



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 21, 2019

Boss Systems, LLC D/B/A Hood Boss
Eric Kimberling
2511 Merrell Road
Dallas, Texas 75229

Eric@thehoodboss.com

Dear Mr. Kimberling:

The Austin City Council approved the execution of a contract with your company for Kitchen Hood Cleaning Services for various City departments in accordance with the referenced Invitation for Bid.

Responsible Department:	Austin Convention Center Department Austin Fire Department Building Services Department
Department Contact Person:	Kelly Rodriguez (512) 404-4351 Karen Bitzer (512) 974-4131 Marty James (512) 974-3519
Department Contact Email Address:	Kelly.Rodriguez@austintexas.gov Karen.Bitzer@ausps.org Marty.James@austintexas.gov
Project Name:	Kitchen Hood Cleaning Services
Contractor Name:	Boss Systems, LLC D/B/A Hood Boss
Contract Number:	MA 8200 NA190000219
Contract Period:	August 21, 2019 - August 20, 2021
Dollar Amount	\$326,875
Extension Options:	Three (3) twelve (12) month extension options
Requisition Number:	RQM 8200 19030600361
Solicitation Type & Number:	IFB 8200 SSC1005
Agenda Item Number:	59
Council Approval Date:	August 8, 2019

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,

Sydney Ceder
Procurement Specialist III
City of Austin
Purchasing Office

CC: Jo Gutierrez, Procurement Specialist III
Kelly Rodriguez, Contract Management Supervisor I
Karen Bitzer, Contract Compliance Manager
Marty James, Contract Management Specialist IV

Revised 8/4/2014



We do our job, so you can do yours.

2511 Merrell Rd., Dallas, TX

972-704-1812

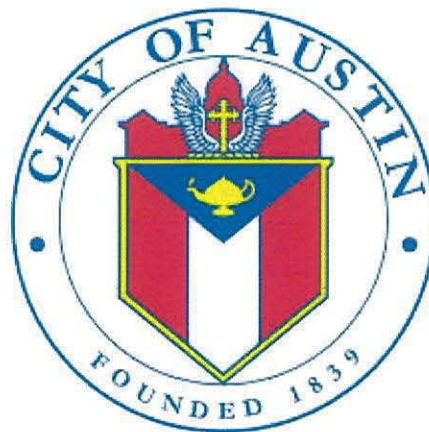
Eric@thehoodboss.com

Solicitation NO: IFB 8200 SSC1005

Kitchen Hood Cleaning Services

Sydney Ceder – Procurement Specialist III

Lynette Hicks – Procurement Specialist IV





CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 8200 SSC1005

DATE ISSUED: April 15, 2019

REQUISITION NO.: 19030600634

COMMODITY CODE: 96221

COMMODITY/SERVICE DESCRIPTION: Kitchen Hood Cleaning Services

PRE-BID CONFERENCE TIME AND DATE: N/A

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

Sydney Ceder
Procurement Specialist III

Phone: (512) 974-2225
E-Mail: Sydney.ceder@austintexas.gov

Lynnette Hicks
Procurement Specialist IV

Phone: (512) 974-3349
E-Mail: Lynnette.hicks@austintexas.gov

BID DUE PRIOR TO: May 7, 2019 at 2:00 P.M.

BID OPENING TIME AND DATE: May 7, 2019 at 3:00 P.M.

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8200 SSC1005	Purchasing Office-Response Enclosed for Solicitation # IFB 8200 SSC1005
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	7
0500	SPECIFICATION	10
0505	LIST OF AUSTIN FIRE DEPARTMENT STATION ADDRESSES	2
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and 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	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** 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: Boss Systems LLC - DBA Head Boss
Company Address: 2511 Merrell Rd.
City, State, Zip: Dallas, TX 75229
Vendor Registration No. V100000957291
Printed Name of Officer or Authorized Representative: Eric Kimberling
Title: General Manager
Signature of Officer or Authorized Representative: 
Date: 4/26/19
Email Address: Eric@theheadboss.com
Phone Number: 972-704-1812

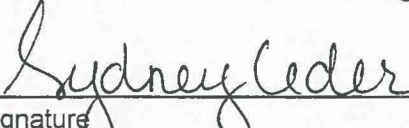
(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

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 NA190000219

CITY OF AUSTIN

Awarded this 21 day of August, 2019


Signature

Sydney Ceder
Printed Name and Title of Authorized Person

8/21/19
Date

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

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.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** - a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** - any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

- A. any exceptions to the Offer accepted in writing by the City
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant**- a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

**CITY OF AUSTIN
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STANDARD PURCHASE DEFINITIONS**

- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

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

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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

13. **PAYMENT:**

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

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

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18. SUBCONTRACTORS:

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

19. WARRANTY-PRICE:

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

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

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

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

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30. DELAYS:

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

31. INDEMNITY:

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

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

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

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

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

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

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office one (1) week prior to the bid opening date. Please send to Sydney Ceder by email, sydney.ceder@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.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**
- Location:
- To be issued on purchase order

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- A. Services should be completed within a timeframe that is mutually agreed upon by both parties after the service request is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the address listed on each individual purchase order, except for the Austin Convention Center Department. Those invoices shall be emailed to ACCD.AcctsPayable@austintexas.gov.

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

7. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to

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providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. AUSTIN CONVENTION CENTER DEPARTMENT (ACCD) CONTRACTOR OR SUBCONTRACTOR ACCESS REQUIREMENTS:

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

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defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. 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.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. 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/ID devices.
- F. Restricted areas of the facility with signs stating, "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Upon arrival and departure from the premises, the Contractor's service representative shall report to the Security Control Center to sign in and out.
- H. Contractor and employees shall be required to obtain a security badge from the Security Control Center upon arrival. This security badge shall be worn at all times while on duty. Badge must be worn above the waist and on the outer most garments. The security badge may not grant access to some restricted areas. The Contractor's employees shall comply with all security restrictions. Violations may result in the removal of an employee from the premises.
- I. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- J. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/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.
- K. 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/ID devices and check-in procedures.
- L. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/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.
- M. 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.

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- N. Temporary badge/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/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU20300003000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total benefits for Private industry workers in Service	

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This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

- E. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **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:

Austin Convention Center Department

Bryan Helford

512-404-4311

Bryan.helford@austintexas.gov

Austin Fire Department

Karen Bitzer

512-974-4313

Karen.bitzer@austintexas.gov

Building Services Department

Julie Strickland

512-974-3980

Julie.strickland@austintexas.gov

**CITY OF AUSTIN
SCOPE OF WORK
KITCHEN HOOD CLEANING SERVICES
INVITATION FOR BID**

1.0 PURPOSE

The City of Austin ("City") seeks to establish a contract with a single vendor that is licensed by the State of Texas to perform kitchen hood cleaning services. This contract will be utilized by the Austin Convention Center Department (ACCD), which includes the Austin Convention Center (ACC) and the Palmer Event Center (PEC), Building Services Department (BSD) and the Austin Fire Department (AFD) for forty-six (46) locations (See Attachment 0505 for addresses). The City reserves the right to add or remove City departments and facilities at the City's discretion. All services shall be rendered at the location specified at the time of order. All services provided to the City under this contract shall be billed upon completion of service.

2.0 CONTRACTOR QUALIFICATIONS

2.1 Experience

- 2.1.A Contractor shall have a minimum of five (5) years continuous experience in providing kitchen hood cleaning services in accordance to the National Fire Protection Association 96 (NFPA) standards and similar in size and scope to this specification. The Contractor shall submit proof of their experience within five (5) business days upon request by the City. Proof may be in the form of Contractor's references (current and previous) during the previous five-year period, which will clearly demonstrate and verify the Contractor's eligibility. If requested, the City will ask for copies before the completion of the award process.
- 2.1.B Contractor and their technicians shall hold certification(s) consistent with NFPA 96 guidelines International Kitchen Exhaust Cleaning Association (IKECA) or similar or issued by Texas Department of Licensing and Regulation or certifications as required by the City of Austin, State of Texas, Federal agency or any other applicable regulatory agency requirements for these specific services. The Contractor shall submit proof of technician experience within five (5) business days upon request by the City. The City reserves the right to ask for and verify proof of experience prior to the completion of the award process.

2.2 References

- 2.2.A Contractor shall provide three (3) commercial references for similar work and types of equipment as outlined in these specifications. Submit proof of experience within five (5) business days upon request by the City. Proof of experience may be in the form of resumes, references and/or letters of reference during the previous 5-year period and which clearly demonstrates and verifies the Contractor's eligibility. The City reserves the right to ask for and verify proof of experience prior to the completion of the award process. References shall validate satisfactory service.
- 2.2.A Contractor shall operate and maintain a full time, permanent business address, email address, telephone and fax machine. Contractor shall also have adequate equipment and materials and sufficient employees trained to perform the services specified herein.

3.0 CONTRACTOR REQUIREMENTS

- 3.1 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, chemicals, cleaners, plastic sheeting, tools, equipment (pressure washers), instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any pricing

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associated with meeting this requirement shall be included in the cost of the material bid and not charged separately.

- 3.2 The Contractor shall comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to kitchen hood cleaning services including NFPA 96: Standards for Ventilation Control and Fire Protection of Commercial Cooking Operations (<https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=96>).
- 3.3 The Contractor shall perform all steps reasonably necessary to protect City property and personnel from harm.
- 3.4 The Contractor shall understand that all work is subject to inspection and acceptance by the Contract Manager or designee.
- 3.5 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.
- 3.6 **Contractor's Personnel**
 - 3.6.A The Contractor shall have the necessary number of personnel required to provide services according to these specifications within the schedule provided.
 - 3.6.B The City shall have the right to request that the Contractor remove any employee of the Contractor whose conduct is improper, inappropriate, or offensive; and such employee shall not be assigned to provide services for the remainder of the term without the written consent of the City.
 - 3.6.C The Contractor shall ensure all of their personnel are continuously trained to meet the latest industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.
 - 3.6.D Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
 - 3.6.E The Contractor shall be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:
 - 3.6.E.a The Contractor personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
 - 3.6.E.b The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.
 - 3.6.E.c The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
 - 3.6.E.d The Contractor shall post safety warnings as necessary to ensure safe operations.

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- 3.6.F The Contractor shall coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety.
- 3.6.G The Contractor shall immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous condition while performing services under this Contract.
- 3.6.H Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards), as revised or amended from time to time.
- 3.6.I The Contractor shall comply with OSHA and other applicable laws and regulations for the protection of employees. This is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 3.6.J The Contractor shall 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 verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 3.6.K The Contractor shall 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.
- 3.6.L The Contractor shall be responsible 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 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.
- 3.6.M The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay.
- 3.6.N The Contractor shall ensure all personnel assigned to the project shall wear appropriate personal protection equipment and a uniform and company issued identification at all times. Uniforms must be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear. At a minimum, employees must wear a shirt with Contractor's name on it and it must be neat in appearance. The Contractor personnel shall wear appropriate personal protection equipment at all times.
- 3.6.O The Contractor may change personnel only with equally qualified personnel. The Contract Manager may request that the Contractor remove any personnel from the City contract whose work is unsatisfactory.

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3.7 Single Point of Contact (SPOC)

- 3.7.A The Contractor shall provide 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.
- 3.7.B Contractor shall provide the SPOC's office number, email address, and cell phone number. During times 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 SOW and shall have the same authority as the SPOC. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

3.8 Sustainability

- 3.8.A The City's sustainable purchasing objective include purchasing products and services as described below.

The Contractor shall:

- 3.8.A.a Conserve natural resources including water, energy, and raw materials throughout the product life cycle.
- 3.8.A.b Minimize environmental impacts such as water and air pollution during usage.
- 3.8.A.c Eliminate or reduce toxins that create hazards to workers, citizens, wildlife and the environment.
- 3.8.A.d Support up-cycling and recycling efforts as well as utilize products with high recycled content.
- 3.8.A.e Reduce environmental impacts in the production and distribution systems.
- 3.8.A.f Support worker health, safety and fair wages.
- 3.8.A.g Consider total cost of ownership during the products useful life, including operation, supplies, maintenance and disposal cost.
- 3.8.A.h Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

The Contractor shall adhere to the ACCD sustainability standards below:

3.8.B Cleaning Products:

- 3.8.B.a Cleaning products shall meet one or more of the following standards:
- 3.8.B.a.1 Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;

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- 3.8.B.a.2 UL EcoLogo 2792 (formerly CCD 110), for cleaning and degreasing compounds;
- 3.8.B.a.3 UL EcoLogo 2759 (formerly CCD 146), for hard-surface cleaners;
- 3.8.B.a.4 EPA Safer Choice Standard; and/or
- 3.8.B.a.5 Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).
- 3.8.B.b Use Concentrated Version of Chemicals with Dilution control 1:8 or greater
- 3.8.B.c Use Closed Loop Systems for Dilution (Dilution Control Systems) - The use of non-proprietary dilution systems that work with more than one manufacturer's product-line are preferred
- 3.8.B.d Use Stream or Course Spray When Using in Spray Bottles
 - 3.8.B.d.1 No misting is allowed.
- 3.8.B.e Disinfectants, metal polish, or other products not addressed by the above standards shall meet one or more of the following standards:
 - 3.8.B.e.1 UL EcoLogo 2798 (formerly CCD 112), for digestion additives for cleaning and odor control;
 - 3.8.B.e.2 UL EcoLogo 2796 (formerly CCD 115/107), for odor control additives;
 - 3.8.B.e.3 Green Seal GS-52/53, for specialty cleaning products;
 - 3.8.B.e.4 California Code of Regulations maximum allowable VOC levels for the specific product category;
 - 3.8.B.e.5 EPA Safer Choice Standard; and/or
 - 3.8.B.e.6 Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).
- 3.8.C Disposable janitorial paper products and trash bags:

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3.8.C.a Disposable janitorial paper products and trash bags shall meet the minimum requirements of one or more of the following programs:

3.8.C.a.1 EPA comprehensive procurement guidelines, for janitorial paper;

3.8.C.a.2 Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers;

3.8.C.a.3 FSC certification, for fiber procurement;

3.8.C.a.4 EPA comprehensive procurement guidelines, for plastic trash can liners; and/or

3.8.C.a.5 California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).

3.8.D Cleaning Equipment

3.8.D.a Cleaning equipment that is manually operated and does not use any added power such as combustible fuel, electricity, compressed air or batteries is preferred.

3.8.D.b Powered cleaning equipment should be ergonomically designed to minimize vibration, noise, and user fatigue.

3.8.D.c Powered cleaning equipment should be designed to reduce potential damage to building surfaces by using safeguards, such as rollers or rubber bumpers.

3.8.D.d Battery powered cleaning equipment should be equipped with environmentally preferable rechargeable batteries.

4.0 HOURS OF SERVICE

4.1 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless approved in writing by the City Contract Manager or designee prior to starting the work.

4.2 REGULAR HOURS shall be 5:00 a.m. through 4:59 p.m. Monday through Friday. Hourly rates for regular hours shall be in accordance with Section 0600, Bid Sheet.

4.3 NON-REGULAR HOURS shall be: 5:00 p.m. through 4:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays. Hourly rates for these non-regular hours may be charged to ACCD up to 150% (time and a half) of the regular hours.

4.4 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.0 SCOPE OF SERVICES

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- 5.1 General Services:** The kitchen hood cleaning listed in Section 5.1 below will be required quarterly at a minimum and on an as needed basis to continue proper operation of the building kitchen hood systems located within the responsibilities of City.
- 5.1.A The Contractor shall provide the following but not limited to:
- 5.1.A.a Cleaning of the interior and exterior of all exhaust hoods, make-up supply fans, all related ductwork, filters, fans, etc.
 - 5.1.A.b Protection of kitchen equipment for cleaning activities.
 - 5.1.A.c Removal of all debris including any cleaning agents, water, and/or equipment.
- 5.1.B The Contractor shall use materials that are factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications.
- 5.1.C The Contractor shall be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
- 5.1.D The Contractor shall coordinate service schedules with the Contract Manager.
- 5.1.E The Contractor shall respond to a service request by email, phone or meet with the Contract Manager or designee within 72 hours of notification to discuss the project.
- 5.1.F Under no circumstances shall the Contractor begin work until the Contract Manager or designee provides written approval.
- 5.1.G The Contractor shall be responsible for any and all damage to City equipment or property as a direct result of Contractor's actions while on or around City property.
- 5.1.G.a If damage occurs, Contractor shall notify the Contract Manager immediately.
 - 5.1.G.b 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.H The Contractor shall 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 in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
- 5.1.I The Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules, and regulations from City premises as

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soon as each job is completed. Contractor shall handle, transport and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. Contractor shall not store worn or defective parts on ACCD premises.

- 5.1.J The Contractor shall ensure all equipment is in good operating condition and meets or exceeds OSHA industry standards.
- 5.1.K The Contractor shall ensure no gasoline, natural gas, diesel, or propane-powered equipment is allowed inside a facility without the written permission of the Contract Manager.
- 5.1.L The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.
- 5.1.M The Contractor is fully responsible 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 Contractor-owned equipment.

5.2 Other Services

- 5.2.A On an as-needed basis, the Contractor shall provide services which may not be specified herein, but are related to, this Scope of Work. Other services may include but not limited to repairs, providing condition assessments, and equipment maintenance.
- 5.2.B Other Services shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, depending on when the services are provided.
- 5.2.C The Contractor may markup repair parts and materials in used for Other Services (Section 0500; Item 5.2). The Contractor shall not charge the City for repair parts and materials other than those used in the performance of services for the City.
- 5.2.D Charges for repair parts and materials shall be at a markup to the Contractor's cost and in accordance with the Bid Sheet, Section 0600. Contractor's markups shall not exceed ten percent (10%). All line item charges for repair parts and materials will be verified by the City.
 - 5.2.D.a With their invoice to the City, the Contractor shall submit a copy of the Contractor's invoice, or receipt, which indicates the amount paid by the Contractor for the repair parts and materials.
- 5.2.E The City will reimburse the Contractor for the repair parts and materials used per job. The City shall not reimburse the Contractor for repair parts and materials purchased and held in Contractor's inventory.
- 5.2.F When other services are requested, and if applicable or at the City's request, the Contractor shall arrange a site-visit with the Contract Manager or designee.
 - 5.2.F.a The Contractor shall respond to the City's request for other services or meet with the Contract Manager within two (2) business days of request, or other mutually-agreed time to discuss the project. Upon

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request by the Contract Manager, a written estimate of the total cost of work, ("Estimate") will be submitted to the Contract Manager within three (3) business days and at no additional cost to City.

- 5.2.G Submission of the Estimate shall be evidence that the Contractor has familiarized himself/herself with the nature and extent of the work, inspected the surrounding conditions, and the equipment, materials and labor required for the work to be done.
- 5.2.H The Estimate for other services shall be in writing and shall include:
 - 5.2.H.a An estimate of the total cost of the work, including an itemized cost estimate with labor and, if applicable, materials needed to complete the service;
 - 5.2.H.b A description of services to be performed, including the location;
 - 5.2.H.c A recommended schedule detailing the number of hours and days necessary to complete the work.
- 5.2.I The Contract Manager, or designee, will review the Estimate and, if in agreement, will issue a Delivery Order (DO).
- 5.2.J Upon receipt of the DO, the Contractor shall acknowledge receipt by sending an email to the Contract Manager. The Contractor and Contract Manager will schedule a date and time for services to begin.
- 5.2.K If the Contract Manager does not agree with the Estimate, the Contract Manager will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall re-submit a revised Estimate for review within twenty-four (24) hours for approval by the Contract Manager.
- 5.2.L The Contractor shall complete the work within the time stated in the Estimate and shall notify the Contract Manager upon completion of the services.
- 5.2.M If during the performance of services, the Contractor determines that additional time is needed to complete the services being performed, the Contractor and the Contract Manager will mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager.
- 5.2.N During other services, all other provisions of this Contract shall apply.

6.0 CONTRACTOR PERFORMANCE

- 6.1 The Contractor shall attend meetings scheduled by the City such as the contract kickoff meeting and any contract performance review meeting. Notice of any such meeting(s) may be given by Contract Manager, or designee, to the Contractor in writing and will designate the time, date, location, Contractor attendees, and the purpose of the meeting.

7.0 TRANSPORTATION AND PARKING

- 7.1 The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any.

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All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

8.0 CONTRACT CLOSE-OUT

- 8.1 The Contractor shall agree to provide a “phase-out” or “transition” of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

AUSTIN FIRE DEPARTMENT

Station No.	Address	ZIP
1	401 E. 5th St.	78701
2	506 W. MLK Blvd.	78701
3	201 W. 30th St.	78705
4	1000 Blanco St.	78703
5	1201 Webberville Rd.	78721
6	1705 S. Congress Ave.	78704
7	201 Chicon St.	78702
8	8989 Research Blvd.	78758
9	4301 Speedway	78751
10	3009 Windsor Rd.	78703
11	1611 Kinney Ave.	78704
12	2109 Hancock Ave.	78756
14	4305 Airport Blvd.	78722
15	829 Airport Blvd.	78702
16	7000 Reese Lane	78757
17	4128 S. 1st St.	78704
18	6311 Berkman Dr.	78723
19	5211 Balcones Dr.	78731
20	6601 Manchaca Rd.	78745
21	4201 Spicewood Springs Rd.	78759
22	5309 E. Riverside Dr.	78741
23	1330 E. Rundberg Lane	78753
24	5811 Nuckols Crossing Rd.	78744
25	5228 Duval Rd.	78759
26	6702 Wentworth Dr.	78724
27	5401 McCarty Lane	78749
28	2410 W. Parmer Lane	78727
29	3703 Deer Lane	78759
30	1021 W. Braker Lane	78758
31	5507 FM 2222	78731
32	2804 Montebello Rd.	78746
33	9409 Bluegrass Dr.	78759
34	10041 Lakecreek Pkwy.	78729
35	5500 Burleson Rd.	78744

36	<i>400 Ralph Ablanedo Dr.</i>	<i>78745</i>
37	<i>8660 Highway 71 West</i>	<i>78735</i>
38	<i>10111 Anderson Mill Rd.</i>	<i>78750</i>
39	<i>7701 River Place Blvd.</i>	<i>78726</i>
40	<i>12711 Harrisglenn Blvd.</i>	<i>78753</i>
41	<i>11205 Harris Branch Pkwy.</i>	<i>78754</i>
42	<i>2434 Cardinal Loop</i>	<i>78739</i>
43	<i>11401 Escarpment Blvd.</i>	<i>78739</i>
44	<i>11612 Four Iron Dr.</i>	<i>78750</i>
45	<i>9421 Spectrum Blvd.</i>	<i>78717</i>
46	<i>12010 Brodie Ln.</i>	<i>78748</i>

**SECTION 0600 - PRICE SHEET
CITY OF AUSTIN
KITCHEN HOOD CLEANING SERVICES**

SOLICITATION NO.: IFB 8200 SSC1005

BUYER: Sydney Ceder

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

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

CATEGORY 1 - KITCHEN HOOD CLEANING SERVICES

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately. Hourly rate shall be inclusive of all labor, supervision, diagnostics, parts, materials, chemicals, cleaners, plastic sheeting, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training and transportation necessary for execution of the services provided under this contract. Any pricing associated with meeting this requirement shall be included in the bid submittal and not charged separately (Section 0500; Item 3.1)

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

CATEGORY 1 - KITCHEN HOOD CLEANING SERVICES

ITEM NO.	LABOR RATES FOR GENERAL AND OTHER SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Normal Hours Repair Services (Monday -Friday 5:00 a.m. - 4:59 p.m.)	75	HOUR	145.00	10,875
2	After Hours Repair Services (Monday - Friday 5:00 p.m. - 4:59 a.m.), Weekends and Holidays	300	HOUR	145.00	43,500
TOTAL EXTENDED PRICE - CATEGORY 1 =					54,375

CATEGORY 2 - MARKUP TO COSTS FOR MATERIALS FOR OTHER SERVICES

The City estimates an annual spending need of \$10,000 for materials related to kitchen hood cleaning services.

Offeror shall be able to provide materials to complete cleaning and other services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. **Markup costs shall not exceed 10%.**

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

CATEGORY 2 - MARKUP TO COST FOR MATERIALS FOR OTHER SERVICES

ITEM NO.	OTHER SERVICES	AMOUNT BEFORE VENDOR MARK-UP	% MARKUP	AMOUNT AFTER VENDOR MARK-UP
3	Mark-up to cost for Parts and Materials (Not to exceed 10%) - Invoices from contractor purchases will be used as verification for reimbursement	\$10,000	10 %	11,000 - if needed
TOTAL EXTENDED PRICE - CATEGORIES 1 and 2 =				65,375

COMPANY NAME: Boss Systems - DBA Hood Boss

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference SheetResponding Company Name Hood Boss

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 Fairmont Hotel - Austin
Name and Title of Contact Phillip Boggess - Director of Engineering
Project Name Kitchen Exhaust Cleaning
Present Address 101 Red River St.
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 563-1984 Fax Number ()
Email Address Phillip.Boggess@Fairmont.com

2. Company's Name SW Marriott - Downtown Austin
Name and Title of Contact Erik Mercado - DOE
Project Name Kitchen Exhaust Cleaning
Present Address 110 E 2nd St
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 474-4777 Fax Number ()
Email Address Erik.mercado@marriott.com

3. Company's Name Pluckers Wing Bar - Austin, SA, DFW
Name and Title of Contact Munson Stodder - Facilities Coordinator
Project Name Kitchen Exhaust Cleaning
Present Address 811 Barton Springs Rd. #600
City, State, Zip Code Austin, TX 78704
Telephone Number (737) 704-3604 Fax Number ()
Email Address mstodder@pluckers.net

City of Austin, Texas
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 26th day of April, 2019

CONTRACTOR

Authorized
Signature

Title

Houd Boss
Eric Kimberling

[Signature]

General Manager

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Brad Holinka	Hood Boss	Prime	16.00	Crew leader
Michael Mack	Hood Boss	Prime	15.00	Helper
Alex Cuadrado	Hood Boss	Prime	17.00	Crew leader
Kevin Matute	Hood Boss	Prime	16.00	Helper

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

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

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: 5/20/19

Printed Name: _____

Eric Kimberling

Title _____

General Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Hood Boss

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

SOLICITATION NUMBER: IFB SSC1005

SOLICITATION TITLE: Kitchen Hood Cleaning Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Hood Boss		
City Vendor ID Code	V00000 957291		
Physical Address	2511 Merrell Rd.		
City, State Zip	Dallas, TX 75229		
Phone Number	972-704-1812	Email Address	Eric@thehoodboss.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Eric Kimberling

 4.26.19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8200 SSC1005

SOLICITATION TITLE: Kitchen Hood Cleaning Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8200 SSC1005

SOLICITATION TITLE: Kitchen Hood Cleaning Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8200 SSC1005

SOLICITATION TITLE: Kitchen Hood Cleaning Services

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

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



TheHoodBoss.com

972-704-1812

boss@thehoodboss.com

How is Hood Boss Different?

Why would we change providers?

Customer Service

- On Time
- Three Point Scheduling
 - Two Week Out Scheduling
 - Day of Service Confirmation
 - Morning After Quality Assurance
- Key Access Program
- 28 Years Combined Kitchen Exhaust Cleaning
- 28 Years Combined Restaurant Management

Compliance

- Hood System Cleaning Frequency
- Baffle Filter Guidelines
- Protection of Facility Rooftop
- Protection of Equipment
- Knowledgeable in All NFPA 96 Standards
- EPA Waste Water Regulations

Documentation

- Hood System Diagram
- Detailed Photo Documentation of each Cleaning
- Photo Documentation of Deficiencies after each Cleaning
- Electronic Invoicing
- Customer Portal
 - Work Order Status
 - Open Invoices
 - Secure Payment

Delivering a Complete Kitchen Exhaust Grease Management Program

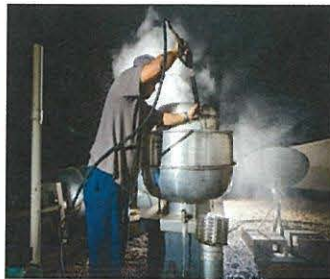
Scheduling	On Time Arrival	Kitchen Exhaust Cleaning	Follow Up
<ul style="list-style-type: none">● Two Week in Advance Scheduling● Email Confirmation● Day of Reminder	<ul style="list-style-type: none">● Arrive within the Defined 30 Minute Window● Using Key Access when available	<ul style="list-style-type: none">● Pre-Cleaning Pictures● Deficiency Documentation● NFPA 96 Compliant Cleaning● Detailed Clean-up of Work Area● Walk through with Manager on Duty● Post Cleaning Pictures	<ul style="list-style-type: none">● Next Day Quality Assurance call● Web Portal Access to your Location's Before & After Deficiency Photos● Electronic Invoicing● Secure Online Payment Portal● Next Day Access to Service Photos

Cleaning Process

Protect Equipment



Rooftop Cleaning



Cleaning/Polishing Hood



Detailed Clean up



Your Web Portal Photo Access

Your Location #1

Services By Cleaning Date
[2014-03-17](#)
[2014-02-24](#)
[2014-02-20](#)

Your Location #2

Services By Cleaning Date
[2014-02-24](#)
[2014-02-20](#)

Your Location #3

Services By Cleaning Date
[2014-03-17](#)

Photo History of Every Cleaning for each Store

Hood Canopy with Filters Out of Hood

Before

After

#20 Main Line - Kitchen Area Hood Canopy with Filters Out of Hood

#21 Main Line - Kitchen Area Hood Canopy with Filters Out of Hood

#12 Main Line - Kitchen Area Hood Canopy with Filters Out of Hood

#13 Main Line - Kitchen Area Hood Canopy with Filters Out of Hood

Before and After Pictures of Entire Cleaning

Home Kitchen Exhaust Cleaning Rooftop Exhaust Containment Products Other Services Contact Us

Service Date: 2014-03-17
Arrival Time: 10:52:31 PM
Departure Time: 12:59:02 AM

Your Location #1

Your Store Picture

Main Line -> Kitchen Area
Certification Sticker

Before

After

Store Picture and Certification Sticker

Deficiencies

Main Line -> Excess Build up of Grease in System

#17 Main Line Excess Build up of Grease in System

#18 Main Line Excess Build up of Grease in System

Main Line -> Wiring Exposed on Electrical Conduit

Photos of Deficiencies

How We Get Started



Onsite Complimentary Initial Inspection Report

- Duct Diagram of your System
- Existing Deficiencies
- Picture Documentation of your complete system
- Grease Management Program
 - Cleaning Frequency based on grease Accumulation
 - Pricing for Service
 - Detailed plan on how to address deficiencies or liabilities that exist within your system

Common Items Found During Inspection Report

Common Deficiencies

- ✗ Excessive Grease build up in Exhaust System
- ✗ Excessive Grease Build up on Baffle Filters
- ✗ Hinge Kit Needed on Rooftop Exhaust Fan
- ✗ Inaccessible Areas within Exhaust System
- ✗ Excessive Grease Build Up on Roof Top

How We Can Help



Help Determine Accurate Cleaning Frequency



Provide Commercial Degreaser to Maintain Baffle Filters between Hood Boss Cleanings



Order & Install Hinge Kit Best Fitted for Your Fan



Order and Install Necessary Panels for Proper Cleaning



Order and Install the Right Roof Top Protection System for You

Scope of Services



IFB 8200 SSC1005

Kitchen Hood Cleaning Services

04/30/2019

Account Management:

Hood Boss feels it's important for each of our customers to have a direct contact for their account. This helps with the communication of service issues and increases the efficiency of how your account is handled. You will have a designated account manager for your location. If you ever have an issue or concern with the service, please contact the account manager for your location. This person may differ from the person who contacts you regarding scheduling.

Cleaning Time:

Based on the numerous types of kitchen exhaust systems, the required preparation and the condition of your system, the time it takes to complete the first cleaning job can vary. After completing this initial job, we will be able to determine how long your system should take to clean on a regular basis.

Scheduling:

One week prior to the beginning of each month Hood Boss sends out an email to the designated scheduling contact to remind them of the upcoming kitchen exhaust cleaning service. At that time we encourage our customers to respond with a date that works best for their schedule and specific operating needs.

Once the month has begun, our scheduling department will generate routes within our logistics system to service our customers in the most efficient way possible. Once the routes are generated for the upcoming week our scheduling department will call the location to coordinate the service. Typically we try and schedule at least a week in advance. From time to time we have spots open up due to unforeseen circumstances such as maintenance, repair, or construction. When this occurs we are forced to schedule within that "one week" out timeframe in order to help our customers.

If you have any special requirements or concerns, please notify the Hood Boss representative at the time the appointment is being made. We will also call you on the day of your scheduled cleaning to confirm the appointment. You must provide 24 hours advance notice to cancel a scheduled cleaning – including mall/property & security cancellations. Failure to provide notice of cancellation may result in a trip charge.

Access & Security:

If you require Hood Boss to take any specific action or provide any specific information prior to entering your facility, please notify us at the time we schedule the work. Whether your unit is free-standing or a leased

property (such as an office complex, strip mall, etc.), it is the unit's responsibility to provide the mall/property management and security office with proper notification of the cleaning.

It is the responsibility of the customer to provide access to all areas of the exhaust system for proper service. These areas would include the restaurant, roof access, mechanical rooms, roof riser rooms, keys or codes for exterior doors, etc. If upon arrival at the location the proper access has not been provided, we will have to reschedule the service and a \$150 trip charge will be assessed to the account. When these reschedules occur Hood Boss absorbs losses in revenue and operating cost that cannot be made back up. Therefore communication when setting up the service is extremely important to avoid unwanted trip charges.

Preparation: We ask that you remove all food and other cooking/food paraphernalia from the cleaning area to provide our service associates full access to your kitchen exhaust system. Most importantly, we ask that you allow us to begin at the agreed upon time so the entire job can be completed. We use plastic for masking the hood, equipment and service area, and where possible to collect the wastewater for proper disposal.

Cleaning Method:

Hood Boss performs all cleaning services in accordance with the NFPA 96 Standard (The code adopted by the State of Texas for guide lines of maintenance and installation of commercial exhaust systems). Hood Boss will perform a thorough cleaning of your entire exhaust system. This includes all hoods, all accessible ducts and fans, down to bare metal according to the cleaning schedule we design for your business and type of cooking.

All cleaning schedules for your exhaust system are first set by the guidelines recommended by NFPA 96 Chapter 11, Table 11.4. After the first two cleaning intervals our account managers can then gauge your build up between services to see if the cleaning schedule needs to be altered to better fit your restaurants volume. Ultimately NFPA 96 states in Annex A, A.11.6.2, that "a measured depth of (.078in) indicates the need to the deposition risk." Grease Combs should be used to measure the grease accumulation within your exhaust system. Please reach out to your account manager to obtain a grease comb for your own personal monitoring of the exhaust system.

Table 11.4 Exhaust Cleaning Inspection Schedule for Grease Build Up

Type or Volume of Cooking	Frequency
Systems serving solid fuel cooking operations	Monthly
Systems serving high-volume cooking operations such as 24-hour cooking, charbroiling or wok cooking	Quarterly
Systems serving moderate-volume cooking operations	Semiannually
Systems serving low-volume cooking operations, such as churches, day camps, seasonal business or senior centers	Annually

Depending upon the severity of the buildup in each system, there may be areas of carbonized grease buildup that will require additional attention. Some locations may also require the installation of access panels and/or hinge kits to allow for complete accessibility to your system, as required by National Fire Protection Association 96 standards. Upon completing the cleaning of your exhaust system, the roof around the fans, and the back wall to the level of the equipment, the kitchen itself will be left in the condition in which it was found. Hood Boss will not move your kitchen equipment to clean behind or under the equipment.

The cleaning process consist of combination of degreaser and high pressure rinsing to properly and thoroughly clean your kitchen exhaust system. In order to protect your equipment from the process, we cover all appliances with in a 10 foot area of the systems being serviced with plastic. All food and consumables should

be protected or removed from the work area prior to the service by the restaurant.

Due to the amount of water used to clean the system thoroughly, you may notice some water leaking from your exhaust system. Minimal leaking is normal and no cause for alarm. To minimize the leaking, we will turn on your exhaust system before leaving to facilitate the drying of the system. It is the responsibility of the customer to report any damages that may have occurred during the service. The customer has 24 hours from the time of service to notify Hood Boss of any damages to equipment. After 24 hour from the time of your service date, Hood Boss cannot be held responsible for any damages.

Wastewater:

Kitchen Waste Water Management – technicians are trained to hang plastic on the hoods in order to funnel the water to trash cans so that minimal water hits the floors in the kitchen. The water from the trash cans are then disposed of in the mop sink. All mop sinks are connected to the grease trap of the restaurant.

Roof Top Waste Water Management – while performing the roof top portion of the service technicians attempt to redirect as much waste water as possible from the cleaning back down the duct system in order to limit the exposure of grease on your roof tops. When complete with the fans and vertical ducts the technicians rinse the roof top work area off to assure that residual accumulation does not occur over time.

Rooftop Grease Containment:

Between services grease from the exhaust fan collects in a drip pan attached under the drain spout of the fan. In high volume applications grease can over flow from the drip pan due to excessive grease accumulation and/or excessive rain causing the grease build in the drip pan to run over onto the roof top. The protein in the grease will start to deteriorate the roof membrane over time if excessive accumulation occurs. If this problem is occurring at your location our crews will document the buildup under deficiencies in the before pictures of the report provided after service. Once you have been made aware of the grease accumulation it is the customer's responsibility to put a roof top grease protection system plan in place. If a system is not put in place Hood Boss will not be held responsible for damages to the roof top due to grease damage. Your accountant manager can walk you through the different options that will work for your facility.

Grease Exhaust Filters:

A standard filter in a kitchen exhaust system is designed to collect 30-40% of the grease accumulation at the entry point of the hood plenum. Due to the amount of grease that the filters collect the filters should be maintained on at least a weekly basis to assure that they do not become a fire hazard between cleanings.

Fan Belt Replacement Program:

Please note that Hood Boss is certified to do the cleanings of the kitchen exhaust system. If you have a mechanical issue with the fans, please contact your normal HVAC Technician. We can help put a fan belt replacement program in place. These programs are typically set up on a semi-annual basis. Please contact your account manager if you would like Hood Boss to set up a fan belt replacement program.

Fan Housing:

Hood Boss does not clean or service any portion of the fan motor housing. This would be a service set up with your HVAC company. The reason we do not service or clean the fan housing is because of the high pressure water and degreaser we use for our services. The fan housing on your fan is designed to prevent water from entering the housing. Opening this portion of the fan during service would expose electrical wiring and bearings to water and corrosive soap, that could potentially cause damage to your system.

Follow Up and Documentation:

Hood Boss will take detailed before pictures of each specific area of your kitchen exhaust cleaning. Upon completion of the job, after pictures will be taken of each of the same areas. The follow day after the cleaning, we will give the location a quality assurance call to confirm with the opening manager on duty that the kitchen

was left in the condition it was found and that all visible areas were left to the standards of the client. You will be provided a link to access the before and after pictures and they will be made available no later than 24 to 48 hours after the cleaning. The before and after pictures link will also document any deficiencies that were found in the system during the cleaning process, and give you the ability to request repairs from the report.

Cancellation and Applicable Charge Fees: It is the customer's responsibility to arrange and/or provide access to all areas that require cleaning at the time of the regularly scheduled service. If another trip is required to clean any of the system due to non-accessibility, then an additional charge of \$150.00 will be added to the cost of the service visit if delayed or canceled.

Terms and Payment: The pricing for the products and/or services is shown above. Prices exclude any applicable sales taxes. If customer is tax exempt, please remit tax exemption certificate with signed copy of service agreement. Upon completion of the work, the customer shall mail payment to: Hood Boss 2511 Merrell Rd. Dallas, TX 75229.

A late fee of \$35 will be charged on all past due invoices over 30 days past issue date. \$35 will be charged per month past due. After 90 days of non payment or communication, debt will be turned over to collections and account will be made inactive. Unpaid debts remove Hood Boss of any liability in the event of a fire. Customer has 10 days to dispute charges on receipt of invoice.

A \$35 fee will be charged for any payment that is returned due to non-sufficient funds.

Agreement Duration: The term of this agreement shall be for one year commencing on the date of execution. Either party may terminate this agreement, with or without cause, upon 30 days prior written notice at any time during the agreement.

By clicking ACCEPT you agree to all terms and conditions set forth in the agreement.

Signed by:

City of Austin

Date



International Kitchen Exhaust Cleaning Association

certifies

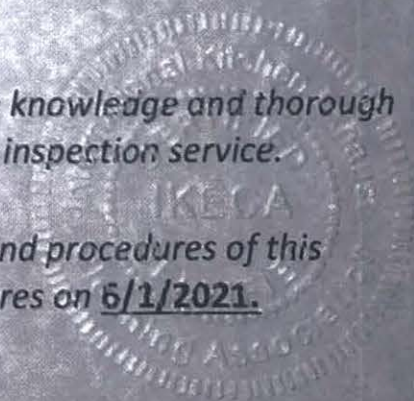
Eric Kimberling

of

Hood Boss

As a Certified Exhaust System Inspector (CESI) who has demonstrated a comprehensive knowledge and thorough understanding of kitchen exhaust systems and components in order to perform inspection service.

*This certification number **10308** is fully recognized by the bylaws and policies and procedures of this professional organization. This certificate is renewable every 2 years and expires on **6/1/2021**.*





Safety Data Sheet

Spartan Chemical Company, Inc.

Revision Date: 02-Jul-2018

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name: FOAMING CAUSTIC CLEANER FP
Product Number: 3179
Recommended Use: Cleaning agent
Uses Advised Against: For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Company, Inc.
1110 Spartan Drive
Maumee, Ohio 43537 USA
800-537-8990 (Business hours)
www.spartanchemical.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information: 888-314-6171
Transportation/Spill/Leak: CHEMTREC 800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Skin Corrosion/Irritation: Category 1 Sub-category A
Serious Eye Damage/Eye Irritation: Category 1
Corrosive to Metals: Category 1

GHS Label Elements

Signal Word:

Danger

Symbols:



Hazard Statements:

Causes severe skin burns and serious eye damage.
May be corrosive to metals.

Precautionary Statements:

Prevention:

Do not breathe mist, vapors or spray.
Wash hands and any exposed skin thoroughly after handling.
Wear protective gloves. Wear eye / face protection. Wear protective clothing.
Keep in original or other corrosion resistant container.

Response:

IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.

-Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

-Skin

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse.

-Inhalation:

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

-Ingestion:

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

-Specific Treatment:

See Safety Data Sheet Section 4: "FIRST AID MEASURES" for additional information.

Spill:

Absorb spillage to prevent material damage.

Storage:

Store locked up. Store in corrosion resistant container.

Disposal:	Dispose of contents and container in accordance with local, state and federal regulations.
Hazards Not Otherwise Classified:	Not Applicable
Other Information:	<ul style="list-style-type: none">• Corrosive.• Harmful or fatal if swallowed.• Harmful contact may not cause immediate pain.• Inhalation of vapors or mist may cause respiratory irritation or damage.• Take off and destroy contaminated shoes.• Keep out of reach of children.• NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Water	7732-18-5	40-70
Sodium Hydroxide	1310-73-2	15-40
sodium glucoheptonate	31138-65-5	1-5

Specific chemical identity and/or exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

-Eye Contact:	Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.
-Skin Contact:	Take off immediately all contaminated clothing and shoes. Rinse with water or shower for at least 15 minutes. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Wash contaminated clothing before reuse. Discard or destroy contaminated shoes.
-Inhalation:	Remove victim to fresh air and keep at rest in a position comfortable for breathing. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN.
-Ingestion:	Rinse mouth. Do NOT induce vomiting. IMMEDIATELY CALL A POISON CENTER OR PHYSICIAN. Never give anything by mouth to an unconscious person.
Note to Physicians:	NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:	Product does not support combustion, Use extinguishing agent suitable for type of surrounding fire
Specific Hazards Arising from the Chemical:	Dried product is capable of burning. Combustion products are toxic.
Hazardous Combustion Products:	May include Carbon monoxide Carbon dioxide and other toxic gases or vapors.
Protective Equipment and Precautions for Firefighters:	Wear MSHA/NIOSH approved self-contained breathing apparatus (SCBA) and full protective gear. Cool fire-exposed containers with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:	Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.
Environmental Precautions:	Do not rinse spill onto the ground, into storm sewers or bodies of water.
Methods for Clean-Up:	Prevent further leakage or spillage if safe to do so. Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13).

7. HANDLING AND STORAGE

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Wash thoroughly after handling.

Storage Conditions: Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.

Suggested Shelf Life: Minimum of 2 years from date of manufacture.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Occupational Exposure Limits:

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
Sodium Hydroxide 1310-73-2	Ceiling: 2 mg/m ³	TWA: 2 mg/m ³ (vacated) Ceiling: 2 mg/m ³	IDLH: 10 mg/m ³ Ceiling: 2 mg/m ³

Engineering Controls: Provide good general ventilation.
If work practices generate dust, fumes, gas, vapors or mists which expose workers to chemicals above the occupational exposure limits, local exhaust ventilation or other engineering controls should be considered.
Eye wash stations and shower facilities should be readily accessible in areas where the product is handled.

Personal Protective Equipment

Eye/Face Protection: Wear splash goggles. For severe use-conditions, wear a face shield over the goggles.

Skin and Body Protection: Wear rubber or other chemical-resistant gloves. Use of impervious apron, boots and other protective equipment should be considered in order to prevent or minimize contact with this product.

Respiratory Protection: Not required with expected use.
If occupational exposure limits are exceeded or respiratory irritation occurs, use of a NIOSH/MSHA approved respirator suitable for the use-conditions and chemicals in Section 3 should be considered.

General Hygiene Considerations: Wash hands and any exposed skin thoroughly after handling.
See 29 CFR 1910.132-138 for further guidance.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Physical State:	Liquid
Color:	Dark brown
Odor:	Pungent
pH:	14.0
Melting Point / Freezing Point:	No information available.
Boiling Point / Boiling Range:	100 °C / 212 °F
Flash Point:	> 100 °C / > 212 °F ASTM D56
Evaporation Rate:	< 1 (BuAc = 1)
Flammability (solid, gas)	No information available.
Upper Flammability Limit:	No information available.
Lower Flammability Limit:	No information available.
Vapor Pressure:	No information available.
Vapor Density:	No information available.
Specific Gravity:	1.345
Solubility(ies):	No information available.
Partition Coefficient:	No information available.
Autoignition Temperature:	No information available.
Decomposition Temperature:	No information available.
Viscosity:	No information available.

10. STABILITY AND REACTIVITY

Reactivity: This material is considered to be non-reactive under normal conditions of use.

Chemical Stability: Stable under normal conditions.

Possibility of Hazardous Reactions: Contact with aluminum or other reactive metals may release hydrogen gas.

Conditions to Avoid: Extremes of temperature and direct sunlight.

Incompatible Materials: Strong oxidizing agents. Strong acids.

Hazardous Decomposition Products: May include carbon monoxide, carbon dioxide (CO₂) and other toxic gases or vapors.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure: Eyes, Skin, Ingestion, Inhalation.
Symptoms of Exposure:
-Eye Contact: Pain, redness, swelling of the conjunctiva and tissue damage. Eye contact may cause permanent damage.
-Skin Contact: Pain, redness, blistering and possible chemical burn.
-Inhalation: Irritation or damage to the mucus membranes of the respiratory tract. Nasal discomfort and coughing.
-Ingestion: Damage or chemical burns to mouth, throat and stomach. Pain, nausea, vomiting and diarrhea.

Immediate, Delayed, Chronic Effects

Product Information: Data not available or insufficient for classification.

Target Organ Effects: -Eyes. Respiratory System. -Skin.

Numerical Measures of Toxicity

The following acute toxicity estimates (ATE) are calculated based on the GHS document.

ATEmix (oral): 1667 mg/kg
 ATEmix (dermal): 4500 mg/kg

Component Acute Toxicity Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	Not Available	Not Available
Sodium Hydroxide 1310-73-2	Not Available	= 1350 mg/kg (Rabbit)	Not Available

Carcinogenicity: No components present at 0.1% or greater are listed as to being carcinogens by ACGIH, IARC, NTP or OSHA.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Chemical Name	Algae/Aquatic Plants	Fish	Toxicity to Microorganisms	Crustacea
Sodium Hydroxide 1310-73-2	Not Available	45.4: 96 h Oncorhynchus mykiss mg/L LC50 static	Not Available	Not Available

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Disposal of Wastes: Dispose of in accordance with federal, state and local regulations.
Contaminated Packaging: Dispose of in accordance with federal, state and local regulations.
US EPA Waste Number: D002

14. TRANSPORT INFORMATION

DOT:
UN/ID No: UN1760
Proper Shipping Name: Corrosive liquids, n.o.s.,(contains sodium hydroxide)
Hazard Class: 8
Packing Group: II

Special Provisions: Shipping descriptions may vary based on mode of transport, quantities, package size, and/or origin and destination. Check with a trained hazardous materials transportation expert for information specific to your situation.

IMDG:

UN/ID No: UN1760
Proper Shipping Name: Corrosive liquids, n.o.s.,(contains sodium hydroxide)
Hazard Class: 8
Packing Group: II

15. REGULATORY INFORMATION**TSCA Status:** (Toxic Substance Control Act Section 8(b) Inventory)

All chemical substances in this product are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

SARA 313

This product does not contain listed substances above the "de minimus" level

SARA 311/312 Hazard Categories

Acute Health Hazard:	Yes
Chronic Health Hazard:	No
Fire Hazard:	No
Sudden release of pressure hazard:	No
Reactive Hazard:	No

California Proposition 65

This product is not subject to warning requirements under California Proposition 65.

16. OTHER INFORMATION

NFPA	Health Hazards: 3	Flammability: 0	Instability: 1	Special: N/A
HMIS	Health Hazards: 3	Flammability: 0	Physical Hazards: 1	

Revision Date: 02-Jul-2018
Reasons for Revision: Section 7

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

X-575 55GL

Version 3.0

Revision Date 07/10/2017

Print Date 01/09/2018

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Material name : X-575 55GL
Material number : 000000000000521685

Manufacturer or supplier's details

Company : Zep Inc.
Address : 1310 Seaboard Industrial Blvd., NW
Atlanta, GA 30318
Telephone : 404-352-1680

Emergency telephone numbers

For SDS Information	: Compliance Services 1-877-428-9937
For a Medical Emergency	: 877-541-2016 Toll Free - All Calls Recorded
For a Transportation Emergency	: CHEMTREC: 800-424-9300 - All Calls Recorded. In the District of Columbia 202-483-7616

Recommended use of the chemical and restrictions on use

Recommended use : Cleaner

SECTION 2. HAZARDS IDENTIFICATION**Emergency Overview**

Appearance	liquid
Colour	colourless, light yellow
Odour	like fruit, solvent-like

GHS Classification

Flammable liquids : Category 3
Eye irritation : Category 2B
Skin sensitisation : Category 1

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H226 Flammable liquid and vapour.
H317 May cause an allergic skin reaction.
H320 Causes eye irritation.

Precautionary statements : **Prevention:**
P210 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P233 Keep container tightly closed.

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P240 Ground/bond container and receiving equipment.
 P241 Use explosion-proof electrical/ ventilating/ lighting/ equipment.
 P242 Use only non-sparking tools.
 P243 Take precautionary measures against static discharge.
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
 P264 Wash skin thoroughly after handling.
 P272 Contaminated work clothing should not be allowed out of the workplace.
 P280 Wear protective gloves/ eye protection/ face protection.
Response:
 P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.
 P337 + P313 If eye irritation persists: Get medical advice/ attention.
 P362 + P364 Take off contaminated clothing and wash it before reuse.
 P370 + P378 In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.
Storage:
 P403 + P235 Store in a well-ventilated place. Keep cool.
Disposal:
 Dispose of contents/container in accordance with local regulation.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

Chemical name	CAS-No.	Concentration [%]
Distillates (petroleum), hydrotreated heavy naphthenic	64742-52-5	>= 30 - < 50
Solvent naphtha (petroleum), medium aliph.	64742-88-7	>= 30 - < 50
(R)-p-mentha-1,8-diene	5989-27-5	>= 5 - < 10
citral	5392-40-5	>= 0.1 - < 1

The exact percentages of disclosed substances are withheld as trade secrets.

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
 Show this safety data sheet to the doctor in attendance.
 Do not leave the victim unattended.

If inhaled : If unconscious place in recovery position and seek medical advice.
 If symptoms persist, call a physician.

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- In case of skin contact : If skin irritation persists, call a physician.
Wash off immediately with plenty of water for at least 15 minutes.
Remove contaminated clothing and shoes.
Wash contaminated clothing before reuse.
- In case of eye contact : Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
DO NOT induce vomiting unless directed to do so by a physician or poison control center.
If swallowed, call a poison control centre or doctor immediately.
- Most important symptoms and effects, both acute and delayed : Effects are immediate and delayed.
Symptoms may include irritation, redness, pain, and rash.
May cause an allergic skin reaction.
Causes eye irritation.
Review section 2 of SDS to see all potential hazards.
- Notes to physician : Treat symptomatically. Symptoms may be delayed.

SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Alcohol-resistant foam
Carbon dioxide (CO₂)
Dry chemical
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : Carbon dioxide (CO₂)
Carbon monoxide
Smoke
- Specific extinguishing methods : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
For safety reasons in case of fire, cans should be stored separately in closed containments.
Use a water spray to cool fully closed containers.

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Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Remove all sources of ignition.
Evacuate personnel to safe areas.
Beware of vapours accumulating to form explosive concentrations. Vapours can accumulate in low areas.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Avoid formation of aerosol.
Do not breathe vapours or spray mist.
Avoid exposure - obtain special instructions before use.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Take precautionary measures against static discharges.
Provide sufficient air exchange and/or exhaust in work rooms.
Open drum carefully as content may be under pressure.
Dispose of rinse water in accordance with local and national regulations.
Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.

Conditions for safe storage : No smoking.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : Keep away from oxidizing agents and strongly acid or alkaline materials.

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SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Components with workplace control parameters**

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Distillates (petroleum), hydrotreated heavy naphthenic	64742-52-5	TWA (Mist)	5 mg/m3	OSHA Z-1
		TWA (Inhalable fraction)	5 mg/m3	ACGIH
citral	5392-40-5	TWA (Inhalable fraction and vapor)	5 ppm	ACGIH

Engineering measures : effective ventilation in all processing areas

Personal protective equipment

Respiratory protection : Use respiratory protection unless adequate local exhaust ventilation is provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.

Hand protection**Material**

: Protective gloves

Remarks

: The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection: Ensure that eyewash stations and safety showers are close to the workstation location.
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.**Skin and body protection**: Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.**Hygiene measures**: When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance : liquid

Colour : colourless, light yellow

Odour : like fruit, solvent-like

Odour Threshold : No data available

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Version 3.0

Revision Date 07/10/2017

Print Date 01/09/2018

pH	: Not applicable
Melting point/freezing point	: No data available
Boiling point	: not determined
Flash point	: 45.5 °C Method: TCC
Evaporation rate	: < 1
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Density	: 0.827 g/cm3
Bulk density	: No data available
Solubility(ies)	
Water solubility	: insoluble
Solubility in other solvents	: insoluble
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: not determined
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: 6.3 mm2/s (20 °C)

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Stable
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Heat, flames and sparks.
Incompatible materials	: Oxidizing agents Acids
Hazardous decomposition products	: Carbon oxides

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SECTION 11. TOXICOLOGICAL INFORMATION**Potential Health Effects**

Aggravated Medical Condition : None known.
Symptoms of Overexposure : Effects are immediate and delayed.
Symptoms may include irritation, redness, pain, and rash.

Carcinogenicity:

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
ACGIH No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.
OSHA No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.
NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Acute toxicity**Product:**

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Components:**Distillates (petroleum), hydrotreated heavy naphthenic:**

Acute oral toxicity : LD50 Rat: > 5,000 mg/kg

Acute inhalation toxicity : LC50 Rat: > 5 mg/l
Exposure time: 4 h

Acute dermal toxicity : LD50 Rabbit: > 5,000 mg/kg

(R)-p-mentha-1,8-diene:

Acute oral toxicity : LD50 Oral Rat: 4,400 mg/kg

Acute dermal toxicity : LD50 Dermal Rabbit: > 5,000 mg/kg

Skin corrosion/irritation**Product:**

Remarks: May irritate skin.

Serious eye damage/eye irritation

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Product:

Remarks: Irritating to eyes.

Respiratory or skin sensitisation**Product:**

Remarks: Causes sensitisation.

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

STOT - single exposure

No data available

STOT - repeated exposure

No data available

Aspiration toxicity

No data available

Further information**Product:**

Remarks: Solvents may degrease the skin.

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential**Product:**

Partition coefficient: n-octanol/water : Remarks: No data available

Components:**citral :**

Partition coefficient: n-octanol/water : Pow: 2.76

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Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: No data available

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues

: The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Dispose of in accordance with local regulations.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.
Do not burn, or use a cutting torch on, the empty drum.**SECTION 14. TRANSPORT INFORMATION**Transportation Regulation: 49 CFR (USA):
NOT REGULATED AS DANGEROUS GOODS OR HAZARDOUS MATERIALTransportation Regulation: IMDG (Vessel):
UN1993, FLAMMABLE LIQUID, N.O.S., (ALIPHATIC PETROLEUM NAPHTHA), 3, IIITransportation Regulation: IATA (Cargo Air):
UN1993, Flammable liquid, n.o.s., (ALIPHATIC PETROLEUM NAPHTHA), 3, IIITransportation Regulation: IATA (Passenger Air):
This material is not classified.Transportation Regulation: TDG (Canada):
NOT REGULATED AS DANGEROUS GOODS OR HAZARDOUS MATERIAL

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The product as delivered to the customer conforms to packaging requirements for shipment by road under US Department of Transportation (DOT) regulations. Additional transportation classifications noted above are for reference only, and not a certification or warranty of the suitability of the packaging for shipment under these alternative transport regulations.

SECTION 15. REGULATORY INFORMATION

TSCA list : No substances are subject to a Significant New Use Rule.
No substances are subject to TSCA 12(b) export notification requirements.

EPCRA - Emergency Planning and Community Right-to-Know Act**CERCLA Reportable Quantity**

This material does not contain any components with a CERCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Fire Hazard
Acute Health Hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop 65 This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA On TSCA Inventory
DSL All components of this product are on the Canadian DSL

For information on the country notification status for other regions please contact the manufacturer's regulatory group.

Inventory Acronym and Validity Area Legend:

TSCA (USA), DSL (Canada), NDSL (Canada)

SECTION 16. OTHER INFORMATION

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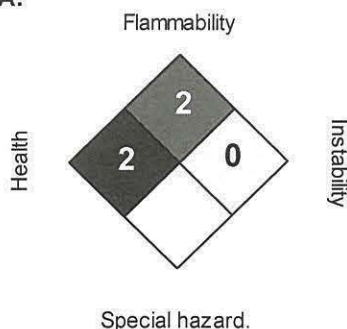
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Further information

NFPA:



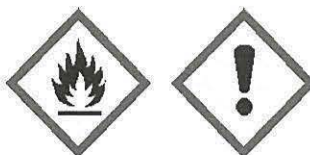
HMIS III:

HEALTH	2
FLAMMABILITY	2
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
 2 = Moderate, 3 = High
 4 = Extreme, * = Chronic

OSHA - GHS Label Information:

Hazard pictograms



Signal word

: **Warning:**

Hazard statements

: Flammable liquid and vapour. May cause an allergic skin reaction. Causes eye irritation.

Precautionary statements

Prevention: Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ ventilating/ lighting/ equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray. Wash skin thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves/ eye protection/ face protection.

Response: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If skin irritation or rash occurs: Get medical advice/ attention. If eye irritation persists: Get medical advice/ attention. Take off contaminated clothing and wash it before reuse. In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.

Storage: Store in a well-ventilated place. Keep cool.

Disposal: Dispose of contents/container in accordance with local regulation.

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We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. Users should make their own investigations to determine the suitability and applicability of the information for their particular purposes. This SDS has been prepared by the Compliance Services organization supporting this manufacturer, supplier or distributor.

Zep Inc. markets products under well recognized and established brand names such as Zep®, Zep Commercial®, Zep Professional®, Enforcer®, National Chemical™, Selig™, Misty®, Next

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Dimension™, Petro®, i-Chem®, TimeMist®, TimeWick™, MicrobeMax®, Country Vet®, Konk®, Original Bike Spirits®, Blue Coral®, Black Magic®, Rain-X®, Niagara National™, FC Forward Chemicals®, Rexodan®, Mykal™, and a number of private labeled brands.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-528587

Date Filed:
08/13/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Boss Systems LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

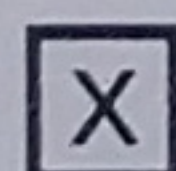
City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation No: IFB 8200 SSC1
Vent Hood Cleaning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Eric Kimberling, and my date of birth is 10/13/77.

My address is 1105 Fire Cracker Dr, Buda, TX, 78610, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of TX, on the 14 day of Aug, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sydney Ceder/ 512-974-2225	PM Name/Phone	Various
Sponsor/User Dept.	Various	Sponsor Name/Phone	Sydney Ceder/ 512-974-2225
Solicitation No	IFB 8200 SSC1005	Project Name	Kitchen Hood Cleaning Services
Contract Amount	\$80,000/year	Ad Date (if applicable)	4/15/2019
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Kitchen Hood Cleaning Services for various City departments			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous contract is NA120000161. No goals were assigned.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96221 (100%)			
Sydney Ceder		4/3/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

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

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 8 MBEs and 1 WBE available for this project.

Subcontracting Opportunities Identified

There are no subcontracting opportunities identified.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date 4/4/19

SMBR Director or Designee

[Signature]

Date 4/5/19

Returned to/ Date: