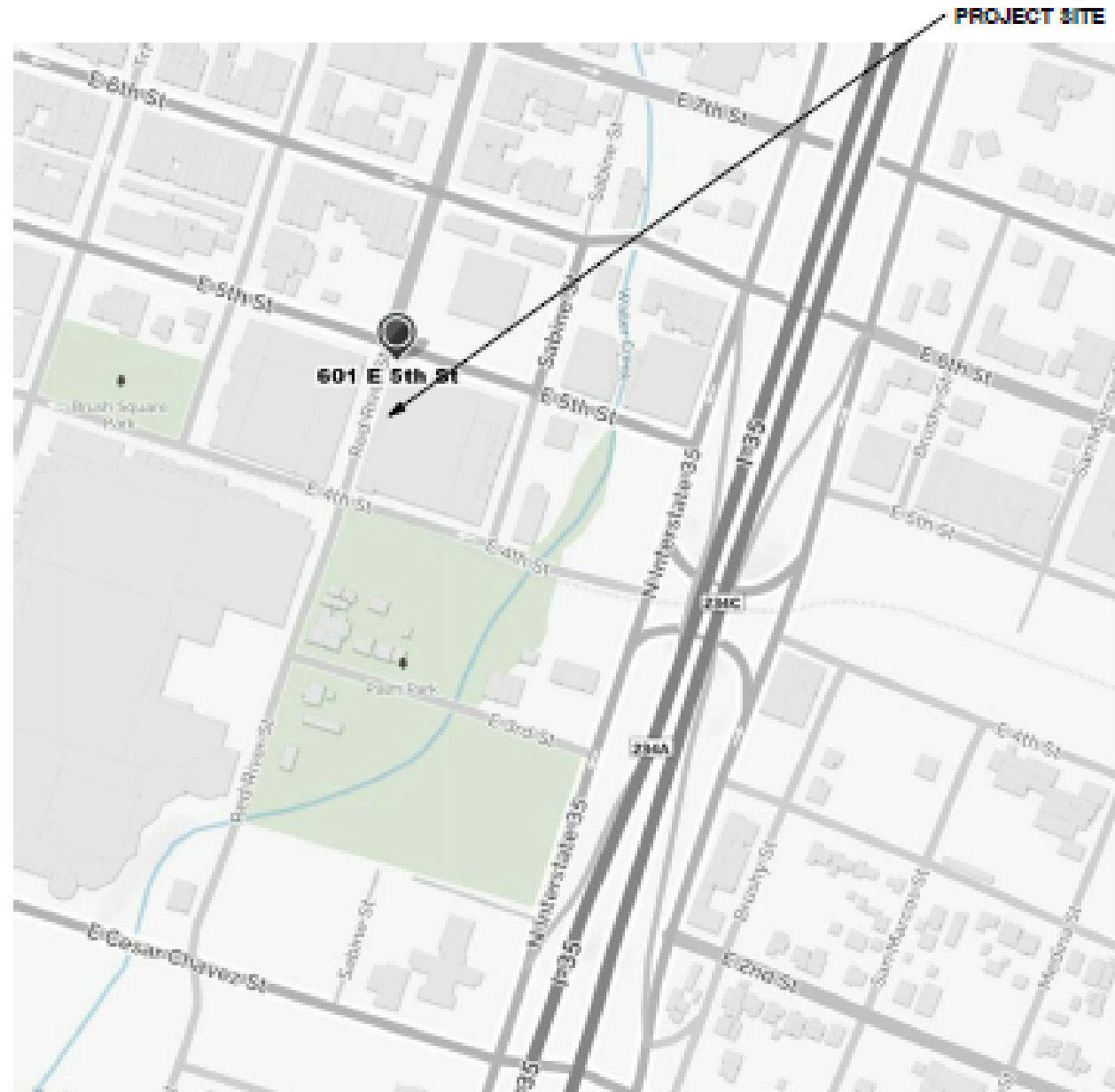
- KEY**
- 1 HR PARTITION
 - 2 HR PARTITION
 - 3 HR PARTITION
 - A - EGRESS WIDTH IN INCHES
 - B - EGRESS CAPACITY (OCCUPANTS)
 - C - ACTUAL EGRESS (OCCUPANTS)
 - S-FEG = SURFACE MOUNTED FIRE EXTINGUISHER CABINET
 - SR-FEG = SEMI-RECESSED FIRE EXTINGUISHER CABINET
 - 2 HR RATED ROOFCEILING ASSEMBLY REQUIRED (UL 1480), REF. 4.24, 4.30 FOR TYP. DETAILS

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**CODE STUDY
MEZZANINE LEVEL PLAN**
SCALE: 1/16" = 1'-0"

DATE: 8/28/00
JOB NO: 9901
RE-1.02

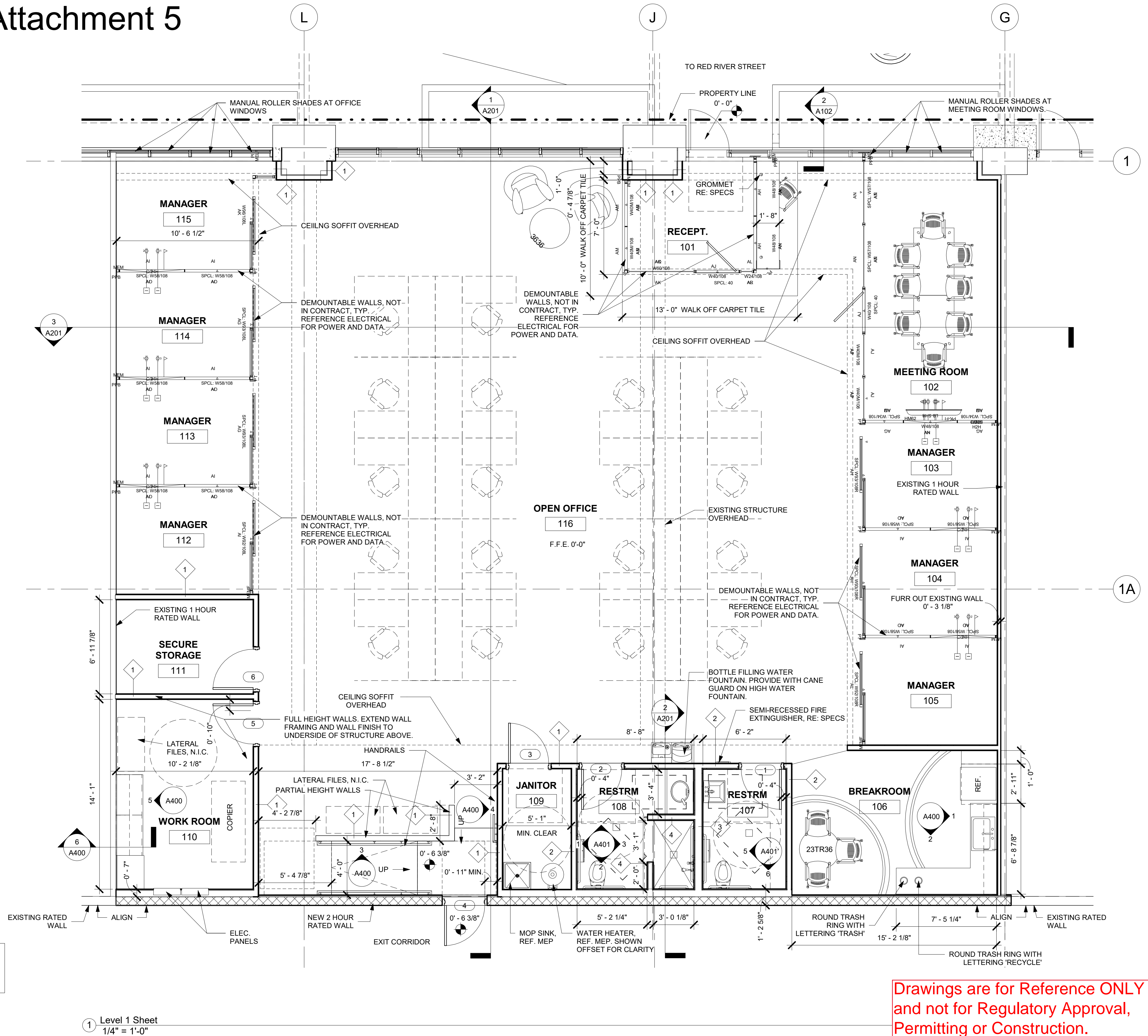
Attachment 5



NOTE: REFERENCE FLOOR PLAN NOTES FOR FULL HEIGHT WALL LOCATIONS. AT FULL HEIGHT WALL LOCATIONS EXTEND FRAMING AND WALL FINISH TO UNDERSIDE OF STRUCTURE ABOVE.

2 WALL TYPES LEGEND
3/4" = 1'-0"

NOTE: CONTRACTOR SHALL SLOPE NEW CONCRETE SUBFLOOR OF RESTROOMS 2% TO FLOOR DRAINS. CONTRACTOR SHALL COORDINATE AND SET ELEVATION OF FLOOR DRAINS TO ACHIEVE 2% SLOPE.



Drawings are for Reference ONLY
and not for Regulatory Approval,
Permitting or Construction.

① Level 1 Sheet
1/4" = 1'-0"

This interim document is released under the authority of

Mary Franzosa, AIA, LEED BD+C
Reg. No. 22359

24 August 2018
Not for regulatory approval, permitting, or construction

100% CONSTRUCTION
DOCUMENTS
October 00th, 2018



305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

[illegible]

The bar above measures one inch on the original drawing. Adjust scales accordingly.

NEW WORK PLANS

5th STREET GARAGE TENANT FINISH OUT

601 East 5th Street; Austin, TX 78701

LOTTED: 08/24/18
 JOB NO: 023-89B

A101

.....

Attachment 6

Meter name	Default CO2 Meter
Meter type	CO2
Unit of measurement	ppm

Complete values on readings tab.

Period Start Date	Period End Date	Average 95th Percentile CO2 Reading (ppm)
		0.0

CO2 Readings

Location	Data Point	Date	Time	CO2 Reading (ppm)

Summary

Location	Date
	95th Percentile

Average for each date	0.00
-----------------------	------

Attachment 6

Meter name	Default TVOC Meter
Meter type	TVOCs
Unit of measurement	ug/m3

Complete readings on readings tab.

Period Start Date	Period End Date	Highest TVOC Reading (ug/m3)
		0.0

TVOC Readings

Location	Data Point	Date	Start Time	End Time	TVOC Reading ($\mu\text{g}/\text{m}^3$)

Summary

Location	Date
	Average for each location
Maximum level for each date	0.00

**CITY OF AUSTIN
BID SHEET
INDOOR AIR QUALITY TESTING FOR TVOC AND CO2 FOR ARC PERFORMANCE SCORE
SOLICITATION NUMBER: IFB 8200 SLW1027**

Special Instructions: Bidders must use this Bid Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of your Offer. The City reserves the right to award a single contract based on overall low cost, or individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. Bids shall not exceed \$20,000 annually. Any bid that exceeds \$20,000 will be deemed "non-responsive".

SECTION 1 - INDOOR AIR QUALITY EVALUATIONS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	LUMP SUM BID PRICE
1	Indoor Air Quality (IAQ) Evaluation and Report - Austin Convention Center, 500 E Cesar Chavez St, Austin, Texas <i>(total cost, not individual hours) for LEED re-certification, per specification requirements.</i> Proposed Method: _____ Method 2: PIDs _____	1	LUMP SUM	\$ 7,200.00
2	Indoor Air Quality (IAQ) Evaluation and Report - Palmer Events Center, 900 Barton Springs Rd, Austin, Texas <i>(total cost, not individual hours) for LEED re-certification, per specification requirements.</i> Proposed Method: _____ Method 2: PIDs _____	1	LUMP SUM	\$ 4,800.00
SECTION 1 - TOTAL:				\$ 12,000.00

SECTION 2 - ADDITIONAL CITY SITES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	LUMP SUM BID PRICE
3	Indoor Air Quality (IAQ) Evaluation and Report - 5th Street Garage Administrative Offices, as needed <i>(per SF costs, not individual hours) for LEED certification, per specification requirements.</i> Proposed Method: _____ Method 2: PIDs _____	1	LUMP SUM	\$ 800.00
SECTION 2 - TOTAL:				\$ 800.00
TOTAL BID (SECTIONS 1 & 2):				\$ 12,800.00

SECTION 3 - NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD)

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

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT PRICE, UNIT OF MEASURE, DISCOUNT, MARKUP
4	Operational Assessment - low/no cost energy efficiency playbook	Hourly Rate Schedule, starting \$85.00/hr
5	Energy Modeling, Simulation, Consulting and LEED Certification Services	Hourly Rate Schedule, starting \$85.00/hr
6	Building Commissioning, Retro-Commissioning, AFDD, and Monitoring-Based Cx	Hourly Rate Schedule, starting \$85.00/hr
7	Energy/Water Master Planning, Metering Planning, IGA, Data Intelligence	Hourly Rate Schedule, starting \$85.00/hr
8	Modernization Studies, Feasibility Studies/Evaluation, Optimized Design Review, BAS SOO Optimization, Staff Training	Hourly Rate Schedule, starting \$85.00/hr

COMPANY NAME: _____ Vision Building Energy Efficiency, LLC dba Bee _____

COMPANY EMAIL: _____ BrendaHu@BeeUSA.com _____

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Vision Building Energy Efficiency, LLC dba Bee	
Physical Address	13809 Research Boulevard, Suite 279, Austin, TX 78750	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NA	
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 Vision Building Energy Efficiency, LLC dba Bee

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 Austin, Austin Convention Center Department
Name and Title of Contact Camala Jones, Environmental Compliance Specialist
Project Name IAQ testing for TVOC and CO2 levels, LEED certification and recertification thorough ACR Performance Score methods at Palmer Events Center
Present Address 500 East Cesar Chavez Street
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 404-4309 Fax Number ()
Email Address Camala.Jones@austintexas.gov
2. Company's Name General Services Administration Region 7
Name and Title of Contact Janayle K. Borski, MPH, LEED Green Associate, Regional Sustainability Program Specialist
Project Name Retro-Commissioning studies and ASHRAE 62.1-2010 IAQ testing for TX & NM Facilities to meet requirements for LEED Certification and GSA Guiding Principles
Present Address 819 Taylor Street Room 12A
City, State, Zip Code Fort Worth, Texas 76102
Telephone Number (817) 850-8430 Fax Number ()
Email Address Janayle.borski@gsa.gov
3. Company's Name General Services Administration Region 7
Name and Title of Contact Joshua P. Banis, MA, LEED AP O+M, Fitwel Amb., Regional Sustainability Program Specialist
Project Name Retro-Commissioning studies and ASHRAE 62.1-2010 IAQ testing for TX & AR Facilities to meet requirements for LEED Certification and GSA Guiding Principles
Present Address 819 Taylor Street Room 12A-544
City, State, Zip Code Fort Worth, Texas 76102
Telephone Number (817) 850-5550 Fax Number ()
Email Address Joshua.banis@gsa.gov

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 10th day of July, 2019

CONTRACTOR	Vision Building Energy Efficiency, LLC dba Bee
Authorized Signature	
Title	President

Section 0835: Non-Resident Bidder Provisions

Company Name Vision Building Energy Efficiency, LLC dba Bee

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

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

Answer: Resident Bidder

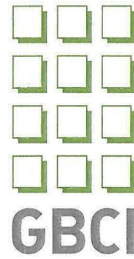
- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



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Chairman

June 15, 2009

Date Issued

Peter Templeton, President



The Association of Energy Engineers
certifies that

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*has completed the prescribed standards for certification,
has demonstrated a high level of competence and ethical fitness
for energy management, and is hereby granted the title of*

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