City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

October 15, 2019

Josh Miller
Miller Imaging & Digital Solutions, Inc.
1000 East 7th Street
Austin, TX 78702

Mr. Miller:

The Austin City Council approved the execution of a contract with your company for blueline printing, duplication and scanning services in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Virginia Soto-Reynolds
Department Contact Email Address	Virginia.soto-reynolds@austintexas.gov
Department Contact Telephone	512-972-0337

Responsible Department:	Austin Convention Center Department Palmer Events Center
Department Contact Person:	Justin Ferrill
Department Contact Email Address	Justin.Ferrill@austintexas.gov
Department Contact Telephone	(512) 404-4069

Responsible Department:	Capitol Contracting Office
Department Contact Person:	Judit Bodor
Department Contact Email Address	Judit.Bodor@austintexas.gov
Department Contact Telephone	(512) 974-7120

Responsible Department:	Public Works Transportation
Department Contact Person:	Peggy Ybanez
Department Contact Email Address	Peggy.Ybanez@austintexas.gov
Department Contact Telephone	(512) 974-7238

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Reynaldo Hernandez Jr, PLA
Department Contact Email Address	Reynaldo.Hernandez@austintexas.gov
Department Contact Telephone	512-974-9464

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

Project Name:	Blueline Printing, Duplication and Scanning Services
Contractor Name:	Miller Imaging & Digital Solutions, Inc.
Contract Number:	MA 7400 NA190000185
Contract Period:	Initial term of thirty-six (36) months: October 8, 2019 through October 7, 2022
Dollar Amount	Initial term: $330,000.00 Option 1: $110,000.00 Option 2: $110,000.00
Extension Options:	Option 1: October 8, 2022 through October 7, 2023 Option 2: October 8, 2023 through October 7, 2024
Requisition Number:	RQM 18011900210
Solicitation Type & Number:	IFB 7400-DCM1010
Agenda Item Number:	14
Council Approval Date:	10/3/2019

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,

Diana C McIntosh

Diana C. McIntosh
Procurement Specialist II
City of Austin
Purchasing Office

cc: Judit Bodor, Capitol Contracting Office
Peggy Ybanez, Public Works Transportation
Justin Ferrill, Austin Convention Center Department
Reynaldo Hernandez, Parks and Recreation Department
Virginia Soto-Reynolds, Austin Water

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
MILLER IMAGING & DIGITAL SOLUTIONS, INC. ("Contractor")
for
BLUELINE PRINTING, DUPLICATION AND SCANNING SERVICES
MA 7400 NA190000185

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Miller Imaging & Digital Solutions, Inc., having offices at 1000 East 7th Street, Austin, TX 78702, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7400-DCM1010.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, IFB 7400-DCM1010, Blueline Printing, Duplication and Scanning Services, including all documents incorporated by reference

1.1.3 Miller Imaging & Digital Solutions, Inc., Offer, dated June 20, 2019, including subsequent clarifications

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

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract**

1.3.1 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a thirty-six (36) month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $330,000 for the initial Contract term and $110,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

1.6.1 N/A

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

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

MILLER IMAGING & DIGITAL SOLUTIONS, INC.	**CITY OF AUSTIN**
Josh Miller	Linell Goodin-Brown
Printed Name of Authorized Person	Printed Name of Authorized Person
	Linell Goodin-Brown
Signature	Signature
Director of Operations	Contract Management Supervisor II
Title:	Title:
07/29/2019	10-8-19
Date:	Date:

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: 7400-DCM1010

DATE ISSUED: May 13, 2019

REQUISITION NO.: 18011900210

COMMODITY CODE: 96214

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

Primary Contact Diana McIntosh Procurement Specialist II Phone: (512) 974-2034
E-Mail: Diana.McIntosh@austintexas.gov

Seoncdary Contact Claudia Rodriquez Procurement Specialist IV Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriquez@austin.texas.gov

COMMODITY/SERVICE DESCRIPTION: Blueline Printing and Duplication Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: May 30, 2019 at 2:00 p.m.

BID OPENING TIME AND DATE: May 30, 2019 at 3:00 p.m.

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # 7400-	Purchasing Office-Response Enclosed for Solicitation # 7400-DCM1010
P.O. Box 1088	124 W 8th 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	11
0500	SCOPE OF WORK	5
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: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

ACCEPTANCE:

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

CITY OF AUSTIN

Awarded this _____day of _____, 20__

_____
Signature

_____
Printed Name and Title of Authorized Person

_____
Date

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS

1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

2. **EQUAL OPPORTUNITY:**

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

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

3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.

4. **SOLICITATION:**

   A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

   B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.

5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.

7. **PREPARATION OF OFFERS:**

   A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.

   B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.

   C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.

   D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.

   E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.

   F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.

   G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.

   H. **Payment:** Payment terms shall be net 30 days.

   I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

   J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

   K. **Proprietary Information:**

      i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
      ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
      iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.

iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.

L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.

M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.

N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, amended December 6, 2011, prohibits lobbying activities or representations by Offerors between the date that the Solicitation is issued and the date a Contract is executed.

i. Definitions

(1) **Agent:** a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.

(2) **Authorized Contact Person:** the person identified in a City Solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.

(3) **City Employee:** a person employed by the City.

(4) **City Official:** the mayor, members of the City Council, municipal court judges (including substitute judges), city manager, assistant city managers, city clerk, deputy city clerk, city attorney, deputy city attorney, all department heads or deputy department heads, whether such person is salaried, hired or elected, and all other persons holding positions designated by the City Charter. City official, unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all City commissions, committees, boards, task forces, or other City bodies unless specifically exempted from this chapter by the city council.

(5) **Director:** the director of a department to which the Purchasing Officer has delegated authority for enforcing this Chapter.

(6) **No-Contact Period:** the period of time from the date of issuance of the Solicitation until a Contract is executed. If the City withdraws the Solicitation or rejects all Responses with the stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

(7) **Response:** a complete signed offer to a Solicitation.

(8) **Respondent:** a person submitting an offer to a City solicitation including a bidder, a quoter, responder, offeror, or a proposer. The term "respondent" also includes:

(a) an owner, board member officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;

(b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and

(c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.

(9) **Representation:** a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:

(a) provide information about a Response;
(b) advance the interests of the Respondent;
(c) discredit the Response of any other Respondent;
(d) encourage the City to withdraw the Solicitation;

(e) encourage the City to reject all of the Responses;
(f) convey a complaint about a particular Solicitation; or
(g) directly or indirectly ask, influence, or persuade any City Official, City Employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the Solicitation.

(10) **Solicitation:** an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).

ii. Restrictions on Contacts:

(1) During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.

(2) During the no-contact period, a Respondent may not make a representation to a City Official or to a City Employee other than to the Authorized Contact Person This prohibition also applies to a vendor that communicates and then becomes a Respondent.

(3) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a City Official or a City Employee other than the Authorized Contact Person.

(4) If the City withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.

(5) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or Solicitation is cancelled.

(6) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.

(7) The Purchasing Officer may allow Respondents to make representations to City Employees or City Representatives in addition to the Authorized Contact Person for a Solicitation that the Purchasing Officer finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Purchasing Officer's finding and additional City Employees or City representatives who may be contacted must be included in the Solicitation documents.

(8) Representations to an independent contractor hired by the City to conduct or assist with a Solicitation will be treated as representations to a City Employee.

(9) A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Purchasing Officer.

(10) A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Council Members on the Respondent's behalf. The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.

iii. Allowed Representation:

(1) If City seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the particular Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.

(2) If Respondent wishes to send a complaint to the City, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the City Council or members

of the City board, to the Director of the department that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Purchasing Officer shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the Purchasing Officer's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Council under this subsection.

(3) If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.

(4) If a Respondent does not receive a response from the Authorized Contact Person, the Respondent may contact the Purchasing Officer.

(5) A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a City Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a City Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Council member, a Council members' aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

(6) This Article allows representations:
- (a) made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;
- (b) required by Financial Services Department protest procedures for vendors;
- (c) made at a Financial Services Department protest hearing;
- (d) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 A-D (the Minority-Owned and Women-Owned Business Enterprise Procurement Program);
- (e) made to the City Risk Management coordinator about insurance requirements for a Solicitation;
- (f) made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or
- (g) made from a Respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules or Professional Conduct.

(7) Nothing in this article prohibits communication regarding the Solicitation between or among City Officials or City Employees acting in their official capacity.

(8) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.

iv. **Contract Voidable:** If a contract is awarded to a Respondent who has violated these AntiLobbying & Procurement provisions, the contract is voidable by the City.

v. **Debarment:**

(1) If a Respondent has been disqualified under these provisions more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

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

A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION). Failure to submit the documents may be grounds to reject the Offer:**

i. Cover Page, Offer Sheet signed by an authorized representative; ii. Section 0600, Bid/Quote Sheet or Offer, as applicable; iii. Section 0605, Local Business Presence Identification, if applicable;
iv. Section 0700, Reference Sheet, as applicable ;
v. Sections 0835 – Non-Resident Bidder Provisions;
vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
vii. Section 0900, MBE/WBE Procurement Program Package;
viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

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

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

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

i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	**Address for Fedex, UPS, Hand Delivery or Courier Service**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.

C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.

D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.

F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

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

A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.

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

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

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

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

A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.

B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at

the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.

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

(1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.

(2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

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

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

13. **EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:**

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

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

A. specify approximate quantities in the Solicitation;
B. extend the Solicitation closing date and time;

C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
E. add additional terms or modify existing terms in the Solicitation;
F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;
H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
I. reject an Offer that contains fraudulent information;
J. reject an Offer that has material omissions;
K. reject or cancel any or all Offers;
L. reissue a Solicitation;
M. procure any item by other means;
N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
O. reject an Offer because of unbalanced unit prices;

15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.

16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.

17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.

B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
iii. You must submit your protest in writing and must include the following information:
    (1) your name, address, telephone, and fax number;
    (2) the solicitation number and the CIP number, if applicable;
    (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
iv. Your protest must be concise and presented logically and factually to help with the City's review.

v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

vii. A decision will usually be made within fifteen (15) calendar days after the hearing.

viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.

ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:

(1) the City urgently requires the supplies or services to be purchased, or

(2) failure to make an award promptly will unduly delay delivery or performance.

In those instances, the City will notify you and make every effort to resolve your protest before the award.

18. INTERESTED PARTIES DISCLOSURE

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

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

19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:

A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.

B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also “Insurance” in Section 0400, Supplement Purchase Provisions, of the Solicitation).

C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk

no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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.

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

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.

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.

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

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.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. 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

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.

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.

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:

Holiday	Date Observed
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

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.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. **PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

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

A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2270.001.

B. If the **Principal Artist** qualifies as a “company”, then the **Principal Artist** verifies that he:
i. does not “boycott Israel”; and
ii. will not “boycott Israel” during the term of this **Contract**.

C. The **Principal Artist’s** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference Section 0200 Solicitation Instructions Standard Purchase Terms and Conditions, paragraph 5 in)

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

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

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

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

      OR

      PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Form WC420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(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 thirty-six (36) 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:**

A. Delivery Addresses:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Address	505 Barton Springs Rd. Suite 900
City, State Zip Code	Austin, Tx 78704

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	505 Barton Springs Road, Suite 1045B
City, State Zip Code	Austin TX 78704

B. The City Reserves the right to add additional Locations which will be provided on City of Austin Delivery Order (DO).

C. Delivery is to be made within twenty-four (24) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Standard Purchase Terms and Conditions Section 0300).

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

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

Invoices shall be mailed to the below address:

City of Austin	
Department	Public Works Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
OR Via Email To:	PWD AccountsPayable@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office: Invoice Payment
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	PO Box 1088
City, State Zip Code	Austin TX 78768

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. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. **SAMPLES – EXACT REPLICA:**

A. If requested, the Offeror shall submit an exact replica of the goods to be provided per scope of work. This sample shall be provided within two (2) working days after request by the City.

B. Send samples to the City at the following address:

City of Austin	
Department	Public Works
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Attn:	Peggy Ybanez

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

E. Samples will be evaluated or tested as follows:

1. Product Quality
2. Product Presentation

9. **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.

10. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/ .**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

11. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. **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 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.

13. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to a City of Austin 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 a City of Austin Department buildings 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 a City of Austin 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.

15. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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:**

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU3231--3231	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Printing and Related Support Activities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 0600 Bid Schedule	

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

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

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

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

16. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

CITY OF AUSTIN
SCOPE OF WORK
FOR
BLUELINE PRINTING, DUPLICATION AND SCANNING SERVICES
INVITATION FOR BID (IFB) 6200-DCM1010
Revised May 30, 2019 V2

1.0 PURPOSE

The City of Austin (City) seeks to establish a Contract with a qualified Contractor to supply Blueline Printing, Duplication and Scanning Services to include but not necessarily limited to, printed materials, full color and black and white, project manuals, specifications and drawings for Public Works, Capital Contracting Office, Austin Convention Center Department, and Parks and Recreation Department.

The City reserves the right to award a contract for Blueline Printing, Duplication and Scanning Services; 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.

The City reserves the right to add additional City departments to utilize this contract. All services shall be rendered at the location specified at the time of order. It is the City's preference to award a single contract for Blueline Printing, Duplication and Scanning Services, however, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing.

2.0 CONTRACTOR QUALIFICATIONS

The Contractor shall:

2.1 Have a minimum of three (3) years' experience in Blueline Printing, Duplication and Scanning Services.

2.1.1 Submit proof of experience which shall include a narrative, resumes, and references during the previous three (3) year period which clearly demonstrates experience similar in size and scope as required to support the City's needs, with their bid package. The Contractor shall submit valid references that shall confirm the experience requirement on the Section 0700-References document.

2.2 Not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to, contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

2.3 Have and maintain an office and service facility within 25 miles from the Texas State Capital. If the Contractor uses other office locations for off-site Blueline Printing, Duplication and Scanning Services, the Contractor shall submit with their bid package, a complete list of the office locations (including addresses) that they will utilize to complete Blueline Printing, Duplication and Scanning Services with their bid package.

2.4 Have experience with protection and conversion of confidential and security sensitive information.

3.0 CONTRACTOR REQUIREMENTS

The Contractor shall:

3.1 Provide all labor, supervision, travel, equipment, tools, materials, and supplies, necessary to fully perform all services in accordance with the scope of work, and terms, and conditions set forth herein.

3.2 Protect and keep City documents confidential (reference Section 0300 Standard Purchase Terms and Conditions, Paragraph 37.)

3.3 Keep scanned files electronically for at least six (6) months following each production of materials. Contractor shall destroy all copies (including any back-up material) of City document and drawings at an agreed upon time by the Contractor and Contract Manager or Department designee. Contractor will provide Contract Manager or Department designee with a signed Certificate of Destruction.

3.4 Provide a projected schedule for services ordered to the Contract Manager or Department designee.

3.5 Coordinate work with the Contract Manager or Department designee. Progress reports on any project shall be provided to the Contract Manager or Department designee upon request.

3.6 Ensure that all work that does not meet the Contract Manager or Department designee approval shall be corrected within six (6) hours, at no expense to the City.

3.7 Not perform any work outside of the scope of work. Any work outside of the scope of work must be approved, in writing, by the Contract Manager or Department designee.

3.8 Perform all steps reasonably necessary to protect City property and persons from harm.

3.9 Be responsible for all damages to City equipment or property as a direct result of Contractor's equipment, employees, or subcontractor's actions.

3.9.1 If damage occurs, Contractor shall notify the Contract Manager or Department designee immediately. 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

4.0 BLUELINE PRINTING, DUPLICATION AND SCANNING SERVICES

Contractor shall:

4.1 Provide full blueline printing, duplication and scanning services to include but not limited to:

- 4.1.1 Blackline/Blueline Prints;
- 4.1.2 Black/White Printing;
- 4.1.3 Color Copies;
- 4.1.4 Mylar Reproducible;
- 4.1.5 Reductions;
- 4.1.6 Double sided copies;
- 4.1.7 Single sided copies;
- 4.1.8 Comb Binders;
- 4.1.9 Screw Pot Binders;
- 4.1.10 Card Stock Covers;
- 4.1.11 Black/White Scanning to CD's, and/or USB Flash Drives;
- 4.1.12 Color Scanning to CD's and/or USB Flash Drives;
- 4.1.13 CD Duplication;
- 4.1.14 USB Flash Drive Duplication; and
- 4.1.15 White Locking Round Ring View Binders.

5.0 SCANNER SERVICES

The Contractor shall:

5.1 Perform all handling and scanning labor, including removing items from storage containers and bindings, preparing items for scanning, performing scan process and associated record keeping and replacing the items into the containers and binders from which they were removed.

5.2 Scan all documents onsite or offsite as agreed upon by the Contract Manager or Department designee.

5.3 Provide 300 dpi or higher for those documents where it is required to meet the quality requirements. Exceptions shall be submitted in writing and approved by the Contract Manager or Department designee prior to start of work.

5.4 Convert black and white, gray scale, reverse images and negative images.

5.5 Re-work of unacceptable images.

5.6 Ensure Backside bleed through images are unacceptable and should be deleted.

5.7 Deliver TIFFs/PDFs/JPEGS along with a text file.

5.8 Scan in either black and white or color depending on the original documents.

5.9 Perform a consistency check of all images, including image clarity, orientation and accuracy. The scan and QC processes will produce high quality results without compromising the integrity of the document or its content.

5.10 Ensure that documents are not placed on a scanner that automatically crops the edges.

5.11 Ensure that all page content is legible in the scanned image.

5.12 Prepare the documents for scanning by removing staples and other binding, inspecting and repairing pages as needed.

5.13 Ensure images do not overlap, show folded documents or contain excessive blank pages.

5.14 Ensure all documents received by the City of Austin are considered confidential and must maintain this confidentiality during all phases of the scanning process.

5.15 Capture metadata for all scanned documents. The City reserves the right to specify the correct metadata to be captured and the format in which the metadata is presented.

6.0 IMAGES

The Contractor shall:

6.1 Capture both front and back of documents where needed.

6.2 Ensure images are oriented correctly for viewing.

6.3 Ensure text is readable up to the edge of the document.

6.4 Create images in a non-proprietary, industry-standard format of TIFF (most current version), and Adobe pdf (most current version) format with full-text searchable attributes.

6.5 Perform image clean-up: the scanned documents should be de-skewed, de-speckled, blank pages and black borders removed, hole punch images removed, and background color drop out (where possible).

6.6 Ensure color images are be viewable quality so that detail in the image is captured.

6.7 Offer suggestions Contract Manager or Department designee on how best to scan color photos to maintain the quality and detail of an image while striving to reduce size of the electronic image.

6.8 Verify all electronic images for content completeness and image quality. Any document image found unacceptable by the Contract Manager or Department designee shall be reimaged at the vendor's expense. Electronic PDF image files will be transferred to Contract Manager or Department designee at intervals in a method and format as determined by the Contract Manager or Department designee

7.0 OFF-SITE SCANNING

The Contractor shall:

7.1 Obtain approval from the Contract Manager or Department designee of all off-site scanning. The Contractor shall assume all liabilities for loss while the materials are in transit and until the City acknowledges the receipt of all materials shipped. The Contractor shall assume the responsibility for any repair or replacement cost for any damages to or loss of any documents or drawings.

7.2 Retrieve specified large-format documents from the Contract Manager or Department designee and box the documentation appropriately for transport without damage. The Contractor shall use a licensed bonded courier service or company provided transport service.

7.3 Acknowledge receipt of materials via email within four (4) hours of delivery. Any discrepancies on the packing list, the condition of the originals, or the accompanying instructions shall be identified and noted on the acknowledgement communication to the Contract Manager or Department designee. At a minimum, the receipt shall indicate the Delivery Order Number, the quantity, types of documents, any discrepancies and the receive date of the documents.

7.4 Return the documents to the Contract Manager or Department designee in the same condition, same bindings, and same containers that they were in at the time of pick-up, or as agreed upon, in writing, by the Contract Manager or Department designee. The Contractor shall prepare all materials for transport to the City in a manner that protects them from damage in transit. The Contractor shall use a licensed bond courier service or company provided transport services.

7.5 Return original documents when requested by the Contract Manager or Department designee during regular business hours (Monday – Friday 8:00 am – 6:00 pm) within four (4) hours of the request.

7.6 Submit any changes to the approved office locations for off-site Blueline Printing, Duplication and Scanning Services, to the Contract Manager or Department Designee for approval, prior to utilizing those facilities.

8.0 SCANNING SOFTWARE REQUIREMENTS

Then Contractor shall:

8.1 Provide scanning software with the following functionality:

8.1.1 Color and brightness/contrast settings;

8.1.2 Optical Character Recognition (OCR) to read text;

8.1.3 Variety of file extension options (PDF, JPEG, TIFF, etc.);

8.1.4 Ensure that all files can be opened and edited at all times. If there are any issues, the Contractor shall immediately work with the Contract Manager or Department designee to resolve the issue.

8.2 The Contractor shall provide all scanned documents in formats accessible using common computer software. The Contractor shall continuously work with the Contract Manager or Department designee to resolve any document accessibility issues.

9.0 WORK SCHEDULE

The Contractor shall:

9.1 Provide services within regular business hours which is defined as Monday through Friday between the hours of 7:45 a.m. and 4:45 p.m., except on holidays observed by the City.

9.2 Obtain written approval from Contract Manager or Department designee, if the Contractor is unable to provide these services during designated regular hours.

10.0 APPLICABLE LAWS AND REGULATIONS

The Contractor shall:

10.1 Comply with all laws, ordinances, specifications, and rules and regulations established by the City of Austin, State of Texas, and any other applicable federal state, or local governmental provision prevailing during the term of this agreement.

10.2 Services shall be in accordance with standards set by:

10.2.1 The American National Standards Institute (ANSI);

10.2.2 The National Archives and Records Administration (NARA);

10.2.3 Association for Information and Image Management (AIIM);

10.2.4 Texas Local Government Code Electronic Records Standards and Procedures (Local Government Bulletin B)

10.2.5 American National Standard for Information and Image Management – Recommended Practice for Quality Control of Image Scanners [ANSI/AIMM MS44-1988]

11.0 PERSONNEL

The Contractor shall:

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

11.2 Provide staff/personnel qualified by training and experience to perform the Blueline Printing, Duplication and Scanning Services required by this IFB.

11.3 Ensure personnel are neat and conduct all work in a professional manner.

11.4 Ensure Contractor personnel are uniformed and badged to identify themselves as Contractor employees while on City properties.

12.0 CITY REQUIREMENTS

The City:

12.1 Reserves the right to reject and return to the Contractor, any unacceptable or damaged products. The Contractor will be required to provide quality replacements for all rejections or returns and no additional cost to the City.

12.2 Reserves the right to request a six (6) hour turnaround time on some jobs. The Contractor shall propose a fee (inclusive of a delivery charge) on Section 0600-Bid Schedule.

12.3 Will work with the Contractor to establish a schedule acceptable to both parties for the delivery of production materials.

12.4 Reserves the right to add or delete locations at any time. Contractor shall not charge for the addition or deletion of departments added to the contract.

12.5 Reserves to the right to request that the Contractor perform one-time services at departments that are not on the contract.

12.6 Does not guarantee any blueline printing and duplication quantities and reserves the right to adjust quantities as required during the course of the contract. Unit prices provided on the Section 600-Bid Sheet shall remain valid for the term of the contract regardless of quantity adjustments.

12.7 Reserves the right to dismiss any Contractor employees whose conduct is improper, inappropriate, or offensive, and such employees shall not return on City property without the written consent of the Contract Manager or Department designee.

12.8 Reserves the right to accept or reject the services and deliverables after delivery. The City's failure to inspect and accept or reject the services and deliverables shall not relieve the Contractor from responsibility, nor impose liability on the City for nonconforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with the contract requirements.

13.0 SUSTAINABILITY

13.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

13.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.

13.1.2 Minimize environmental impacts such as water and air pollution during usage.

13.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment.

13.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content.

13.1.5 Reduce environmental impacts in the production and distribution systems.

13.1.6 Support worker health, safety, and fair wages.

13.1.7 Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

13.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

14.0 SECURITY AND CONFIDENTIALITY

The Contractor shall provide with their bid package their current Security and Confidentiality procedures.

Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the IFB shall belong exclusively to the City. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court.

The City is the sole owner of all documents, drawings and their content. The Contractor shall not retain or distribute any documents, drawing, content, or image at any time during or after the contract except for the whole purpose outlined in this IFB. The Contractor shall consider all documents, drawings, and their content as confidential or security sensitive whether marked or not. The Contractor shall not disclose information contained in the documents, drawings and their content. Contractor shall avoid damaging, mishandling or losing documents.

15.0 **OMISSIONS**

15.1 It is the intention of this IFB to acquire the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's proposal sheet.

18. **CONTRACT MANAGERS:** 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:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Phone:	512-974-7238
E-mail:	Peggy.Ybanez@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Reynaldo Hernandez Jr, PLA
Phone:	512-974-9464
E-mail:	Reynaldo.Hernandez@austintexas.gov

City of Austin	
Department	Capital Contracting Office
Attn:	Gabriel Stan
Phone:	(512) 974-7151
E-Mail	Gabriel.Stan@austintexas.gov

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (____)_____ Fax Number (____)_____

   Email Address _____

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

Section 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

(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: _____

Printed Name: _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

   (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-C onsulting ("Sub contr actor") Utilization

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	☐ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ 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.

_____ _____

Name and Title of Authorized Representative (Print or Type) Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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.

☐ **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.

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION SERVICES

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

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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**
		☐ Phone **OR** ☐ 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

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: 7400-DCM1010

DATE ISSUED: May 13, 2019

REQUISITION NO.: 18011900210

COMMODITY CODE: 96214

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

Primary Contact Diana McIntosh Procurement Specialist II Phone: (512) 974-2034
E-Mail: Diana.McIntosh@austintexas.gov

Seoncdary Contact Claudia Rodriquez Procurement Specialist IV Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriquez@austin.texas.gov

COMMODITY/SERVICE DESCRIPTION: Blueline Printing and Duplication Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: May 30, 2019 at 2:00 p.m.

BID OPENING TIME AND DATE: May 30, 2019 at 3:00 p.m.

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # 7400-	Purchasing Office-Response Enclosed for Solicitation # 7400-DCM1010
P.O. Box 1088	124 W 8th 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	11
0500	SCOPE OF WORK	5
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: Miller Imaging & Digital Solutions, Inc.

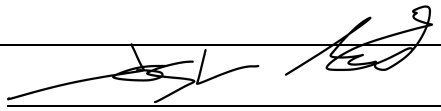
Company Address: 1000 East 7th Street

City, State, Zip: Austin, TX 78702

Vendor Registration No. MIL3227500

Printed Name of Officer or Authorized Representative: Josh Miller

Title: Director of Operations

Signature of Officer or Authorized Representative: 

Date: 6/20/19

Email Address: Josh.Miller@MillerIDS.com

Phone Number: 512-478-8793

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

ACCEPTANCE:

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

CITY OF AUSTIN

Awarded this _____day of _____, 20__

_____
Signature

_____
Printed Name and Title of Authorized Person

_____
Date

CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference Section 0200 Solicitation Instructions Standard Purchase Terms and Conditions, paragraph 5 in)

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

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

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

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

      OR

      PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Form WC420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(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 thirty-six (36) 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:**

A. Delivery Addresses:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Address	505 Barton Springs Rd. Suite 900
City, State Zip Code	Austin, Tx 78704

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	505 Barton Springs Road, Suite 1045B
City, State Zip Code	Austin TX 78704

B. The City Reserves the right to add additional Locations which will be provided on City of Austin Delivery Order (DO).

C. Delivery is to be made within twenty-four (24) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Standard Purchase Terms and Conditions Section 0300).

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

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

Invoices shall be mailed to the below address:

City of Austin	
Department	Public Works Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
OR Via Email To:	PWD AccountsPayable@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office: Invoice Payment
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	PO Box 1088
City, State Zip Code	Austin TX 78768

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. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. **SAMPLES – EXACT REPLICA:**

A. If requested, the Offeror shall submit an exact replica of the goods to be provided per scope of work. This sample shall be provided within two (2) working days after request by the City.

B. Send samples to the City at the following address:

City of Austin	
Department	Public Works
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Attn:	Peggy Ybanez

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

E. Samples will be evaluated or tested as follows:

1. Product Quality
2. Product Presentation

9. **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.

10. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/ .**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

11. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. **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 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.

13. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to a City of Austin 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 a City of Austin Department buildings 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 a City of Austin 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.

15. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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:**

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU3231--3231	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Printing and Related Support Activities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 0600 Bid Schedule	

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

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

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

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

16. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

18. **CONTRACT MANAGERS:** 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:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Phone:	512-974-7238
E-mail:	Peggy.Ybanez@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Reynaldo Hernandez Jr, PLA
Phone:	512-974-9464
E-mail:	Reynaldo.Hernandez@austintexas.gov

City of Austin	
Department	Capital Contracting Office
Attn:	Gabriel Stan
Phone:	(512) 974-7151
E-Mail	Gabriel.Stan@austintexas.gov

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

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	Miller Imaging & Digital Solutions, Inc.	
Physical Address	1000 East 7th Street, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Miller Imaging & Digital Solutions, Inc.

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: Texas Parks & Wildlife Department
   Name and Title of Contact: Mindi Johnson, Contract Manager
   Project Name: Reprographics Services for TPWD Infrastructure Division
   Present Address: 4200 Smith School Road
   City, State, Zip Code: Austin, Texas 78744
   Telephone Number: (512) 389-8282 Fax Number (512) 389-4790
   Email Address: Mindi.Johnson@tpwd.texas.gov

2. Company's Name: Austin Independent School District
   Name and Title of Contact: Jennifer B. Nix, Construction Procurement Contract Coordinator
   Project Name: Construction Printing and Web Based Planning Services
   Present Address: 1111 W. 6th Street, B300
   City, State, Zip Code: Austin, Tx 78703
   Telephone Number: (512) 414-2241 Fax Number ( )
   Email Address: jennifer.nix@austinisd.org

3. Company's Name: Big Red Dog
   Name and Title of Contact: Cliff Kendall
   Project Name: All Printing and Scanning Projects
   Present Address: 2021 East 5th St, Suite 200
   City, State, Zip Code: Austin, TX 78702
   Telephone Number: (512) 669-5560 Fax Number ( )
   Email Address: Cliff.Kendall@wginc.com

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

Sanctions:

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

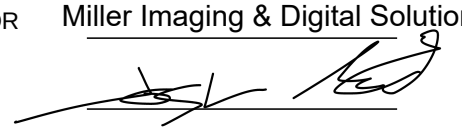
Term:

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

Dated this 20th day of June, 2019

CONTRACTOR Miller Imaging & Digital Solutions, Inc.

Authorized Signature



Title Director of Operations

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
Chris Bevill	Miller IDS	Prime	$18.00	Production Manager
Dalia Gonzalez	Miller IDS	Prime	$17.50	Production Supervisor
Chris Hall	Miller IDS	Prime	$15.50	Production Tech
Daneyra Sanchez	Miller IDS	Prime	$15.00	Production Tech
Jasper Borgman	Miller IDS	Prime	$15.00	Production Tech

(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: Miller Imaging & Digital Solutions, Inc.

Signature of Officer or Authorized Representative:  Date: 6/20/19

Printed Name: Josh Miller

Title: Director of Operations

Section 0835: Non-Resident Bidder Provisions

Company Name Miller Imaging & Digital Solutions, Inc.

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

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

Answer: Resident Bidder

(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-C onsulting ("Sub contr actor") Utilization

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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	Miller Imaging & Digital Solutions, Inc.		
City Vendor ID Code	MIL3227500		
Physical Address	1000 East 7th Street		
City, State Zip	Austin, TX 78702		
Phone Number	512-478-8793	Email Address	Josh.Miller@MillerIDS.com
Is the Offeror City of Austin M/WBE certified?	☑ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ 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.

Josh Miller Director of Operations — 6/20/19

Name and Title of Authorized Representative (Print or Type) Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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.

☐ **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.

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION SERVICES

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

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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**
		☐ Phone **OR** ☐ 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

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 1** **Date of Addendum: May 24, 2019**

I. The proposal due date is hereby extended to Thursday June 6, 2019 at 2:00 p.m.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 2** **Date of Addendum: June 5, 2019**

I. The Bid Due Time and Date is hereby extended to Thursday June 20, 2019 at 2:00 p.m.

II. The Bid Opening Time and Date is hereby extended to Thursday June 20, 2019 at 3:00 p.m.

III. Changed Description of Invitation for Bid:

WHICH CURRENTLY READS:

Blueline Printing and Duplication Services

REVISED TO READ:

Blueline Printing, Duplication and Scanning Services

IV. Replace Section 0400 Supplemental Purchase Provisions with the attached Section 0400 Supplemental Purchase Provisions, Revised May 30, 2019, V2.

V. Replace Section 0500 Scope of Work with attached Section 0500 Scope of Work, Revised May 30, 2019, V2.

VI. Replace Section 0600 Bid Sheet with attached Section 0600 Bid Sheet, Revised May 30, 2019, V2.

VII. Submittal of acknowledged Addendum 2, along with submittal of correct Section 0600 Version 2 are required for bids to be considered responsive.

VIII. Incorporate responses to questions received for the above-referenced solicitation.

Q1 Section 600 Bid Schedule, Item 1.7, Mylar Reproducible (3mm/1mm) 24" x 36". Does this line item include just the mylar material or is this a B&W print on mylar?

A1 Mylar Reproducible is printed on mylar material per SQ FT.

Q2 Section 600 Bid Schedule, Item 1.11, 11" Comb Binders up to 1". Is line 1.11 a charge per SQ FT of the entire printed document?

A2 Comb binders that go on spec books are estimated quantity “Each.” Section 600 Bid Sheet Version 2, Revised May 30, 2019, Items 1.18, 1.19 and 1.20 have been corrected to read “Each”.

Q3 Section 600 Bid Schedule, Item 1.14, Screw Post Binders up to 3".
I'm not used to pricing this per SQ FT, is that correct that you want it per SQ FT?

A3 Screw Post Binders are estimated quantity are “Each” . Section 600 Bid Sheet Version 2, Revised May 30, 2019, Items 1.21, 1.22, and 1.23 have been corrected to read “Each”.

IX. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 3** **Date of Addendum: June 17, 2019**

I. Provide a response to the following question:

Q1. I am having trouble locating the 0605 Local Business Presence Identification Form. Can you point me in the right direction?

R1. Section 0605 Local Business Presence Identification Form is included in the Bid Package Documents (Cover Sheet, 0400, etc.), located on Austin Finance Online.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

City of Austin
Solicitation No: 7400-DCM1010
Blueline Printing, Duplication and Scanning Services

Company Profile:

Miller IDS offers the broadest scope of printing and document management products and services in Austin for the visual communications, graphics and design, and A/E/C (architectural, engineering and construction) markets. PRINTING: Marketing collateral, large format graphics & construction documents TECHNOLOGY & EQUIPMENT: Sales, service and supplies for printers, plotters, scanners, software and other tools DIGITAL SERVICES: Archiving and digital project closeouts GRAPHIC SERVICES: Design, print, finishing and installation services.

Miller IDS has served Austin since 1920 (under the name Miller Blueprint until) and has established an unparalleled reputation for superb quality and efficient turnaround times. We are HUB certified under the management of Luci Miller. Miller IDS actively evolves to meet the needs of our customers by adding new products, equipment, services, and technology. We offer the broadest scope of printing, archiving, and document management products and services in Central Texas.

An Austin original, Miller IDS is preferred among architects, engineers, graphic designers, surveyors, real estate professionals, and others who need top quality color copies, digital printing, banners, signage and fine art printing. In addition, we sell and service large and small format printers, scanners, various types of job site technology, as well as offer a selection of supply products, making us your A to Z solution.

Resumes:

Luci Miller – President & Owner (see next page)

Josh Miller – Director of Operations

Josh is the 4th generation of Millers to work at the family business. He started working the summers while at O. Henry Middle School in 1996 and continued doing so through Austin High. After working part-time through Austin Community College, he came on full time as the lead digital tech in the CIM (Reprographics) Department. A couple years later he became the manager of the CIM/Repro Department at the old 6th Street location and then the Manager of that department at both of Miller's locations. In January 2019, Josh became the Director of Operations, overseeing all of departments and second in command to Luci Miller.

Nik Sauer – CIM and Digital Services Manager

Nik Sauer joined the Miller team in 2013 as one of the Equipment Service Techs. He came with extensive IT and management knowledge after owning and operating multiple computer repair stores. Nik jumped at the opportunity to manage the Metric CIM department in 2014 when the position opened up. Nik quickly streamlined this department and substantially increased its revenue. In January 2019, Nik took a seat on the Leadership Team taking over where Josh left off as manager of CIM departments at both locations.

Chris Bevill – CIM Production Manager, 7th Street

Chris Bevill, and Austin native, joined Nik's production team at the Metric location in 2014 after leaving the TSA at ABIA looking for more regular hours. He quickly picked up the skills and knowledge, far exceeding expectations. Chris was promoted to supervisor of the Metric CIM Department in 2016 and then moved up to Production Manager in 2017 at the 7th Street location. As manager of the 7th Street CIM Department, Chris leads our most tenured team with a combined 50 years of experience at Miller IDS.



Luci Miller
President / Majority Owner
MILLER Imaging & Digital Solutions (Miller IDS) fka Miller Blueprint Company

Years with the firm: 25+
City of Residence: Austin
Education: University of Texas at Austin, Bachelor of Science in Business, 1984
Affiliations: AIA (American Institute of Architects), ACEA (Austin Contractor & Engineers Association), ABC (Associated Builders & Contractors), SMPS (Society of Marketing Professional Services)

Background / Firm Profile:
Luci Miller is President and majority owner of Miller IDS. Miller IDS was founded in 1920 as Miller Blue Print and has transitioned three generations as a family-owned business. While technology has changed the mix of the business with equipment changes and knowledge required, the focus of Miller IDS has always been to serve the building and development markets with supporting services and products.

Our product and service offerings now include document management and printing, as well the sale of digital printers and supplies. In recent years our large format printing services cover both construction related printing and also graphic printing (wall murals, window adhesives, marketing and educational collateral). Our expanding customer base welcomes our equipment sales of Hewlett Packard (HP) large format printers as well as the Xerox small format printers (and supplies). The world of archiving documents into a digital format precludes our selling scanners and offering archiving services as part of our document management portfolio.

Work Experience at Miller IDS:
2009 to present: President and majority shareholder
2002 to 2009: Shareholder and Manager (managerial roles included CIM/Reprographics Production Manager, Outside Sales Representative, General Manager)
1996 to 2002: Project Coordinator / Outside Sales Representative
1987 to 1989: Manager, Metric Store
1982 to 1987: Retail Sales
1975 to 1982: Retail Sales, part time

Volunteer Boards:
Society of Marketing Professional Services
Reprographic Services Association
National Charity League (Austin Chapter)
Eanes Education Foundation

Security and Confidentiality Policy:

Miller IDS scans of confidential documents are shared only with the authorized owner of the documents or parties designated by the owner of the documents. Miller IDS scans of confidential documents are deleted off the internal network upon delivery to the customer, either by electronic transmission or via tangible media (CD, DVD, or flash drive). These deleted items are not retained in a "recycle bin" or similar digital receptacle. They are permanently deleted of the network at the end of the day. Miller IDS will hold confidential items on our secure, on-site servers if requested by the customer. These items are accessible only by authorized Miller IDS employees and not accessible outside of the store. Any confidential original hard copies being held overnight are locked in a secure office until arrival of the store manager the next business day.

Network Security:

- Next-generation firewall appliances with IPS, DPI, AV enforcement, and whitelist-only access rules.
- VLAN isolation of public WiFi / untrusted devices
- Isolated scanning of incoming customer USB drives
- Centrally managed Windows Updates, Antivirus engine & definitions
- Spam filter on all inbound email including virus scanning
- Simulated phishing tests and security awareness training assigned to employees
- Ransomware-prevention software
- Cloud-extended secure internet gateway on all systems for security when out of the office
- Remote access to network secured with L2TP encrypted VPN, limited to authorized users
- Centralized monitoring of system event logs & alerts on critical events
- Redundant disk arrays in all production servers
- Regular local backups with offsite replication & daily monitoring
- Virtualization of servers & services
- Tested recovery & continuity plans

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: 7400-DCM1010

DATE ISSUED: May 13, 2019

REQUISITION NO.: 18011900210

COMMODITY CODE: 96214

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

Primary Contact Diana McIntosh Procurement Specialist II Phone: (512) 974-2034
E-Mail: Diana.McIntosh@austintexas.gov

Seoncdary Contact Claudia Rodriquez Procurement Specialist IV Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriquez@austin.texas.gov

COMMODITY/SERVICE DESCRIPTION: Blueline Printing and Duplication Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: May 30, 2019 at 2:00 p.m.

BID OPENING TIME AND DATE: May 30, 2019 at 3:00 p.m.

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # 7400-	Purchasing Office-Response Enclosed for Solicitation # 7400-DCM1010
P.O. Box 1088	124 W 8th 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	11
0500	SCOPE OF WORK	5
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: Miller Imaging & Digital Solutions, Inc.

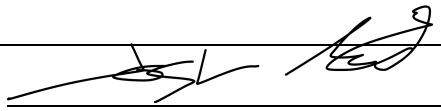
Company Address: 1000 East 7th Street

City, State, Zip: Austin, TX 78702

Vendor Registration No. MIL3227500

Printed Name of Officer or Authorized Representative: Josh Miller

Title: Director of Operations

Signature of Officer or Authorized Representative: 

Date: 6/20/19

Email Address: Josh.Miller@MillerIDS.com

Phone Number: 512-478-8793

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

ACCEPTANCE:

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

CITY OF AUSTIN

Awarded this _____day of _____, 20__

_____
Signature

_____
Printed Name and Title of Authorized Person

_____
Date

CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference Section 0200 Solicitation Instructions Standard Purchase Terms and Conditions, paragraph 5 in)

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

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

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

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

      OR

      PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Form WC420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(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 thirty-six (36) 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:**

A. Delivery Addresses:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Address	505 Barton Springs Rd. Suite 900
City, State Zip Code	Austin, Tx 78704

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	505 Barton Springs Road, Suite 1045B
City, State Zip Code	Austin TX 78704

B. The City Reserves the right to add additional Locations which will be provided on City of Austin Delivery Order (DO).

C. Delivery is to be made within twenty-four (24) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Standard Purchase Terms and Conditions Section 0300).

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

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

Invoices shall be mailed to the below address:

City of Austin	
Department	Public Works Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
OR Via Email To:	PWD AccountsPayable@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Main Office: Invoice Payment
Address	200 S Lamar Blvd
City, State Zip Code	Austin, TX 78704

City of Austin	
Department	Capital Contracting Office
Attn:	Accounts Payables/Judit Bodor
Address	PO Box 1088
City, State Zip Code	Austin TX 78768

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. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. **SAMPLES – EXACT REPLICA:**

A. If requested, the Offeror shall submit an exact replica of the goods to be provided per scope of work. This sample shall be provided within two (2) working days after request by the City.

B. Send samples to the City at the following address:

City of Austin	
Department	Public Works
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Attn:	Peggy Ybanez

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

E. Samples will be evaluated or tested as follows:

1. Product Quality
2. Product Presentation

9. **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.

10. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/ .**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

11. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. **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 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.

13. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to a City of Austin 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 a City of Austin Department buildings 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 a City of Austin 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.

15. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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:**

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU3231--3231	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Printing and Related Support Activities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 0600 Bid Schedule	

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

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

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

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

16. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

18. **CONTRACT MANAGERS:** 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:

City of Austin	
Department	Public Works Department
Attn:	Peggy Ybanez
Phone:	512-974-7238
E-mail:	Peggy.Ybanez@austintexas.gov

City of Austin	
Department	Parks and Recreation Department
Attn:	Reynaldo Hernandez Jr, PLA
Phone:	512-974-9464
E-mail:	Reynaldo.Hernandez@austintexas.gov

City of Austin	
Department	Capital Contracting Office
Attn:	Gabriel Stan
Phone:	(512) 974-7151
E-Mail	Gabriel.Stan@austintexas.gov

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

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	Miller Imaging & Digital Solutions, Inc.	
Physical Address	1000 East 7th Street, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Miller Imaging & Digital Solutions, Inc.

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: Texas Parks & Wildlife Department
   Name and Title of Contact: Mindi Johnson, Contract Manager
   Project Name: Reprographics Services for TPWD Infrastructure Division
   Present Address: 4200 Smith School Road
   City, State, Zip Code: Austin, Texas 78744
   Telephone Number: (512) 389-8282 Fax Number (512) 389-4790
   Email Address: Mindi.Johnson@tpwd.texas.gov

2. Company's Name: Austin Independent School District
   Name and Title of Contact: Jennifer B. Nix, Construction Procurement Contract Coordinator
   Project Name: Construction Printing and Web Based Planning Services
   Present Address: 1111 W. 6th Street, B300
   City, State, Zip Code: Austin, Tx 78703
   Telephone Number: (512) 414-2241 Fax Number ( )
   Email Address: jennifer.nix@austinisd.org

3. Company's Name: Big Red Dog
   Name and Title of Contact: Cliff Kendall
   Project Name: All Printing and Scanning Projects
   Present Address: 2021 East 5th St, Suite 200
   City, State, Zip Code: Austin, TX 78702
   Telephone Number: (512) 669-5560 Fax Number ( )
   Email Address: Cliff.Kendall@wginc.com

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

Sanctions:

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

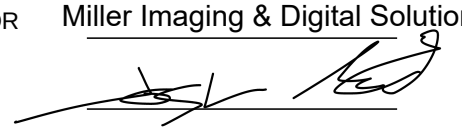
Term:

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

Dated this 20th day of June, 2019

CONTRACTOR Miller Imaging & Digital Solutions, Inc.

Authorized Signature



Title Director of Operations

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
Chris Bevill	Miller IDS	Prime	$18.00	Production Manager
Dalia Gonzalez	Miller IDS	Prime	$17.50	Production Supervisor
Chris Hall	Miller IDS	Prime	$15.50	Production Tech
Daneyra Sanchez	Miller IDS	Prime	$15.00	Production Tech
Jasper Borgman	Miller IDS	Prime	$15.00	Production Tech

(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: Miller Imaging & Digital Solutions, Inc.

Signature of Officer or Authorized Representative:  Date: 6/20/19

Printed Name: Josh Miller

Title: Director of Operations

Section 0835: Non-Resident Bidder Provisions

Company Name Miller Imaging & Digital Solutions, Inc.

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

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

Answer: Resident Bidder

(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-C onsulting ("Sub contr actor") Utilization

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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	Miller Imaging & Digital Solutions, Inc.		
City Vendor ID Code	MIL3227500		
Physical Address	1000 East 7th Street		
City, State Zip	Austin, TX 78702		
Phone Number	512-478-8793	Email Address	Josh.Miller@MillerIDS.com
Is the Offeror City of Austin M/WBE certified?	☑ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ 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.

Josh Miller Director of Operations — 6/20/19

Name and Title of Authorized Representative (Print or Type) Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION 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.

☐ **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.

SOLICITATION NUMBER: SOLICITATION NO. IFB 7400-DCM1010
SOLICITATION TITLE: BLUELINE PRINTING AND SUPLICATION SERVICES

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

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ 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**
		☐ Phone **OR** ☐ 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

BID SHEET
CITY OF AUSTIN
BLUELINE PRINTING, DUPLICATION AND SCANNING SERVICES
Revised May 30, 2019 V2

SOLICITATION NO.: **IFB 7400-DCM1010**

BUYER: **Diana McIntosh**

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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

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

The City reserves the right to award a 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 - BLUELINE PRINTING AND DUPLICATION SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Blackline/Blueline Prints 30" x 42"	SQ. FT	160,000	$ 0.05	$ 8,000.00
1.2	Blackline/Blueline Prints, ranging from 22"x 34" to 24" x 36"	SQ. FT	4,250,000	$ 0.04	$ 170,000.00
1.3	Blackline/Blueline Prints 18" x 24"	SQ. FT	17,000	$ 0.05	$ 850.00
1.4	Half size copies from full size Blackline 12" x 18"	SQ. FT	40,000	$ 0.08	$ 3,200.00
1.5	Black/White Printing on Bond (#20)	SQ. FT	270,000	$ 0.05	$ 13,500.00
1.6	Black/White Prints 24" x 36" sheets	SQ. FT	2,000	$ 0.05	$ 100.00
1.7	Black/White Prints 30" x 42" sheets	SQ. FT	40,000	$ 0.05	$ 2,000.00
1.8	Color Copies 8 1/2" x 11"	SQ. FT	1,500	$ 0.25	$ 375.00
1.9	Color Copies 11" x 17"	SQ. FT	1,500	$ 0.50	$ 750.00
1.10	Color Copies 30" x 42"	SQ. FT	35,000	$ 0.10	$ 3,325.00
1.11	Color Copies 36" x 48"	SQ. FT	5,000	$ 0.10	$ 475.00
1.12	Mylar Reproducible (3mm/1mm)	SQ. FT	7,500	$ 0.80	$ 6,000.00
1.13	Reductions	SQ. FT	13,000	$ 0.05	$ 650.00
1.14	Double-sided 8 1/2" x 11" sheets	SQ. FT	615,000	$ 0.05	$ 29,520.00
1.15	Double-sided 36" x 48" sheets	SQ. FT	400	$ 0.50	$ 200.00
1.16	Single sided 8 1/2" x 11" sheets	SQ. FT	177,500	$ 0.04	$ 6,212.50
1.17	Single sided 36" x 48" sheets	SQ. FT	3,500	$ 0.05	$ 157.50
1.18	11" Comb Binders up to 1"	EA	2,500	$ 0.50	$ 1,250.00
1.19	11" Comb Binders 1" to 2"	EA	2,500	$ 0.50	$ 1,250.00
1.20	11" Comb Binders over 2"	EA	500	$ 0.50	$ 250.00
1.21	Screw Post Binders up to 3"	EA	1,000	$ 0.75	$ 750.00
1.22	Screw Post Binders 3" to 4"	EA	1,000	$ 0.75	$ 750.00
1.23	Screw Post Binders over 4"	EA	100	$ 0.75	$ 75.00
1.24	8 1/2" x 11" Card Stock Covers in 10 assorted colors. City Logo will be printed in mostly black/white unless otherwise noted.	SQ. FT	3,750	$ 0.10	$ 375.00
1.25	Black/White Scanning (to CD's in PDF & TIFF format in various size)	EA	1,000	$ 0.15	$ 150.00
1.26	Black/White Scanning (to USB Flash Drives in PDF & TIFF in format various sizes)	Each Page	2,900	$ 0.15	$ 435.00

1.27	Color Scanning (to CD's in PDF & TIFF format in various sizes)	EA	1,000	$ 0.50	$ 500.00
1.28	Color Scanning (to USB Flash Drives in PDF & TIFF Format in various sizes)	Each Page	500	$ 0.50	$ 250.00
1.29	CD	Each	1,000	$ 4.00	$ 4,000.00
1.30	USB Flash Drive	Each	50	$ 9.00	$ 450.00
1.31	CD Duplication from an already produced CD in various sizes	EA	1,000	$ 0.50	$ 500.00
1.32	3" White Locking Round Ring View Binders Hard Cover, with 2 pockets on inside front cover. With folding/binding/insertions	EA	100	$ 7.00	$ 700.00
1.33	3" White Locking Round Ring View Binders Hard Cover, with 2 pockets on inside front cover. Without folding/binding/insertions	EA	100	$ 7.00	$ 700.00
1.34	3 1/2" White Locking Round Ring View Binders Hard Cover, with 2 pockets on inside front cover. With folding/binding/insertions	EA	100	$ 9.00	$ 900.00
1.35	3 1/2" White Locking Round Ring View Binders Hard Cover, with 2 pockets on inside front cover. Without folding/binding/insertions	EA	100	$ 9.00	$ 900.00
				TOTAL BID	$ 259,500.00

CATEGORY 2 - DISCOUNT OFF OR MARKUP TO PRICE LISTS FOR NON-SPECIFIED PRODUCTS (For Informational Purposes Only)

The City may wish an Offeror provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary.

ITEM NO	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	MINIMUM DISCOUNT FROM OR MAXIMUM MARKUP TO PRICE LIST
2.1	The City May Wish to Purchase Printing, Duplication or Scanning Services Not Listed on Section 0600 Bid Sheet. Please List the Percentage Discount From Retail Price Offered To The City For Any Additional Printing, Duplication or Scanning Services		_____% Discount

CATEGORY 3 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up to costs for the listed services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Revisions to the prices may only be adjusted using the Published Price Lists provision in Section 0400. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
3.1	Price for Six (6) Hour Turnaround Time on Some Jobs. Fee shall be inclusive of delivery fee.	HOUR	$ 25.00

CATEGORY 4 - CONFIRMATION OF REQUIREMENTS

ITEM NO.	ITEM DESCRIPTION	YES/NO
4.1	Respondent provided proof of experience (narrative, resumes and references)	☑ YES ☐ NO
4.2	Respondent has a minimum of three (3) years' experience in Blueline Printing and Duplication Service.	☑ YES ☐ NO
4.3	Respondent provided their Current Security and Confidentiality Procedures.	☑ YES ☐ NO
4.4	Respondent provided other lcoations that are utilized to complete project.	☑ YES ☐ NO
4.5	Respondent has an office and service facility within 25 miles from the Texas State Capital,	☑ YES ☐ NO
4.6	Respondent provided other lcoations that are utilized to complete project.	☑ YES ☐ NO
4.7	Respondent has experience with protection and conversion of confidential and security sensitive information.	☑ YES ☐ NO

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	
NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVERY THE ITEMS TO THE CITY:	1 to 2 [depending on order size]
DELIVERY METHOD: COMMON CARRIER (FedEx,UPS) X VENDOR DELIVERY	
COMPANY NAME:	Miller Imaging & Digital Solutions, Inc.
EMAIL ADDRESS:	Josh.Miller@MillerIDS.com

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 1** **Date of Addendum: May 24, 2019**

I. The proposal due date is hereby extended to Thursday June 6, 2019 at 2:00 p.m.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 2** **Date of Addendum: June 5, 2019**

I. The Bid Due Time and Date is hereby extended to Thursday June 20, 2019 at 2:00 p.m.

II. The Bid Opening Time and Date is hereby extended to Thursday June 20, 2019 at 3:00 p.m.

III. Changed Description of Invitation for Bid:

WHICH CURRENTLY READS:

Blueline Printing and Duplication Services

REVISED TO READ:

Blueline Printing, Duplication and Scanning Services

IV. Replace Section 0400 Supplemental Purchase Provisions with the attached Section 0400 Supplemental Purchase Provisions, Revised May 30, 2019, V2.

V. Replace Section 0500 Scope of Work with attached Section 0500 Scope of Work, Revised May 30, 2019, V2.

VI. Replace Section 0600 Bid Sheet with attached Section 0600 Bid Sheet, Revised May 30, 2019, V2.

VII. Submittal of acknowledged Addendum 2, along with submittal of correct Section 0600 Version 2 are required for bids to be considered responsive.

VIII. Incorporate responses to questions received for the above-referenced solicitation.

Q1 Section 600 Bid Schedule, Item 1.7, Mylar Reproducible (3mm/1mm) 24" x 36". Does this line item include just the mylar material or is this a B&W print on mylar?

A1 Mylar Reproducible is printed on mylar material per SQ FT.

Q2 Section 600 Bid Schedule, Item 1.11, 11" Comb Binders up to 1". Is line 1.11 a charge per SQ FT of the entire printed document?

A2 Comb binders that go on spec books are estimated quantity “Each.” Section 600 Bid Sheet Version 2, Revised May 30, 2019, Items 1.18, 1.19 and 1.20 have been corrected to read “Each”.

Q3 Section 600 Bid Schedule, Item 1.14, Screw Post Binders up to 3".
I'm not used to pricing this per SQ FT, is that correct that you want it per SQ FT?

A3 Screw Post Binders are estimated quantity are “Each” . Section 600 Bid Sheet Version 2, Revised May 30, 2019, Items 1.21, 1.22, and 1.23 have been corrected to read “Each”.

IX. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ADDENDUM
PURCHASING
OFFICE CITY OF
AUSTIN, TEXAS

Solicitation: IFB 7400-DCM1010 **Addendum No: 3** **Date of Addendum: June 17, 2019**

I. Provide a response to the following question:

Q1. I am having trouble locating the 0605 Local Business Presence Identification Form. Can you point me in the right direction?

R1. Section 0605 Local Business Presence Identification Form is included in the Bid Package Documents (Cover Sheet, 0400, etc.), located on Austin Finance Online.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Josh Miller		6/20/19
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

City of Austin
Solicitation No: 7400-DCM1010
Blueline Printing, Duplication and Scanning Services

Company Profile:

Miller IDS offers the broadest scope of printing and document management products and services in Austin for the visual communications, graphics and design, and A/E/C (architectural, engineering and construction) markets. PRINTING: Marketing collateral, large format graphics & construction documents TECHNOLOGY & EQUIPMENT: Sales, service and supplies for printers, plotters, scanners, software and other tools DIGITAL SERVICES: Archiving and digital project closeouts GRAPHIC SERVICES: Design, print, finishing and installation services.

Miller IDS has served Austin since 1920 (under the name Miller Blueprint until) and has established an unparalleled reputation for superb quality and efficient turnaround times. We are HUB certified under the management of Luci Miller. Miller IDS actively evolves to meet the needs of our customers by adding new products, equipment, services, and technology. We offer the broadest scope of printing, archiving, and document management products and services in Central Texas.

An Austin original, Miller IDS is preferred among architects, engineers, graphic designers, surveyors, real estate professionals, and others who need top quality color copies, digital printing, banners, signage and fine art printing. In addition, we sell and service large and small format printers, scanners, various types of job site technology, as well as offer a selection of supply products, making us your A to Z solution.

Resumes:

Luci Miller – President & Owner (see next page)

Josh Miller – Director of Operations

Josh is the 4th generation of Millers to work at the family business. He started working the summers while at O. Henry Middle School in 1996 and continued doing so through Austin High. After working part-time through Austin Community College, he came on full time as the lead digital tech in the CIM (Reprographics) Department. A couple years later he became the manager of the CIM/Repro Department at the old 6th Street location and then the Manager of that department at both of Miller's locations. In January 2019, Josh became the Director of Operations, overseeing all of departments and second in command to Luci Miller.

Nik Sauer – CIM and Digital Services Manager

Nik Sauer joined the Miller team in 2013 as one of the Equipment Service Techs. He came with extensive IT and management knowledge after owning and operating multiple computer repair stores. Nik jumped at the opportunity to manage the Metric CIM department in 2014 when the position opened up. Nik quickly streamlined this department and substantially increased its revenue. In January 2019, Nik took a seat on the Leadership Team taking over where Josh left off as manager of CIM departments at both locations.

Chris Bevill – CIM Production Manager, 7th Street

Chris Bevill, and Austin native, joined Nik's production team at the Metric location in 2014 after leaving the TSA at ABIA looking for more regular hours. He quickly picked up the skills and knowledge, far exceeding expectations. Chris was promoted to supervisor of the Metric CIM Department in 2016 and then moved up to Production Manager in 2017 at the 7th Street location. As manager of the 7th Street CIM Department, Chris leads our most tenured team with a combined 50 years of experience at Miller IDS.



Luci Miller
President / Majority Owner
MILLER Imaging & Digital Solutions (Miller IDS) fka Miller Blueprint Company

Years with the firm: 25+
City of Residence: Austin
Education: University of Texas at Austin, Bachelor of Science in Business, 1984
Affiliations: AIA (American Institute of Architects), ACEA (Austin Contractor & Engineers Association), ABC (Associated Builders & Contractors), SMPS (Society of Marketing Professional Services)

Background / Firm Profile:
Luci Miller is President and majority owner of Miller IDS. Miller IDS was founded in 1920 as Miller Blue Print and has transitioned three generations as a family-owned business. While technology has changed the mix of the business with equipment changes and knowledge required, the focus of Miller IDS has always been to serve the building and development markets with supporting services and products.

Our product and service offerings now include document management and printing, as well the sale of digital printers and supplies. In recent years our large format printing services cover both construction related printing and also graphic printing (wall murals, window adhesives, marketing and educational collateral). Our expanding customer base welcomes our equipment sales of Hewlett Packard (HP) large format printers as well as the Xerox small format printers (and supplies). The world of archiving documents into a digital format precludes our selling scanners and offering archiving services as part of our document management portfolio.

Work Experience at Miller IDS:
2009 to present: President and majority shareholder
2002 to 2009: Shareholder and Manager (managerial roles included CIM/Reprographics Production Manager, Outside Sales Representative, General Manager)
1996 to 2002: Project Coordinator / Outside Sales Representative
1987 to 1989: Manager, Metric Store
1982 to 1987: Retail Sales
1975 to 1982: Retail Sales, part time

Volunteer Boards:
Society of Marketing Professional Services
Reprographic Services Association
National Charity League (Austin Chapter)
Eanes Education Foundation

Security and Confidentiality Policy:

Miller IDS scans of confidential documents are shared only with the authorized owner of the documents or parties designated by the owner of the documents. Miller IDS scans of confidential documents are deleted off the internal network upon delivery to the customer, either by electronic transmission or via tangible media (CD, DVD, or flash drive). These deleted items are not retained in a "recycle bin" or similar digital receptacle. They are permanently deleted of the network at the end of the day. Miller IDS will hold confidential items on our secure, on-site servers if requested by the customer. These items are accessible only by authorized Miller IDS employees and not accessible outside of the store. Any confidential original hard copies being held overnight are locked in a secure office until arrival of the store manager the next business day.

Network Security:

- Next-generation firewall appliances with IPS, DPI, AV enforcement, and whitelist-only access rules.
- VLAN isolation of public WiFi / untrusted devices
- Isolated scanning of incoming customer USB drives
- Centrally managed Windows Updates, Antivirus engine & definitions
- Spam filter on all inbound email including virus scanning
- Simulated phishing tests and security awareness training assigned to employees
- Ransomware-prevention software
- Cloud-extended secure internet gateway on all systems for security when out of the office
- Remote access to network secured with L2TP encrypted VPN, limited to authorized users
- Centralized monitoring of system event logs & alerts on critical events
- Redundant disk arrays in all production servers
- Regular local backups with offsite replication & daily monitoring
- Virtualization of servers & services
- Tested recovery & continuity plans

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-522434

Date Filed:
07/29/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Miller Imaging & Digital Solutions Inc.
Austin, 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.
MA 7800 NA190000184
BLUELINE PRINTING, DUPLICATION AND SCANNING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City of Austin	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Josh Miller, and my date of birth is 06/02/1982.

My address is 1000 East 7th Street (street), Austin (city), TX (state), 78702 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 29th day of July (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Diana McIntosh 512-974-2034	**PM Name/Phone**	Judit Bodor (512) 974-7120
Sponsor/User Dept.		**Sponsor Name/Phone**	Judit Bodor (512) 974-7120
Solicitation No	124231 RQM 18011900210 IFB 7400-DCM1010	**Project Name**	Blueline Printing and Duplication Services
Contract Amount	$ 80,000 estimate	**Ad Date (if applicable)**	May 2019

Procurement Type

☐ AD – CSP	☐ AD – CM@R	☐ AD – Design Build
☐ AD – Design Build Op Maint	☐ AD – JOC	☐ IFB – Construction
☒ IFB – IDIQ	☐ PS – Project Specific	☐ PS – Rotation List
☐ Nonprofessional Services	☐ Commodities/Goods	☐ Cooperative Agreement
☐ Critical Business Need	☐ Interlocal Agreement	☐ Ratification
☐ Sole Source*		

Provide Project Description**

The City of Austin (City) seeks to establish a Contract with a qualified Contractor to supply Blueline Printing and Duplication Services to include but not necessarily be limited to, printed materials, full color and black and white, project manuals, specifications and drawings for Public Works, Capital Contracting Office, and Parks and Recreation Department

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

Was a solicitation previously issued: Yes
Current Contract No. MA 7400 NA130000008
No subcontracting opportunites were identified, therefore no goals were established for this contract
RCA Date10/11/2012, Item ID 19201 Agenda 61
Contract awarded to ARC, Austin, Texas

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

96214 Blue Printing Services: Blue Prints, Blue LIne

Diana McIntosh	04/26/2019
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	4/30/2019	**Date Assigned to BDC**	4/30/2019

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE

City of Austin
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Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
☐ Exempt from MBE/WBE Procurement Program	☒ No Goals	

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs	☐ No availability of M/WBEs
☐ Insufficient subcontracting opportunities	☒ No subcontracting opportunities
☐ Sufficient availability of M/WBEs	☐ Sufficient subcontracting opportunities
☐ Sole Source	☐ Other
If Other was selected, provide reasoning:	

MBE/WBE/DBE Availability
96214 - Blue Printing Services has 1 Available WBE company. This company may bid as a prime vendor.
Subcontracting Opportunities Identified
No subcontracting opportunities.

Kenneth Kalu	
SMBR Staff Kenneth Kalu	**Signature/ Date** Kenneth Kalu 5/2/2019
SMBR Director or Designee	**Date** 5/2/19
Returned to/ Date:	

Department Estimates

	Austin Water	Austin Convention Center	Capital Contracting	Parks and Recreation	Public Works	TOTAL
Year 1	**$11,000.00**	$30,000	$50,000	$8,000	$11,000	$110,000
Year 2	**$11,000.00**	$30,000	$50,000	$8,000	$11,000	$110,000
Year 3	**$11,000.00**	$30,000	$50,000	$8,000	$11,000	$110,000
Year 4	**$11,000.00**	$30,000	$50,000	$8,000	$11,000	$110,000
Year 5	**$11,000.00**	$30,000	$50,000	$8,000	$11,000	$110,000
Total	**$55,000.00**	$150,000	$250,000	$40,000	$55,000	$550,000

	$33,000	$90,000	$150,000	$24,000	$33,000	$330,000

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 28, 2019

Josh Miller
Director of Operations
Miller Imaging & Digital Solutions, Inc.
1000 East 7th Street
Austin, TX 78702

Subject: Recommendation for Award of IFB 7400-DCM1010, Blueline Printing, Duplication and Scanning Services

Dear Mr. Miller:

Thank you for your response to the IFB 7400-DCM1010, Blueline Printing, Duplication and Scanning Services solicitation for the City of Austin. The Purchasing staff has completed their evaluation and has recommended award to Miller Imaging & Digital Solutions, Inc.

Thank you for your continued interest in doing business with the City of Austin. A copy of the final bid tab is attached for your review.

Sincerely,

Diana C McIntosh

Diana C. McIntosh
Procurement Specialist II
City of Austin Purchasing
Phone: 512-974-2034
Diana.McIntosh@austintexas.gov

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 28, 2019

Recommendation for Award for IFB 7400-DCM1010, Blueline Printing, Duplication and Scanning Services

Purchasing staff has completed their evaluation and has recommended award to Miller Imaging and Digital Solutions

Diana C McIntosh

Diana C. McIntosh
Procurement Specialist II
City of Austin Purchasing
Phone: 512-974-2034
Diana.McIntosh@austintexas.gov

REFERENCE CHECK WORKSHEET

Date of Reference:	Solicitation Name: **Blueline Printing, Duplication and Scanning Services**
Solicitation Number: **7400-DCM1010**	Respondent: **Miller Imaging & Digital Solutions, Inc.** 1000 East 7th Street Austin, TX 78702
Company Name: Big Red Dog 2021 East 5th St, Suite 200 Austin, TX 78702	
Contact Name: Cliff Kendall	Contact Phone Number: 512-669-5560
Contact Email Address: Cliff.Kendall@wginc.com	

Please return the Reference Sheet to: Diana McIntosh
e-mail address: Diana.McIntosh@austintexas.gov,
Due date: June 26, 2019

****

1. Describe your company.
   Comments: Big Red Dog Engineering, a Division of WGI, is a multi-disciplined engineering design firm.

2. Describe the services **Miller Imaging & Digital Solutions, Inc** provided for you
   Comments: Miller Imaging & Digital Solutions, Inc has continuously provided us with large format reproduction (plans), small format reproduction (reports) and color imaging solutions.

3. What was the project size?
   Comments: Project size varies on each project, but for large copies would be 50-125 sheets per set, along with reports that would be in the neighborhood of 150-400 sheets per report.

4. How long has Miller Imaging and Digital Solutions been providing services to you?
   Comments: Specifically at Big Red Dog, they have been providing great service for over 10 years. I worked with them for an additional 4-5 years at Jacobs Engineering.

5. Why did you choose **Miller Imaging & Digital Solutions, Inc**?
   Comments: I am very relationship based and have developed a great relationship over the years with the Miller Team.

6. What due diligence did you perform to select Miller?

Comments: It is all about giving that person, or group their initial chance. One project, I decided to utilize them and haven't looked back.

7. Was the contract successfully completed? ☒ YES ☐ NO

If not please describe. We don't specifically have a contract with them, but all services requested have been rendered.

8. Have you experienced any invoice issues from **Miller Imaging & Digital Solutions, Inc.**?

☒ YES ☐ NO

If so, please describe. More specific to communication on our end for a tax exempt entity, but they did what was needed to rectify.

9. Have you experienced any issues with timely delivery, especially for projects required in less than 24 hours?

☐ YES ☒ NO

Comments: Very communicative as to when they intend to deliver.

10. Have you experienced any issues with order accuracy (getting what you ordered, correct size, correct number of copies etc.)?

☐ YES ☒ NO

Comments:

11. Is Miller **Miller Imaging & Digital Solutions, Inc** a current service provider to your company?

☒ YES ☐ NO

If no, please explain.

12. Would you choose **Miller Imaging & Digital Solutions, Inc** again?

☒ YES ☐ NO

Please explain why or why not. I have been pleased with the product received and don't intend to take business elsewhere.

13. Describe **Miller Imaging & Digital Solutions, Inc** work quality

Comments: Never had an issue with the quality of their work. I do know that if there ever is an issue, they will make adjustments as needed.

14. Describe **Miller Imaging & Digital Solutions, Inc** ability to meet the contract specifications and scope?

☐ YES ☐ NO

Comments: We didn't/don't have a specific contract with them.

15. Did you find **Miller Imaging & Digital Solutions, Inc** to be knowledgeable?

☒ YES ☐ NO

Comments: They are up to speed on current technology in the reproduction world and always looking to improve.

16. Describe **Miller Imaging & Digital Solutions, Inc** responsiveness to your concern/ emails/calls.

Comments: Any issue that has ever risen, they have addressed and rectified in a very timely manner.

17. Describe **Miller Imaging & Digital Solutions, Inc** overall performance.

Comments: Always providing a top notch product that is well within the timeframe given.

18. Is there any other information you would like to share about **Miller Imaging & Digital Solutions, Inc**?

Comments: None at this time.

Completed by: _Cliff Kendall_____ Date: _2019-06-26___

Reference Check Completed by:

BY: Diana C. McIntosh
Procurement Specialist II

_____
Date

REFERENCE CHECK WORKSHEET

Date of Reference:	Solicitation Name: **Blueline Printing, Duplication and Scanning Services**
Solicitation Number: **7400-DCM1010**	Respondent: **Miller Imaging & Digital Solutions, Inc.** 1000 East 7th Street Austin, TX 78702
Company Name: Austin Independent School District 1111 W. 6th Street, B300 Austin, Tx 78703	
Contact Name: Jennifer B. Nix Construction Procurement Contract Coordinator	Contact Phone Number: 512-414-2241
Contact Email Address: Jennifer.nix@austinisd.org	

Please return the Reference Sheet to: Diana McIntosh
e-mail address: Diana.McIntosh@austintexas.gov,
Due date:

****

1. Describe your company.
   Comments: School District

2. Describe the services **Miller Imaging & Digital Solutions, Inc** provided for you
   Comments:

3. What was the project size?
   Comments: On going web based plan room services for construction solicitations.

4. How long has Miller Imaging and Digital Solutions been providing services to you?
   Comments: 2+years

5. Why did you choose **Miller Imaging & Digital Solutions, Inc**?
   Comments: Met or exceeded solicitation criteria.

6. What due diligence did you perform to select Miller?
   Comments: RFP

7. Was the contract successfully completed? xx☐ YES ☐ NO

If not please describe.

8. Have you experienced any invoice issues from **Miller Imaging & Digital Solutions, Inc.**?

☐ YES x☐ NO

If so, please describe.

9. Have you experienced any issues with timely delivery, especially for projects required in less than 24 hours?

☐ YES x☐ NO

Comments:

10. Have you experienced any issues with order accuracy (getting what you ordered, correct size, correct number of copies etc.)?

☐ YES x☐ NO

Comments:

11. Is Miller **Miller Imaging & Digital Solutions, Inc** a current service provider to your company?

x☐ YES ☐ NO

If no, please explain.

12. Would you choose **Miller Imaging & Digital Solutions, Inc** again?

x☐ YES ☐ NO

Please explain why or why not.

13. Describe **Miller Imaging & Digital Solutions, Inc** work quality

Comments: We are happy with the current scope of services.

14. Describe **Miller Imaging & Digital Solutions, Inc** ability to meet the contract specifications and scope?

x☐ YES ☐ NO

Comments:

15. Did you find **Miller Imaging & Digital Solutions, Inc** to be knowledgeable?

x☐ YES ☐ NO

Comments:

16. Describe **Miller Imaging & Digital Solutions, Inc** responsiveness to your concern/ emails/calls.

    Comments: very responsive

17. Describe **Miller Imaging & Digital Solutions, Inc** overall performance.

    Comments: Very good

18. Is there any other information you would like to share about **Miller Imaging & Digital Solutions, Inc**?

    Comments:

Completed by: _____ Date: 6/25/13

Reference Check Completed by:

BY: Diana C. McIntosh
Procurement Specialist II _____ Date

REFERENCE CHECK WORKSHEET

Date of Reference:	Solicitation Name: **Blueline Printing, Duplication and Scanning Services**
Solicitation Number: **7400-DCM1010**	Respondent: **Miller Imaging & Digital Solutions, Inc.** 1000 East 7th Street Austin, TX 78702
Company Name: Texas Parks & Wildlife Department 4200 Smith School Road Austin, Texas 78744	
Contact Name: Mindi Johnson Contract Manager	Contact Phone Number: 512-389-8282
Contact Email Address: Mindi.Johnson@tpwd.texas.gov	

Please return the Reference Sheet to: Diana McIntosh
e-mail address: Diana.McIntosh@austintexas.gov,
Due date: June 26, 2019

****

1. Describe your company.
   Comments:

2. Describe the services **Miller Imaging & Digital Solutions, Inc** provided for you
   Comments:

3. What was the project size?
   Comments:

4. How long has Miller Imaging and Digital Solutions been providing services to you?
   Comments:

5. Why did you choose **Miller Imaging & Digital Solutions, Inc**?
   Comments:

6. What due diligence did you perform to select Miller?
   Comments:

7. Was the contract successfully completed? ☐ YES ☐ NO

If not please describe.

8. Have you experienced any invoice issues from **Miller Imaging & Digital Solutions, Inc.**?

☐ YES ☐ NO

If so, please describe.

9. Have you experienced any issues with timely delivery, especially for projects required in less than 24 hours?

☐ YES ☐ NO

Comments:

10. Have you experienced any issues with order accuracy (getting what you ordered, correct size, correct number of copies etc.)?

☐ YES ☐ NO

Comments:

11. Is Miller **Miller Imaging & Digital Solutions, Inc** a current service provider to your company?

☐ YES ☐ NO

If no, please explain.

12. Would you choose **Miller Imaging & Digital Solutions, Inc** again?

☐ YES ☐ NO

Please explain why or why not.

13. Describe **Miller Imaging & Digital Solutions, Inc** work quality

Comments:

14. Describe **Miller Imaging & Digital Solutions, Inc** ability to meet the contract specifications and scope?

☐ YES ☐ NO

Comments:

15. Did you find **Miller Imaging & Digital Solutions, Inc** to be knowledgeable?

☐ YES ☐ NO

Comments:

16. Describe **Miller Imaging & Digital Solutions, Inc** responsiveness to your concern/ emails/calls.

    Comments:

17. Describe **Miller Imaging & Digital Solutions, Inc** overall performance.

    Comments:

18. Is there any other information you would like to share about **Miller Imaging & Digital Solutions, Inc**?

    Comments:

Completed by: _____ Date: _____

Reference Check Completed by:

BY: Diana C. McIntosh
Procurement Specialist II

_____
Date