



Amendment No. 1  
to  
Contract No. MA 2400 GA200000074  
for  
Steel Poles and Mast Arms  
between  
Wildcat Electric Supply  
and the  
City of Austin

1.0 The City hereby amends the above referenced contract to add The City of Austin Wireless Office as an authorized department to make purchases per this contract.

- The delivery address for purchases made from The City of Austin Wireless Office is:  
City of Austin Wireless Office  
1006 Smith Road  
Austin, TX 78721
- The contact person are:
  - o Keith Thompson – 512-972-3227 email: [keith.thompson@austintexas.gov](mailto:keith.thompson@austintexas.gov)
  - o Arletha Guerrero – 512-972-3262 email: [arletha.guerrero@austintexas.gov](mailto:arletha.guerrero@austintexas.gov)
- Billing Address:  
City of Austin  
Attention: Accounts Payable  
PO Box 1088  
Austin, TX 78767

Electronic Copy: [CTMWCSDInvoices@austintexas.gov](mailto:CTMWCSDInvoices@austintexas.gov)

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/28/2020 – 08/27/2022	\$2,146,000.00	\$2,146,000.00
Amendment No. 1: Add The City of Austin Wireless Office as an Authorized Department of the contract.	\$0.00	\$2,146,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

Signature & Date:

*Ricardo Jaime*

Printed Name of Authorized Representative  
Wildcat Electric Supply  
2061 Clovis R. Barker Rd #5  
San Marcos, TX 78666  
[rjaime@wildcatelectric.com](mailto:rjaime@wildcatelectric.com)  
512-396-8900

Linell Goodin-Brown

Digitally signed by Linell Goodin-Brown  
Date: 2021.07.09 14:04:51 -05'00'

Signature & Date:

Linell Goodin-Brown

Printed Name of Authorized Representative  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



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

**SOLICITATION NO:** IFB 2400  
BJT1013REBID

**COMMODITY/SERVICE DESCRIPTION:** Steel Poles and Mast Arms

**DATE ISSUED:** April 20, 2020

**REQUISITION NO.:** RQM 2400 19093000844

**COMMODITY CODE:** 5508553, 5508554,  
5508555, 5508556, 5508557, 5508558,  
5508559

**BID DUE PRIOR TO:** 2:00 p.m. CST, Tuesday, May 12, 2020

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

**BID OPENING TIME AND DATE:** 3:00 p.m. CST, Tuesday,  
May 12, 2020

Bartley Tyler

Procurement Specialist II

**Phone:** (512) 974-2023

**E-Mail:** [bartley.tyler@austintexas.gov](mailto:bartley.tyler@austintexas.gov)

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

John Hilbun

Contract Management Specialist IV

**Phone:** (512) 974-1054

**E-Mail:** [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov)

**LIVE BID OPENING ONLINE:**

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 2400 BJT1013	Purchasing Office-Response Enclosed for Solicitation # IFB 2400 BJT1013
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

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

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

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

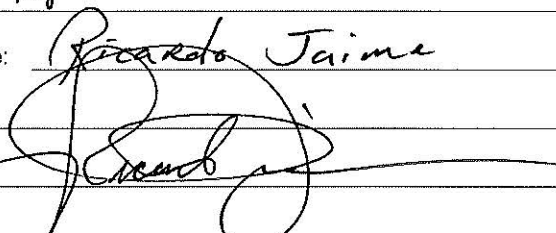
SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	5
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	11
0300	STANDARD PURCHASE TERMS AND CONDITIONS	15
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	13
	DRAWINGS	11
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
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](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

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

Company Name: Wildcat Electric Supply  
Company Address: 2061 Clovis R. Barker Rd #5  
City, State, Zip: San Marcos, TX 78666  
Vendor Registration No. WIL8322348  
Printed Name of Officer or Authorized Representative: Ricardo Jaime  
Title: Branch Manager  
Signature of Officer or Authorized Representative:   
Date: 5/11/2020  
Email Address: rjaime@wildcatelectric.com  
Phone Number: (512) 396-8900

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

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 2400 GA200000074.

**CITY OF AUSTIN**

Awarded this 28 day of August, 2020

\_\_\_\_\_  
Signature

Erin D'Vincent, Procurement Supervisor

Printed Name and Title of Authorized Person

August 28, 2020

Date

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

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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

**CITY OF AUSTIN  
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STANDARD PURCHASE DEFINITIONS**

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

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

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- 46. **Request for Information (RFI)** - a solicitation used to obtain “state of the art” information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant’s obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant**- a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant’s obligations under a Contract.
- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.



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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **EQUAL OPPORTUNITY:**
  - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
  - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

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

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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.

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

**1. FINDINGS; PURPOSE.**

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

**2. APPLICABILITY.**

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

**3. DEFINITIONS.**

In this article:

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

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

**4. RESTRICTION ON LOBBYING.**

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

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

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**5. PERMITTED COMMUNICATIONS.**

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

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

**6. MODIFICATION OF RESTRICTION.**

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

**7. NOTICE.**

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

**8. DISCLOSURE OF VIOLATION.**

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

**9. ENFORCEMENT.**

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

**10. DISQUALIFICATION; CONTRACT VOIDABLE.**

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

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

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

- i. Cover Page, Offer Sheet signed by an authorized representative; ii.
- Section 0600, Bid/Quote Sheet or Offer, as applicable; iii.
- Section 0605, Local Business Presence Identification, if applicable;
- iv. Section 0700, Reference Sheet, as applicable ;
- v. Sections 0835 – Non-Resident Bidder Provisions;

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- 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:

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 <sup>th</sup> 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.



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- 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

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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;

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- 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

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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 (7<sup>th</sup>) 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.

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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

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13. **PAYMENT:**

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

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

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

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. AUDITS and RECORDS:**

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



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18. **Financial Disclosures and Assurances:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.
19. **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.
20. **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.

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- 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

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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

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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.

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- 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.

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- 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 2<sup>nd</sup> Street, 4<sup>th</sup> 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. **TEXAS PUBLIC INFORMATION ACT:**
- A. All material submitted by the Contractor to the City related to the Contract 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.
- B. In accordance with Texas Government Code Sec. 552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
- i. Preserve all contracting information related to the Contract as provided by the records retention requirements in Section 17 (Audits and Records) of the Contract;
  - ii. Promptly provide to the City any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all contracting information related to the Contract that is in the custody or possession of Contractor; or
    - (2) Preserve the contracting information related to the Contract as provided by the records retention requirements in Section 17 (Audits and Records) of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.
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

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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

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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



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equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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- 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

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Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

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

**56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [bartley.tyler@austintexas.gov](mailto:bartley.tyler@austintexas.gov) at least (7) calendar days before 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](mailto:PURInsuranceCompliance@austintexas.gov)

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

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

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then insurance isn't required. The Contractor must indicate on the bid sheet if a common carrier will be used for delivery.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

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

- 4. **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.

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5. **DELIVERY REQUIREMENTS:**

Location:

Austin Transportation Department

10010 Burleson Road

Austin, Texas 78617

Attn: Ray Flores

Phone (512) 974-4018

Days:

Mon. through Fri. 8:30 a.m. to 2:00 p.m. CST

- A. Delivery is to be made within the timeframe listed on Section 0600 Bid Sheet. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- E. Contractor shall notify The Inventory Manager at (512) 974-4018 24 hours in advance of all controller deliveries.

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

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

Invoices shall be mailed to the below address:

	COA Transportation/Barton Oaks
Department	Austin Transportation Dept.
Address	901 S. MoPac Expressway
Address	Bldg. 5, Suite #300
City,State,Zip Code	Austin, TX 78746
Email	<a href="mailto:atdaccountspayable@austintexas.gov">atdaccountspayable@austintexas.gov</a>

- 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.

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**7. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit within three (3) business days request of the City materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as requested may subject the Offer to disqualification from consideration for award.

**8. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish within three (3) business days request of the City 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 requested 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.

**9. 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.

**10. 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.

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- 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 within three (3) business days request of the City. 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 30 calendar days (30 unless a different period is inserted) 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.
11. **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](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](#).
12. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25% for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
  - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
  - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that



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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: BLS- Producer Price Index-Commodities	
Series ID: PCU3342903342902	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: NA	
Description of Series ID: Vehicular and pedestrian traffic control eqpt. Including electric railway signals & attachments	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: all	

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

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

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

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

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The

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

Ray Flores

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(512) 974-4018

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ray.flores@austintexas.gov

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\*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.

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

## **1.0 PURPOSE**

- 1.1 This Invitation for Bid (IFB) is to establish the minimum requirements for steel poles and mast arms for traffic signal and street light support. The award shall be made to the lowest responsive, responsible bidder who complies with this specification.

## **2.0 GENERAL REQUIREMENTS**

- 2.1 The specifications cover monotube steel strain, mast arm poles, and monotube steel cantilevered mast arms. The general design of the poles and arms shall conform to the requirements of the plans and typical drawings with no guys, struts, rods, stay braces, or U-bolt clamps; except where noted otherwise.
- 2.2 All steel poles and mast arms shall conform to the requirements of the attached typical drawings.
- 2.3 The design of the completed assembly of poles, mast arms, and hardware shall meet or exceed the current version of The American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and addenda thereto, assuming ice and 80 M.P.H. winds with 104 M.P.H. gusts when loaded, in accordance with the typical drawings and these Specifications.

## **3.0 DESIGN DRAWINGS AND CALCULATIONS**

The Vendor shall submit to the City of Austin the submittal data, design drawings showing design details and copies of the design strength, and deflection calculations for each completed pole, arm, and davit extension structure for review and acceptance prior to fabrication of the poles and mast arms. The American Society for Testing and Materials (ASTM) specification numbers for the materials shall be included as part of the design strength calculations. All design drawings and calculations shall be signed, dated, and sealed by the Registered Professional Engineer. Such Engineer shall be registered in the State of Texas and shall bring to the attention of the City's Engineer within 48 hours any structural deficiency which becomes apparent in any structure or member of any structure in the design drawings. The Vendor's Engineer shall be solely responsible for the design of all poles and arms. The review and acceptance of these designs by the City shall not relieve the responsibility of the Engineer.

### **3.1 Dimension Limits**

The completed pole and arm assembly shall be within the dimension limits shown on the drawings.

### **3.2 Structural Cross-Sections**

All poles and arms shall have a round cross-sectional design with a uniform taper between 0.1 and 0.2 inches in diameter change per foot of length.

### **3.3 Mounting Points**

Suitable mounting points with 1.5-inch internally threaded half-couplings shall be provided for mounting the signals to poles and mast arms as indicated on the typical drawings. The couplings shall be internally threaded according to the **American National Standard Pipe**

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

**Thread** standards, ANSI/ASME standard B1.20.1 (N.P.T.) and shall be mounted within the poles and arms. All couplings shall be essentially flush with the outside surfaces of the poles and arms. The couplings shall be installed before galvanizing. All mounting points shall have sufficient strength to support the signal loads described below when mounted in accordance with the typical drawings. A threaded plug shall be furnished and installed (after galvanization to ensure a good threaded fit) in each mounting point including the end of the mast arm. The surface of the plug shall be essentially flush with the outer end of the mounting point when installed and shall have a recessed hole to accommodate a standard wrench.

## **3.4 Cable Outlets**

The design shall permit all cables to be installed inside poles and mast arms except as noted on the typical drawings. Cable passages from the signal heads to the insides of the poles and mast arms shall be inside the 1.5-inch internally threaded couplings required by paragraph 3.3. Two 3-inch pole couplings shall be provided as shown on the typical drawings for cable passage on overhead cabling designs.

## **3.5 Weights and Areas of Signal Heads, Luminaires, and Signs to be Supported**

In the design of the pole, arm, and extension structures, the following approximate weights and approximate projected areas shall be:

Signal head at end of mast arm:

- 1-way, 5-section, 12 inch with backplate  
Weight: 85 pounds  
Projected area: 15.00 square feet

Each inboard signal head on mast arm:

- 1-way, 3-section, 12-inch with backplate  
Weight: 53 pounds  
Projected area: 9.00 square feet

Signal heads attached to span wire, including:

- Backplate, disconnect hanger, brackets, and adjustable drop bracket
- 2-way, 5-section, 12-inch  
Weight: 170 pounds  
Projected area: 15.00 square feet
- 1-way, 5-section, 12-inch  
Weight: 85 pounds  
Projected area: 15.00 square feet
- 1-way, 3-section, 12-inch, 4-section  
Weight: 53 pounds  
Projected area: 9.00 square feet

All signal heads attached to pole shaft, worst case, and common mounting:

- 1-way, 5-section, 12-inch with backplate  
Weight: 85 pounds

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

Projected area: 15.00 square feet

Each luminaire:

- Weight: 75 pounds
- Projected area: 3.30 square feet

Signs on mast arm:

- One mounted with its center 5.5 feet from the end of the arm:  
Weight: 75 pounds  
Projected area: 12.00 square feet
- One mounted with its center 7.0 feet from the center of the pole:  
Weight: 36 pounds  
Projected area: 15.00 square feet each

CCTV Camera:

- One mounted at the top of the signal pole:  
Weight: 10 pounds

Vehicle detection:

- One mounted at 12 feet from the end of the arm.  
Weight: 10 pounds

## **4.0 POLES**

### **4.1 General**

#### **4.1.1 Worst-Case Loads**

The poles and hardware shall be designed to support the loadings identified in Section 3.5 and on the typical drawings.

#### **4.1.2 Pole Deflection**

The allowable pole deflection, when loaded with the worst-case signal and sign dead loads specified above and in the typical drawings, shall not exceed an angular rotation of one degree forty minutes, as measured between the intersection of the vertical centerline through the base and the projection of the centerline through the top. The deflection of the pole when loaded in this manner shall not exceed 0.35 inch/foot.

#### **4.1.3 Base Plate**

Each pole shall have a base plate as shown in the typical drawings. The anchor bolt holes in the pole base plate shall be 1/4-inch larger than the anchor bolts diameters. Anchor bolt holes in the base plates shall be elongated as shown on the typical drawings to provide adequate adjustment of the pole's orientation.

#### **4.1.4 Hand holes**

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

Each pole shall have hand holes with a reinforced frame located as shown on the typical drawings. The hand holes shall be furnished with covers and screws. In addition, 20 percent (of total order) in spare hand hole covers shall be included with each order.

## **4.1.5 Pole Types**

Each kind of pole (mast arm or strain) shall be classified by type. Type 0 applies only to strain poles and indicates that the pole does not support a mast arm. Types 1W, 2W, and 3W apply to mast arm poles. The types indicate the lengths of mast arms which the pole shall be designed to support as follows:

Type 1 & 1W - 15 to 30-foot arm  
Type 2 & 2W - 35 to 45-foot arm  
Type 3 & 3W - 50 to 60-foot arm

The poles shall be permanently stamped above the hand holes with their type numbers, the manufacturer's name and logo, and the date of manufacture.

## **4.1.6 Pole Cap**

Each pole shall be furnished with a removable pole cap. Suitable attachment screws shall also be furnished.

## **4.1.7 Anchor Bolts**

Four (4) anchor bolts and one (1) spare anchor bolt shall be furnished with each pole. One leveling nut, one anchor nut, two flat washers and one lock washer shall be furnished for each bolt. Anchor bolts shall be fabricated from steel with a minimum yield strength of 55,000 P.S.I. and a minimum ultimate tensile strength of 70,000 P.S.I. Anchor bolts shall have diameters, lengths, and positions shown on the typical drawings and shall develop strengths comparable to their respective poles. Each anchor bolt shall have a 6-inch, 90-degree bend at the unthreaded end. Each anchor bolt shall be delivered with the nuts and washers installed on the anchor bolts. A minimum of three (3) anchor bolt threads shall be exposed beyond the last nut.

## **4.1.8 Mountings for Signals and Pushbuttons**

Four (4) couplings shall be provided on the pole for the mountings of signals and pedestrian signals. These mounting points shall be at a height of 9 feet above the base, as shown on the typical drawings.

All of these mounting points shall conform to the requirements of paragraphs 3.3 and 3.4.

## **4.1.9 Grounding Lugs**

Each pole shall be equipped with a grounding lug which will accommodate an American Wire Gauge (AWG) #6 ground wire. The lug shall be electrically bonded to the pole and shall be located inside the pole opposite the hand hole.

## **4.2 Mast Arm Poles**

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

## **4.2.1 Mast Arm Attachment**

Pole Types 1W, 2W, and 3W shall be furnished with a pole plate and associated gussets and fittings as shown in the typical drawings for the attachment of the appropriate type of mast arm. Each mast arm pole shall include four (4) bolts plus two (2) spare bolts which mate with the threaded holes in the pole plate.

As part of the mast arm attachment, a cable passage hole shall be provided in the pole to allow passage of the signal cables from the pole to the arm.

The arms shall be permanently stamped on the bottom of the arm 6 inches from the base plate with their length, the manufacturer's name and logo, and the date of manufacture. For mast arms with both an inboard and an outboard section, the inboard section shall be stamped as identified above with the letter "I" after the arm length. The outboard section shall be stamped on the bottom side of the arm 6 inches from the tip of the arm with the letter "O" after the mast arm length.

## **4.3 Strain Poles**

4.3.1 Type 0 strain poles shall not accommodate a mast arm.

### **4.3.2 Sign Loading on Span Wire Suspension**

Traffic signs which are supported by the span wire suspension shall be mounted on the support cable unless otherwise noted.

### **4.3.3 Messenger Cable Attachment Provisions**

Each strain pole shall include a two (2) span wire clamps and associated hardware for the attachment of the support cable of the span wire suspension. The diameter of the clamps shall be appropriate to its location on the pole. The clamps shall conform to the requirements of the typical drawings.

### **4.3.4 Grommeted Cable Outlet**

A 2-inch hole equipped with a grommet shall be provided on the span wire load side of the pole at a height of 22 feet and 3 inches above the base of the pole to accommodate passage of the signal cables from inside the pole to the support cable.

## **5.0 MAST ARMS**

### **5.1 Arm Fabrication**

All mast arms up to and including 40-foot arms shall be one piece. Arms that are 45-foot, 50-foot, 55-foot, and 60-foot may be fabricated in two pieces which overlap each other by at least 1.5 times the inside diameter of the outside section. Each of the two pieces of 45, 50, 55, and 60 foot arms shall be fabricated of one piece monotube steel. Mast arms shall not have any transverse butt welds.

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

## **5.2     Mast Arm and Pole Types**

All mast arms up to and including 30-foot arms shall be interchangeable on any Type 1 and 1W pole. All 35-foot through 45-foot arms shall be interchangeable on any Type 2 and 2W pole. All 50-foot through 60-foot arms shall be interchangeable on any Type 3 & 3W pole.

## **5.3     Variance from Horizontal**

Each mast arm shall have a variance within the range of -0 degrees and +1.5 degrees from the horizontal plane when loaded as discussed above and as shown in the typical drawings and with the pole exactly vertical. This may be achieved with or without shims or other similar devices. If shims are required, then the manufacturer shall include these shims with the material delivery. All mast arms and mast arm fastening plates shall be manufactured to maintain a vertical clearance between the bottom of the mounted signal heads to the top of the pole base plate between 17.5 feet to 19.0 feet.

## **5.4     Mast Arm Attachment**

The mast arm shall be fastened to the pole as shown on the typical drawings. The arm plate and all necessary attachment hardware including bolts, nuts, washers, and brackets, which are not included as part of the pole, as described in article 1.2, shall be furnished as part of the arm. In addition, fifty (50) percent (of total order) in spare bolts, nuts, and washers shall be included with each order.

## **5.5     Mounting for Signals**

Couplings shall be provided on the mast arm for the mounting of signals as shown on the typical drawings. All of these mounting points shall conform to the requirements of paragraphs 3.3 and 3.4.

## **6.0     OS 1 and OS 2 POLE AND MAST ARM**

The OS 1 and OS 2 pole and mast arms are older style signal pole/mast arm assemblies that functionally have different characteristics than the City of Austin's standard poles. This section calls out the requirements of these pole/mast arm assemblies.

### **6.1     OS 1 Functional Requirements**

#### **6.1.1   Loading Requirements**

In the design of the pole, arm, and extension structures, the following approximate weights and approximate projected areas shall be:

- One 5-section signal head (85 pound load with 15 square feet of wind surface) rigidly mounted at the end of the mast arm assembly.
- One 3-section signal head (55 pound load with 9 square feet of wind surface) rigidly mounted on the shaft with the bottom of the 3-section head being mounted 11 feet from the bottom of the pole.



# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

- Two pedestrian heads (40 pounds each, 2.25 square feet of wind surface each) mounted 7.5 feet from the base of the pole.
- One sign (15 pounds with 9 square feet of wind surface) mounted 5.5 feet from the edge of the arm.
- One sign (15 pounds with 12 square feet of wind surface) mounted with its center 4.5 feet from the pole.

The structures shall be designed in accordance with the 1994 AASHTO specifications, using an 80 mph wind velocity with a 1.3 gust factor

## **6.1.2 Pole Manufacturing Details**

All casting shall be clean, smooth, and with all details well defined and true to the pattern. Vertical molds shall be used for all base castings where possible.

A fabricated steel base shall be constructed with an opening of a size and shape to receive the shaft and shall be welded to the end of the shaft by continuous electric welds. The base and welds shall be such to develop the full strength of the adjacent shaft section; this strength should be equal to a steel pole with no weld. Four (4) galvanized steel anchor bolts and eight (8) nuts shall be provided with each shaft to secure the shaft base to the concrete foundation.

The shaft shall be fabricated to satisfy the strength requirements of section 6.1.1. All welds shall conform to Texas Department of Transportation's Standard Specifications, Item 441. All welded joints shall develop the full required strength of the welded member.

The shaft shall be seven gauges steel with a continuous taper of 0.14 inch per linear foot. It shall be fabricated from one length of sheet steel and shall have one longitudinal, welded joint and shall have no horizontal joints or welds. The longitudinal weld shall be flattened in such a manner to obtain the appearance characteristics of the pole itself. The dimensions of the shaft shall be as required in the attached drawing, "Traffic Signal Structures DTX46375"..

The shaft shall have 4-inch x 8-inch curved hand hole and case steel cover mounted eighteen (18) inches from the base of the shaft, and on the opposite side from the mast arm connection plate. There shall be a removable cast steel cap provided for mounting atop the pole.

There shall be a steel mast arm connecting plate welded to the shaft at a distance of thirty (30) inches from the top of the shaft to the centerline of the connecting plate. The plate shall be designed so that the mast arm can be mounted rigidly in place with three (3) ¾-inch high strength bolts, and so that the flange on the mast arm conforms to the size of the connection plate. There shall be a two (2) inch diameter hole in the shaft and in the center of the connecting plate for the entrance of signal cable.

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

For pole construction details see attached drawing, "Traffic Signal Structures DTX46375".

## **6.1.3 Mast Arm Manufacturing Details**

The mast arm shall be seven (7) gauges steel with a continuous taper of 0.14 inches per lineal foot as shown on attached drawings. There shall be a steel flange welded to the mast arm for mounting the mast arm to the shaft in accordance with section 6.1.2.

There shall be 1½ inch x 4 inch tenon welded to the narrow end of the mast arm, and an ornamental end fitting provided with each pole assembly.

The arms shall be permanently stamped on the bottom of the arm 6 inches from the base plate with their length, the manufacturer's name and logo, and the date of manufacture.

The shaft shall be mounted vertically, and the mast arm shall be mounted to the shaft so that there is a 26 degree rise above the horizontal along the axis of the mast arm. The length of mast arm shall be as specified in bid instructions.

For mast arm construction details see attached, "Traffic Signal Structures DTX46375".

## **6.1.4 Anchor bolts**

The anchor bolts shall be 1½ inch x 48 inch and shall have a 90 degree bend 4 inches from one end. They shall be threaded on the long end and fitted with two hexagon nuts. The threads shall be a minimum of 8 inches in length. The bolts shall be of sufficient strength to be capable of resisting at allowable unit stress the bending movement of the shaft at its allowable unit stress.

## **6.1.5 Shipping**

All 1 ½ inch couplings shall have 1 ½ inch plugs screwed into them prior to shipping. All ¾ inch high strength bolts shall be screwed into the connecting plate and protected to prevent damage to them during shipment.

## **6.2 OS 2 Functional Requirements**

### **6.2.1 Loading Requirements**

In the design of the pole, arm, and extension structures, the following approximate weights and approximate projected areas shall be:

- One 5-section signal head (85 pound load with 15 square feet of wind surface) rigidly mounted at the end of the mast arm assembly.
- One 3-section signal head (55 pound load with 15 square feet of wind surface) rigidly mounted twelve (12) feet from the end of the mast arm assembly.

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- One 3-section signal head (55 pound load with 9 square feet of wind surface) rigidly mounted on the shaft with the bottom of the 3-section head being mounted 11 feet from the bottom of the pole.
- Two pedestrian heads (40 lb each, 2.25 square feet of wind surface each) mounted 7.5 feet from the base of the pole.
- One sign (15 pounds with 9 square feet of wind surface) mounted 5.5 feet from the edge of the arm.
- One sign (15 pounds with 12 square feet of wind surface) mounted with its center 4.5 feet from the pole.

The structures should be designed in accordance with the 1994 AASHTO specifications, using an 80 mph wind velocity with a 1.3 gust factor.

## **6.2.2 Pole Manufacturing Details**

All casting shall be clean, smooth, and with all details well defined and true to pattern. Vertical molds shall be used for all base castings where possible.

A fabricated steel base shall be constructed with an opening of a size and shape to receive the shaft and shall be welded to the end of the shaft by continuous electric welds. The base and welds shall be such to develop the full strength of the adjacent shaft section. Four (4) galvanized steel anchor bolts and eight (8) nuts shall be provided with each shaft to secure the shaft base to the concrete foundation.

The shaft shall be fabricated to satisfy the strength requirements of section 6.2.1. All welds shall conform to Texas Department of Transportation's Standard Specifications, Item 441. All welded joints shall develop the full required strength of the welded member; this strength should be equal to a steel pole with no weld.

The shaft shall be seven gauges steel with a continuous taper of 0.14 inch per linear foot. It shall be fabricated from one length of sheet steel and shall have one longitudinal, welded joint and shall have no horizontal joints or welds. The longitudinal weld shall be flattened in such a manner to obtain the appearance characteristics of the pole itself. The dimensions of the shaft shall be as required in the attached "Traffic Signal Structures DTX46375" drawings.

The shaft shall have 4-inch x 8-inch curved hand hole and case steel cover mounted eighteen (18) inches from the base of the shaft, and on the opposite side from the mast arm connection plate. There shall be provided a removable cast steel cap for mounting atop the pole, and ornamental castings shall be provided to cover the exposed portions of the anchor bolts and nuts.

There shall be a steel mast arm connecting plate welded to the shaft at a distance of thirty (30) inches from the top of the shaft to the centerline of the connecting plate. The plate shall be designed so that the mast arm can be mounted rigidly in place with four (4) 1 ½ inch high strength bolts, and so that the flange on the mast arm conforms to the size of the connecting plate. There shall be a two (2) inch diameter hole in the shaft and in the center of the connecting plate for the entrance of signal cable.

# **CITY OF AUSTIN SPECIFICATIONS FOR STEEL POLES AND MAST ARMS**

For pole construction details, see attached drawing, "Traffic Signal Structures DTX46375".

## **6.2.3 Mast Arm Manufacturing Details**

The mast arm shall be seven (7) gauges steel with a continuous taper of 0.14 inches per lineal foot as shown on attached drawings. There shall be a steel flange welded to the mast arm for mounting the mast arm to the shaft in accordance with section 6.2.2.

There shall be a 1 ½ inches coupling for entrance of traffic signal cable on the lower side of the mast arm located 15 feetX8 inches from the narrow end of the mast arm. There shall be a 1 ½ foot x 4 inch tenon welded to the narrow end of the mast arm, and an ornamental end fitting provided with each pole assembly.

Two signal mounting clamp shall be provided with each mast arm pole. The clamp shall be adjustable to fit tightly on the mast arm and must have a 1 ½ inch coupling welded to the bottom half of the clamp.

The shaft shall be mounted vertically, and the mast arm shall be mounted to the shaft so that there is a 3 inch rise above the horizontal along the axis of the mast arm. The length of mast arm shall be as specified see attached drawing, "Traffic Signal Structures DTX46375".

For mast arm construction details, see attached, "Traffic Signal Structures DTX46375".

The arms shall be permanently stamped on the bottom of the arm 6 inches from the base plate with their length, the manufacturer's name and logo, and the date of manufacture.

## **6.2.4 Anchor bolts**

The anchor bolts shall be 1 ½ inches x 60 inches and shall have a 90 degree bend 6 inches from one end. They shall be threaded on the long end and fitted with two hexagon nuts. The threads shall be a minimum of 8 inches in length. The bolts shall be of sufficient strength to be capable of resisting at allowable unit stress the bending moment of the shaft at its allowable unit stress.

## **6.2.5 Shipping**

All 1-½ inch couplings shall have 1-½ inch plugs screwed into them. All ¾ inch high strength bolts shall be screwed into the connecting plate and protected to prevent damage to them during shipment.

## **7.0 STREET LIGHT POLES**

### **7.1 Austin Energy style street light poles (25' Pole)**

7.1.1 In accordance with City of Austin drawing #1918-10, QPL #EL-871 and AE stock #21867, Austin Energy style street light pole (25' Pole) shall include:

- Galvanized steel,

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- 25 foot shaft length with a 26 foot mounting height,
- Rounded, tapered shaft,
- Anchor base type,
- With 8 foot mast arm,
- 2 inch slip fitter,
- Hand hole 4 inches x 8 inches inside diameter.
- Hand hole with hand hole cover to be furnished with tamper proof screw and grounding lug.
- Anchor base plate to have 1-1/4 inch slotted holes to provide a bolt circle diameter of 11 inches.
- Hand hole covers to be installed on each pole.
- All other hardware shall be packaged individually for each pole.

7.2 Austin Energy style street light poles (45' Poles)

7.2.1 In accordance with City of Austin drawing #1918-23 and AE stock #21873

- galvanized steel
- 45 foot shaft length with a 50 foot mounting height,
- rounded, tapered shaft,
- anchor base type, with double 8 foot mast arm,
- 2 inch slip fitter,
- hand hole 4 inches x 8 inches inside dimensions.
- hand hole with hand hole cover to be furnished with tamper proof screw, grounding lug.
- anchor base plate to have 1-1/2 inch slotted holes to provide a bolt circle diameter of 15 inches.
- hand hole covers to be installed on each pole.
- all other hardware shall be packaged individually for each pole.

7.3 Austin Energy style transformer base (For 45' Poles)

7.3.1 In accordance with AE drawing 1918-40, QPL #EL-930 and AE stock # 6728

- Cast aluminum, breakaway, for use on 45 - 50 foot poles,
- Top is 15 inches diameter and bottom is 15 inches diameter bolt pattern.
- Access door and vandal resistant fastener with tool fastener shall be stainless steel.
- 20 inches overall height,
- Each base shall be furnished with:
  - (8) 2-3/4 inches outside diameter x 1-5/16 inches inside diameter x 1/2 inch thick steel washers, and
  - (4) 2-3/4 inches outside diameter x 1-5/16 inches inside diameter x 1/2 inch thick steel washers;
  - (4) 1-1/4 inches x 4 inches STM a325 bolts with (4) 1.25 inches hex head nuts (0.024 inch oversize);
  - (4) 1-1/4 inches grade h a563 lock washers and (8) flat washers 1-5/16 inches inside diameter x 2 inches outside diameter x 0.187 inch grade f436 for connecting pole to base.
- Hardware shall be packaged separately and shipped with each base.

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SPECIFICATIONS  
FOR  
STEEL POLES AND MAST ARMS**

**8.0 POLE / MAST ARM FINISHING**

The standard pole and mast arm finishing shall be galvanized. All pole and arms, including all parts used in the assembly (except the standard length galvanizing on the anchor bolts), shall be completely hot-dip galvanized after fabrication per this specification. All threaded material shall be brushed and re-tapped as necessary after galvanizing. The threaded plugs required in paragraph 3.3 shall be separately galvanized and installed after the mast arms and poles have been galvanized. Hot-dipped galvanizing on the structure shall be in accordance with ASTM Standard A-123, and galvanizing on the hardware shall be in accordance with ASTM Standard A-153.

**8.1 Galvanization**

**8.1.1 Surface Preparation**

Prior to being incorporated into an assembled product, steel plates 3/4 inches or more in thickness shall be blast cleaned when required to remove rolled-in mill scale, impurities, and non-metallic foreign materials. After assembly, all weld flux shall be mechanically removed. The iron or steel product shall be degreased by immersion in an agitated 4.5%-6% concentrated caustic solution elevated to a temperature ranging from 150 to 190 degrees Fahrenheit. It shall then be pickled by immersion in a heated sulfuric acid solution of 6%-13% concentration, with a controlled temperature between 150-190 degrees Fahrenheit. It shall then be rinsed clean from any residual effects of the caustic or acid solutions by immersion in a circulating fresh water bath. Final preparation shall be accomplished by immersion in a concentrated zinc ammonium chloride flux solution heated to 130 degrees Fahrenheit. The solution's acidity content shall be maintained between 4.5-5.0 pH. The assembly shall be air dried to remove any moisture remaining in the flux coat and/or trapped within the product.

**8.1.2 Zinc Coating**

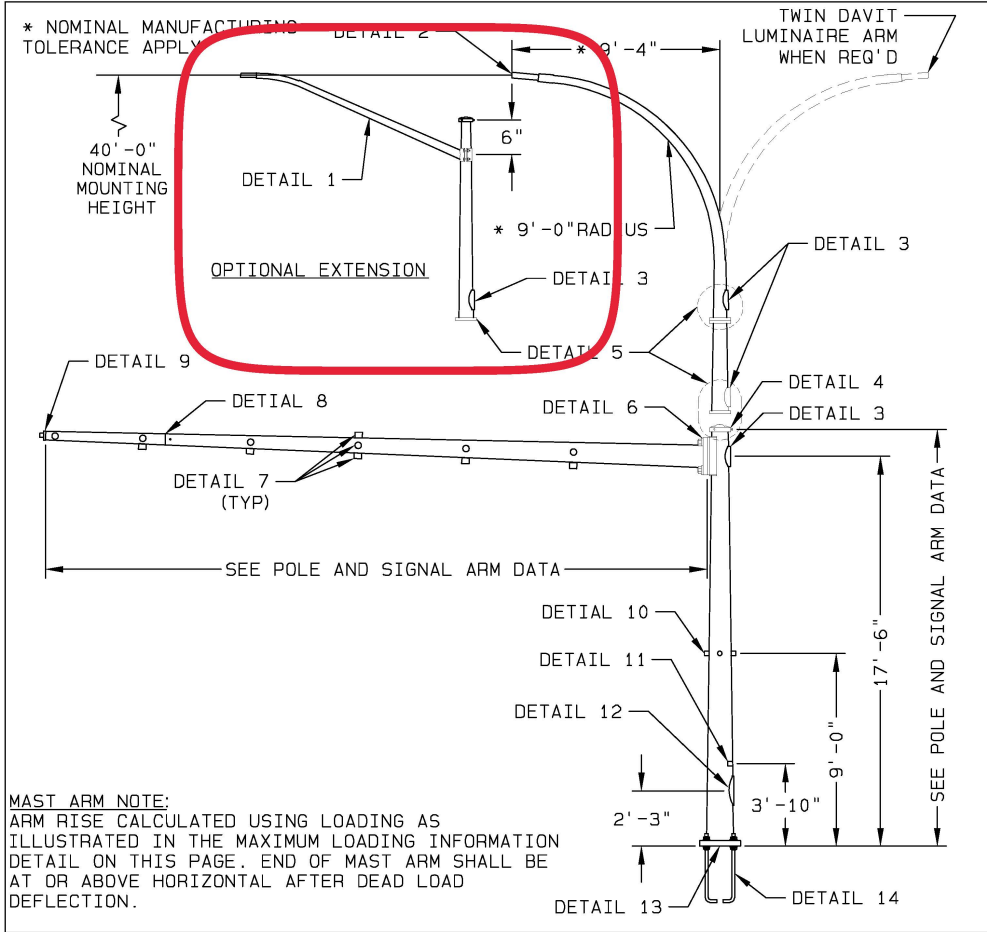
The product shall be hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A153 (hardware items) by immersion in a molten bath of prime western grade zinc maintained between 810-850 degrees Fahrenheit. The entire product shall be totally immersed with no part of it protruding out of the zinc bath. This is to limit the risk of trapped contaminants containing chlorides and reduce the risk of bare spots (bare spots can occur when flux on the steel surface is burned away by heat of the first dip). Double dipping is a common practice but not recommended. Maximum aluminum content of the bath shall be 0.01%. Flux ash shall be skimmed from the bath surface prior to immersion and extraction of the product to assure a debris-free zinc coating.

**CITY OF AUSTIN  
SPECIFICATIONS  
FOR  
STEEL POLES AND MAST ARMS**

**9.0 EXHIBITS:**

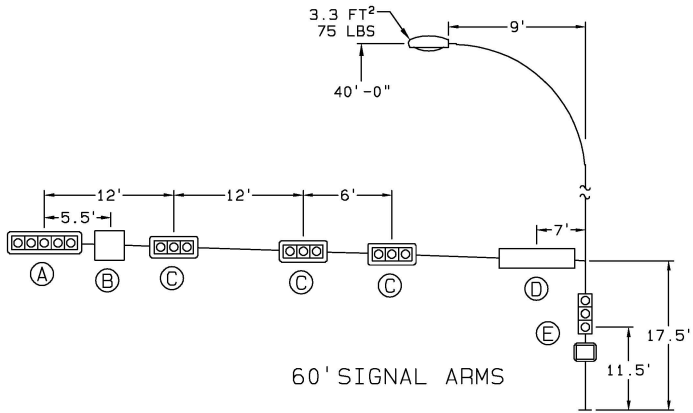
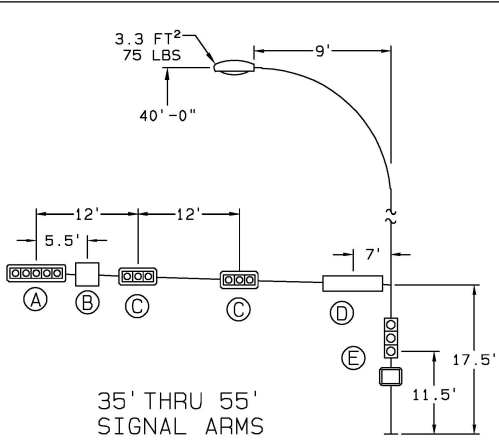
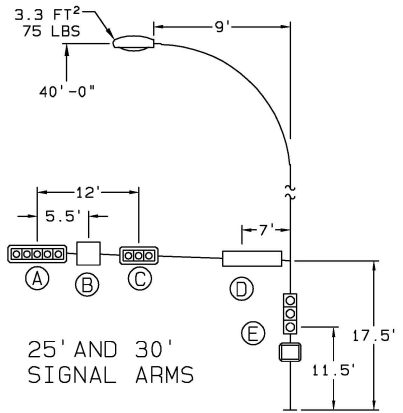
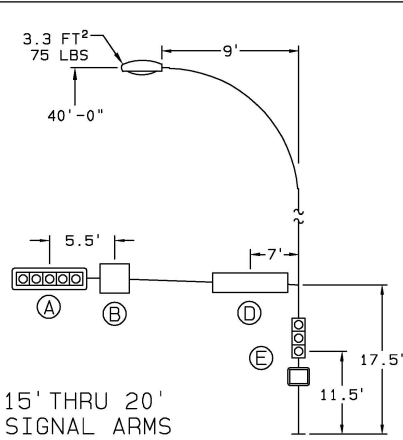
For construction drawing details, see attached drawings:

- "Mast Arm Traffic Structures DB00591"
- "Mast Arm & Davit Extension Traffic Structures, DB00410"
- "Span Wire Traffic Structures, DB00410"
- "Traffic Signal Structures DTX46375".
- 1918-10 Pole and Bases
- 1918-23 Pole 45ft DBL ARMS
- 1918-35 Break-a-way-25/35FT
- 1918-45 Break-a-way-45FT
- 1921-10 Foundation – 25/30/35FT
- 1921-20 Foundation 45ft



MATERIAL DATA					
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)	COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
POLE SHAFTS (TYPE 1&2)	A595 GR.A	55	LUM.ARM CONN. BOLTS	F3125 GR.A325	
POLE SHAFTS (TYPE 3)	A572 GR.65	65	ANCHOR BOLTS	F1554 GR.55	55
MAST ARM SHAFTS	A595 GR.A	55	GALVANIZING	A123	
LUMINAIRE ARM SHAFT	A595 GR.A	55	GALVANIZING-HARDWARE	HOT DIP ZINC	
BASE PLATES (TYPE 1&2)	A36	36			
BASE PLATES (TYPE 3)	A572 GR.42	42			
ARM ATTACHMENTS	A36	36			
MAST ARM CONN. BOLTS	F3125 GR.A325				

POLE AND SIGNAL ARM DATA															
POLE TYPE	POLE TUBE				SIGNAL ARM TUBE				SIGNAL ARM COUPLING LOCATIONS & ORIENTATIONS						
	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	ARM SPAN (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	1.50" COUPLING DISTANCE FROM SMALL END OF ARM. / ANGLES CW. FROM TOP OF SIMPLEX AS VIEWED FROM SMALL END OF MAST ARM.						
1	11.00	8.41	18.50	3	15.00	6.00	3.90	7	0.25' / 90°					7.5' / 0°	
					18.00	6.00	3.48	7	0.25' / 90°	12' / 90&180°				9' / 0°	
					20.00	6.00	3.20	7	0.25' / 90°	12' / 90&180°				10' / 0°	
					25.00	7.00	3.50	7	0.25' / 90°	12' / 90&180°				12.5' / 0°	
					30.00	8.00	3.80	7	0.25' / 90°	12' / 90&180°		24' / 90&180°		15' / 0°	
2	13.00	10.41	18.50	3	35.00	9.00	4.10	7	0.25' / 90°	12' / 90&180°		24' / 90&180°		17.5' / 0°	
					40.00	10.00	4.40	7	0.25' / 90°	12' / 90&180°	18' / 90&180°	24' / 90&180°	30' / 90&180°		20' / 0°
					45.00	10.50	4.20	7	0.25' / 90°	12' / 90&180°	18' / 90&180°	24' / 90&180°	30' / 90&180°		22.5' / 0°
3	15.00	12.41	18.50	0.2188	50.00	12.00	5.00	7	0.25' / 90°	12' / 90&180°	18' / 90&180°	24' / 90&180°		25' / 0°	
					55.00	13.00	5.53	DET.7	0.25' / 90°	12' / 90&180°	18' / 90&180°	24' / 90&180°	30' / 90&180°		27.5' / 0°
					60.00	13.00	4.83	DET.7	0.25' / 90°	12' / 90&180°	18' / 90&180°	24' / 90&180°	30' / 90&180°	36' / 90&180°	30' / 0°



DESIGN CRITERIA:

1994 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS.

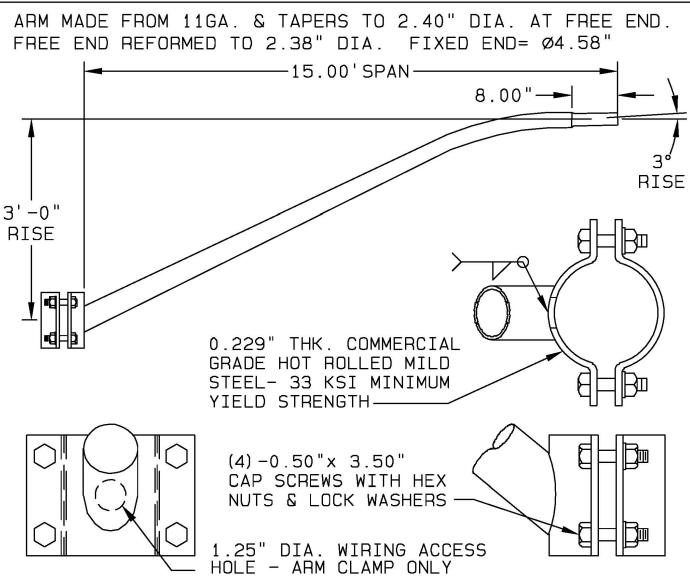
WIND VELOCITY:

80 MPH ISOTACH.

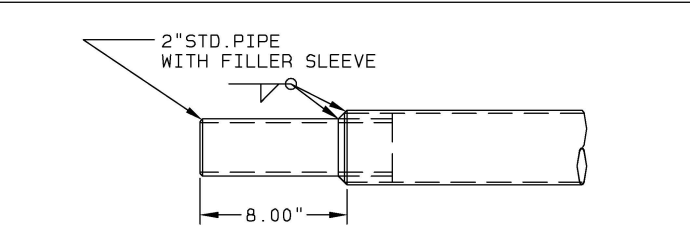
DEVICE	DESCRIPTION	PROJ. AREA (SQ.FT.)	WEIGHT (LBS.)
(A)	12"-5 SEC. SIGNAL W/BACKPLATES	13.33	83
(B)	36" X 36" DIRECTIONAL SIGN	9.00	27
(C)	12"-3 SEC. SIGNAL W/BACKPLATES	8.67	53
(D)	18" X 84" STREET NAME SIGN	10.50	27
(E)	12"-3 SEC. SIGNAL & PED SIGNALS	9.50	135

MAX. LOADING INFORMATION

DAVIT LUMINAIRE ARM				
FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	LENGTH (FT)	RISE (FT)
6.15	3.87	11	16.31	11.50
INTERMEDIATE POLE EXTENSION				
FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	LENGTH (FT)	RISE (FT)
7.55	6.15	11	10.00	10.00
CLAMP-ON ARM EXTENSION				
FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	LENGTH (FT)	ARM SPAN (FT)
6.15	4.89	11	9.00	15.00

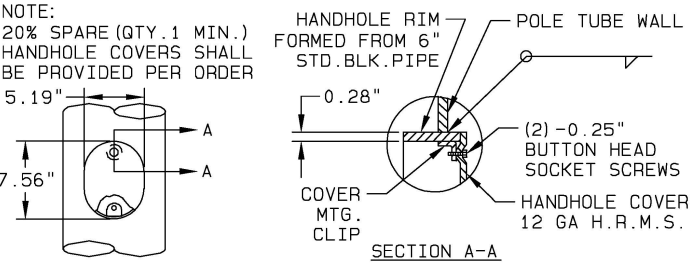


DETAIL 1 LUMINAIRE ARM & ATTACHMENT

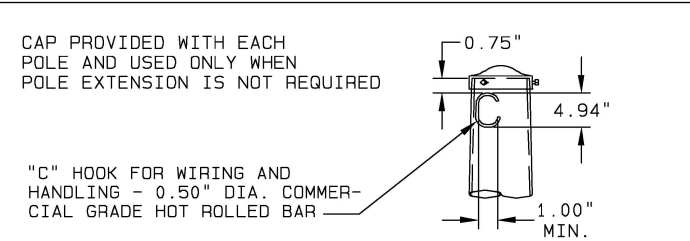


DETAIL 2 DAVIT ARM END TENON

CLAMP-ON LUMINAIRE ARM RANGE		
POLE TYPE	MIN. CLAMP O.D. (IN)	MAX CLAMP O.D. (IN)
1, 2, & 3	3.69"	5.00"



DETAIL 3 UPPER HANDHOLE



DETAIL 4 POLE TOP

D	JWK3 02/17/20	JWK3 04/02/20	ADD CLP RANGE FOR LUM ARM /REV BOLT PATTERNS FOR TYPE 3 SPX
C	GR7 07/02/19	JWK3 07/26/19	UPDATE MAT. DATA & DET/ADD OPT. EXT & ADAPTOR
B	AC19 08/02/13	BDS 08/05/13	A.CAD TEM./-BS.CVR/-CPLS83*-6"/-SIG.BRKTS/+1.5CPLG/H.H./ATT.BLTS
—	BEG 12/16/96		
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION

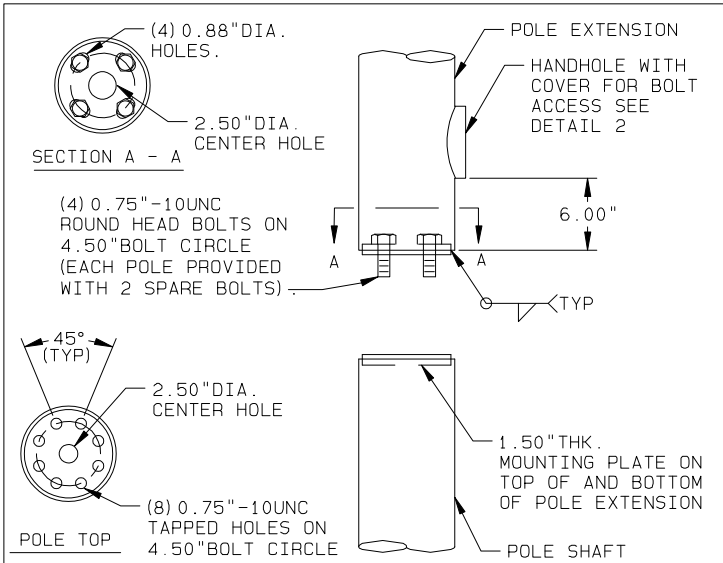
TITLE CITY OF AUSTIN, TX.  
MASTARM & DAVIT EXTENSION TRAFFIC STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.

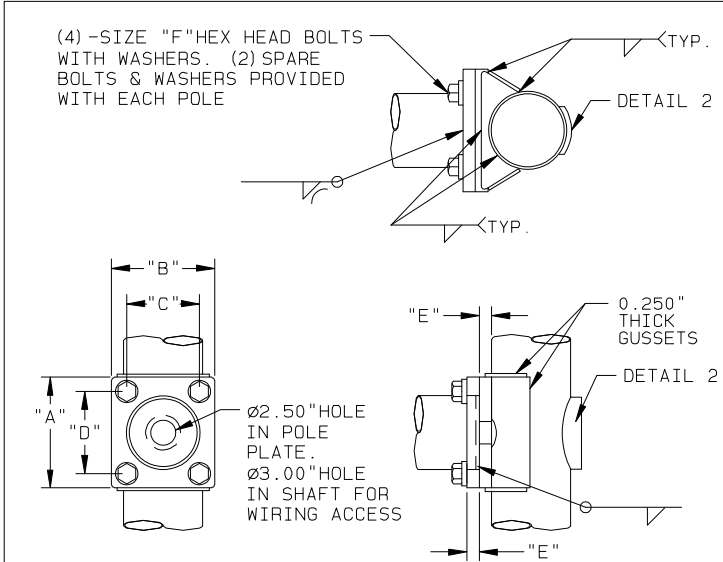
**valmont**  
Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 1 OF 4	REV
DRAWING NUMBER	DB00410
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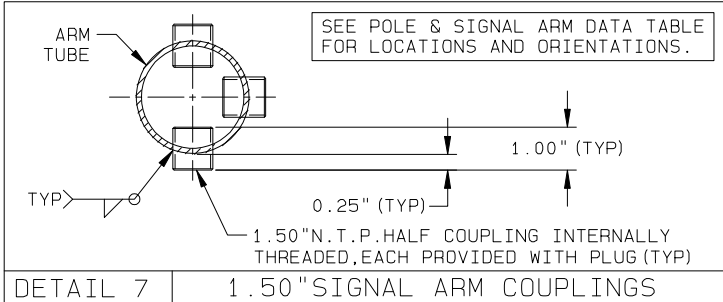
DETAIL 5 POLE EXTENSION CONNECTION



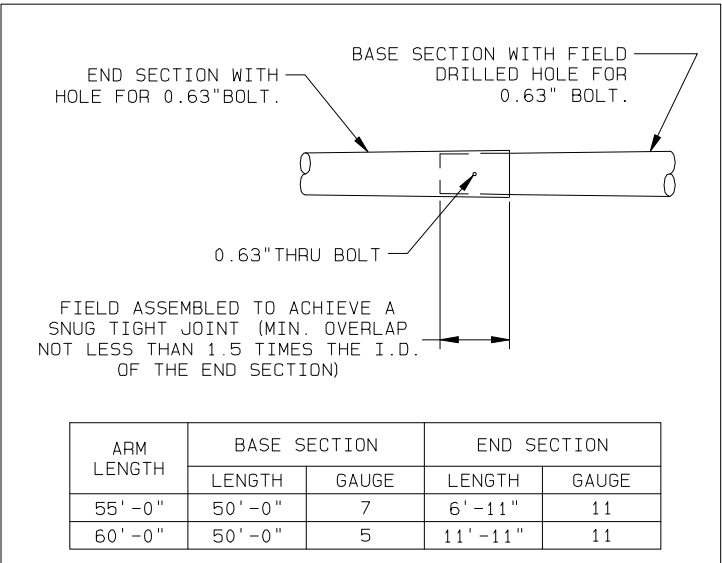
DETAIL 6 SIGNAL ARM ATTACHMENT

SIGNAL ARM ATTACHMENT DATA						
POLE TYPE	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
1	18.00	9.75	6.50	14.00	2.00	1.25"-7UNC X 4.25"LG
2	18.00	18.00	14.75	14.75	2.00	1.25"-7UNC X 4.25"LG
3	19.25	19.25	16.00	16.00	2.00	1.25"-7UNC X 4.25"LG
			6.50	14.00		1.25"-7UNC X 4.25"LG

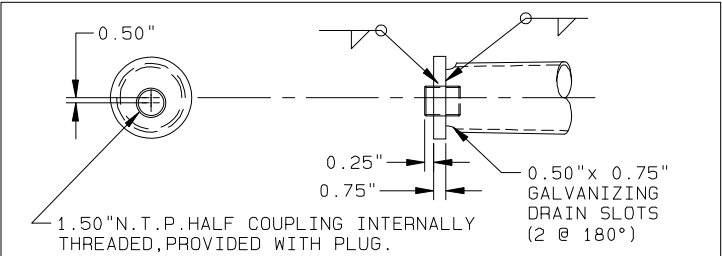
NOTE: TYPE 3 POLE SIMPLEX PLATE HAS TAPPED BOLT HOLE PATTERN FOR BOTH TYPE 1 AND TYPE 3 CONNECTIONS.



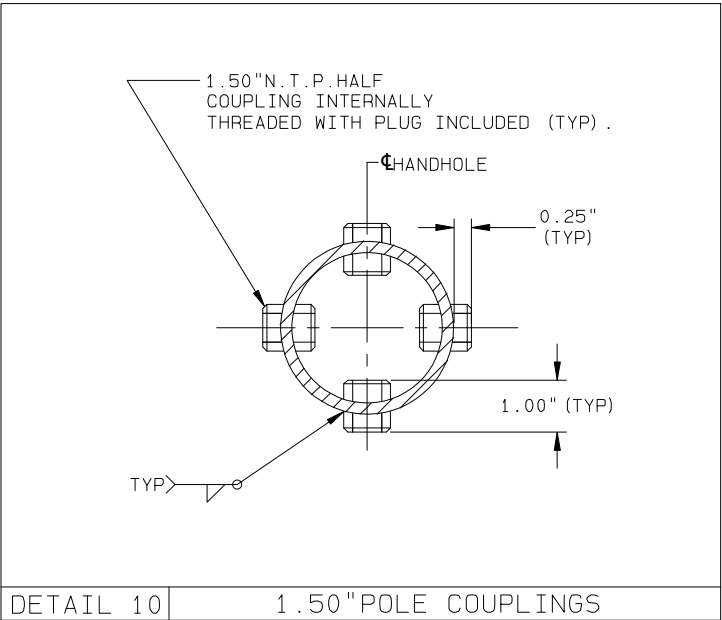
DETAIL 7 1.50" SIGNAL ARM COUPLINGS



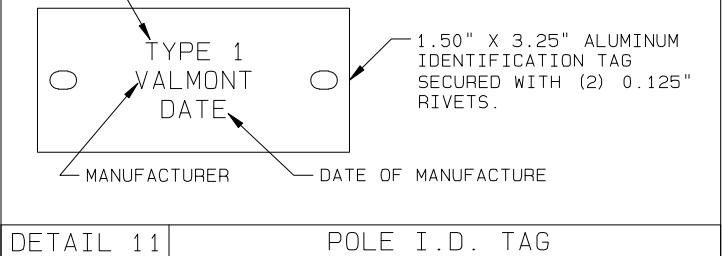
DETAIL 8 SIGNAL ARM SLIP JOINT



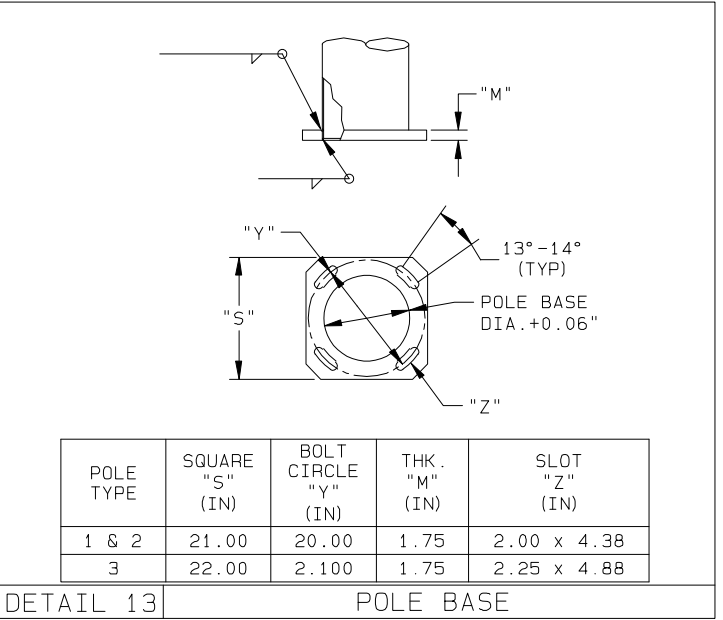
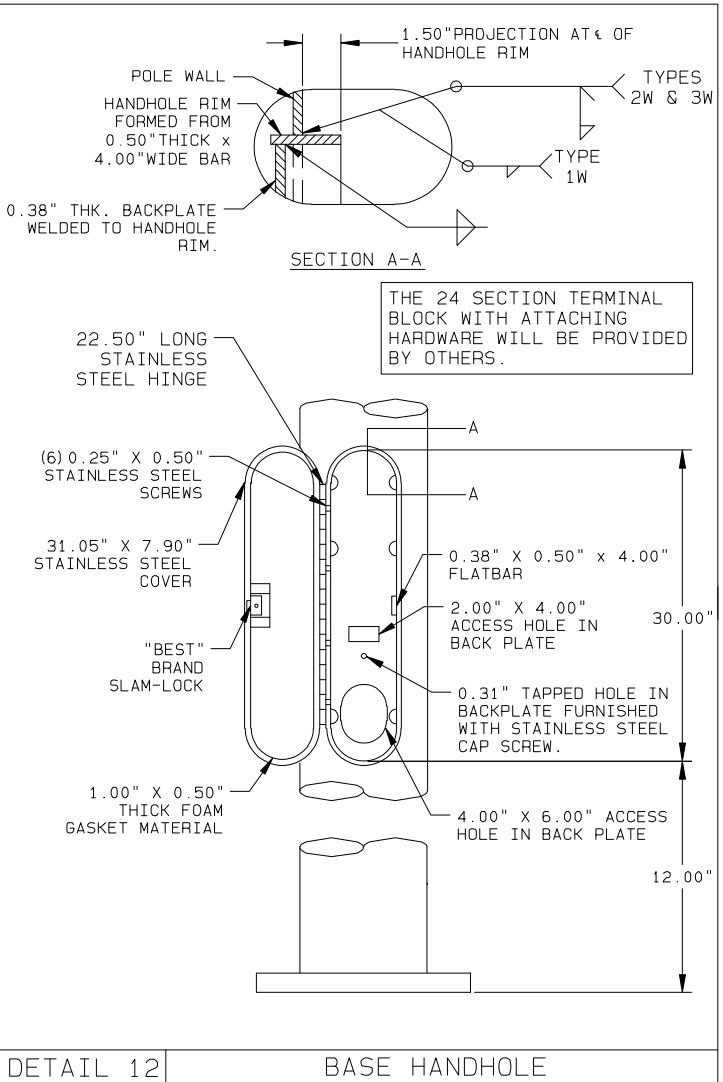
DETAIL 9 SIGNAL ARM END BRACKET



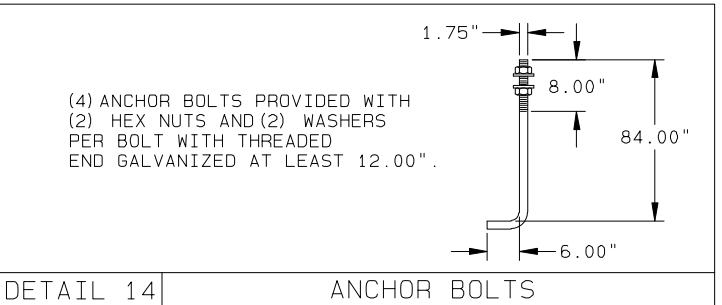
DETAIL 10 1.50" POLE COUPLINGS



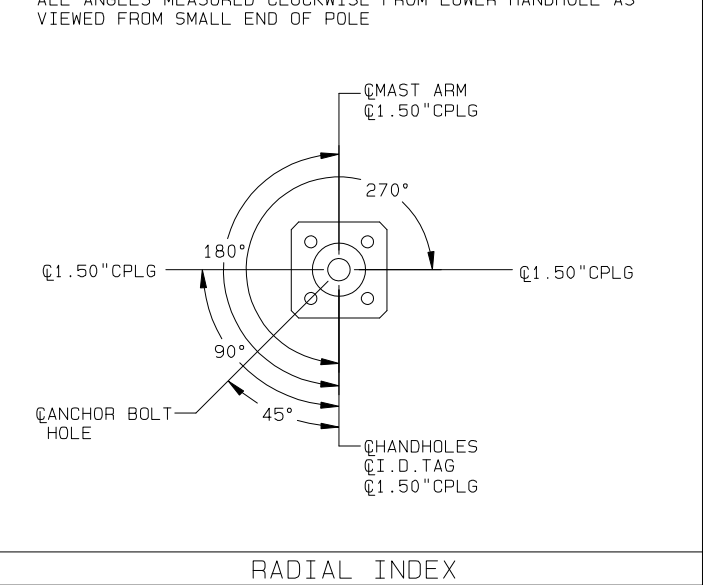
DETAIL 11 POLE I.D. TAG



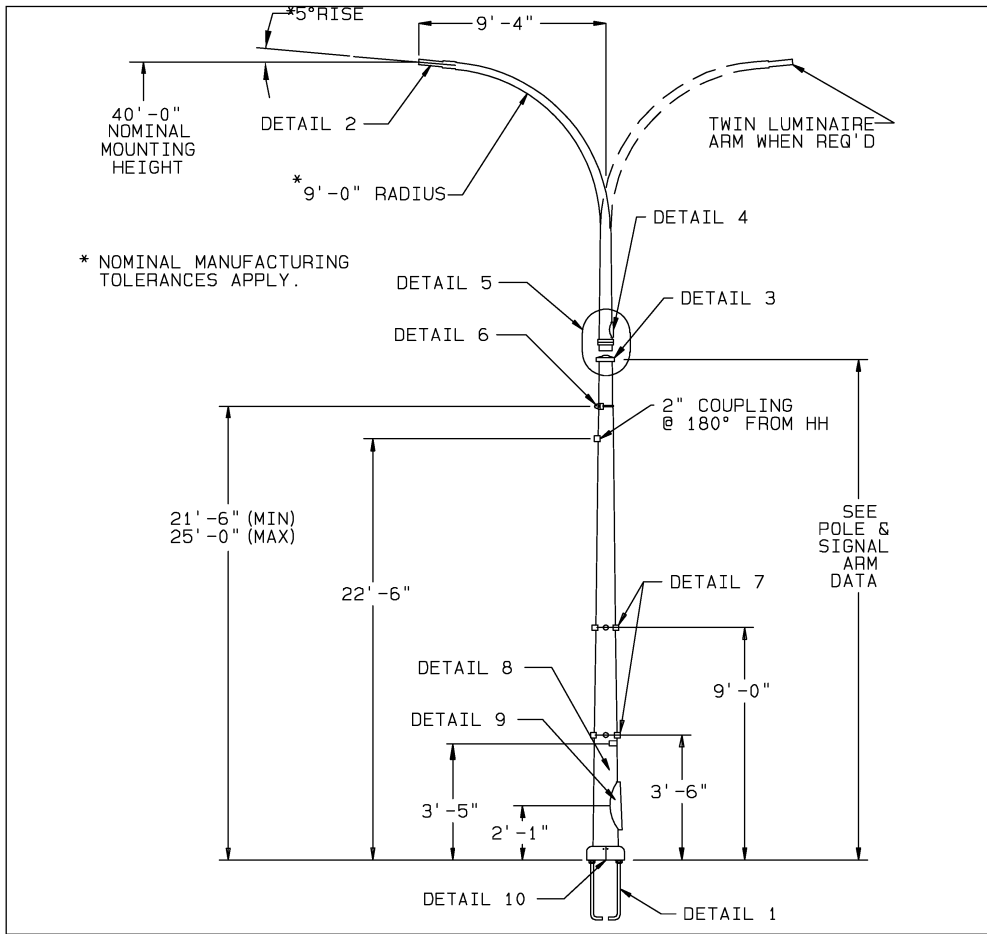
DETAIL 13 POLE BASE



DETAIL 14 ANCHOR BOLTS

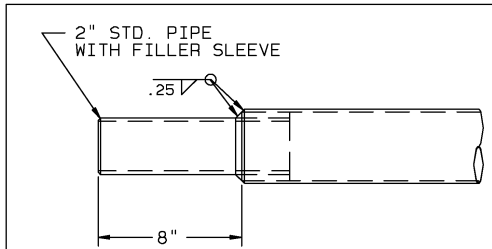


RADIAL INDEX

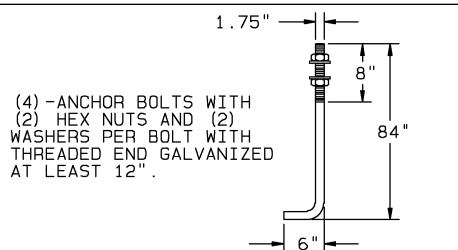


POLE AND ARM DATA TABLE										
POLE TUBE					LUMINAIRE ARM TYPE 2					
POLE TYPE	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THICK (IN)	SGL. LUM. ARM QTY.	TWIN LUM. ARM QTY.	FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	RISE (FT)
0	14.00	9.73	30.50	0.25	2	1	6.15	3.87	11	11.50

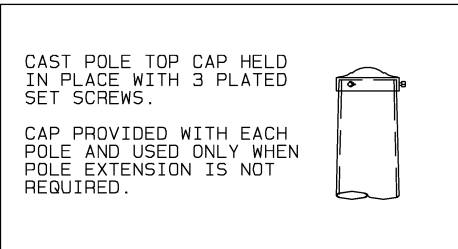
MATERIAL DATA		
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
POLE SHAFTS (TYPE 0)	A572 GR.65	65
BASEPLATES (TYPE 0)	A36	36
LUMINAIRE ARM SHAFTS	A595 GR. A	55
LUMINAIRE ARM CONN. BOLTS	F3125 GR. A325	
ANCHOR BOLTS	F1554 GR.55	55
GALVANIZING	A123 & A153	



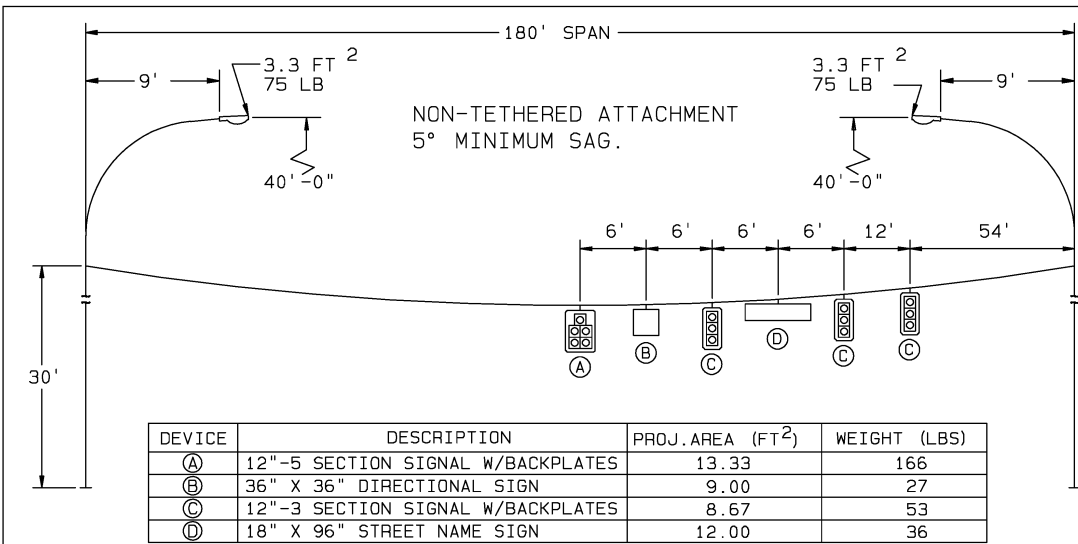
DETAIL 2 DAVIT ARM END TENON



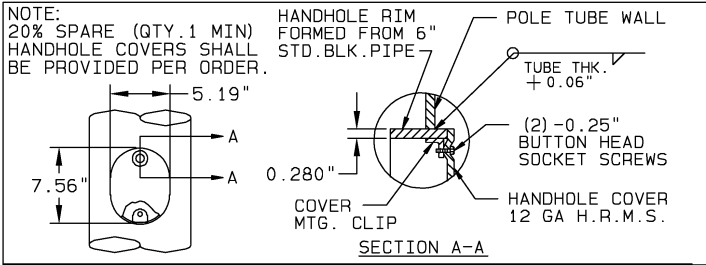
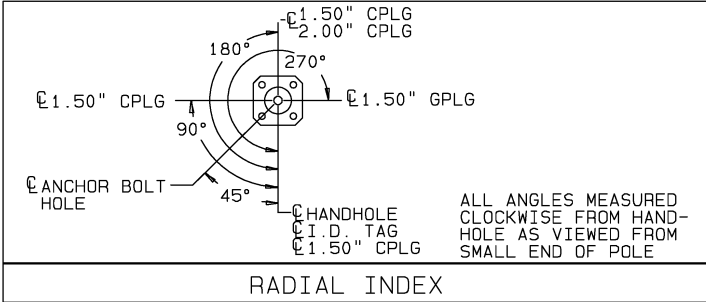
DETAIL 1 ANCHOR BOLT



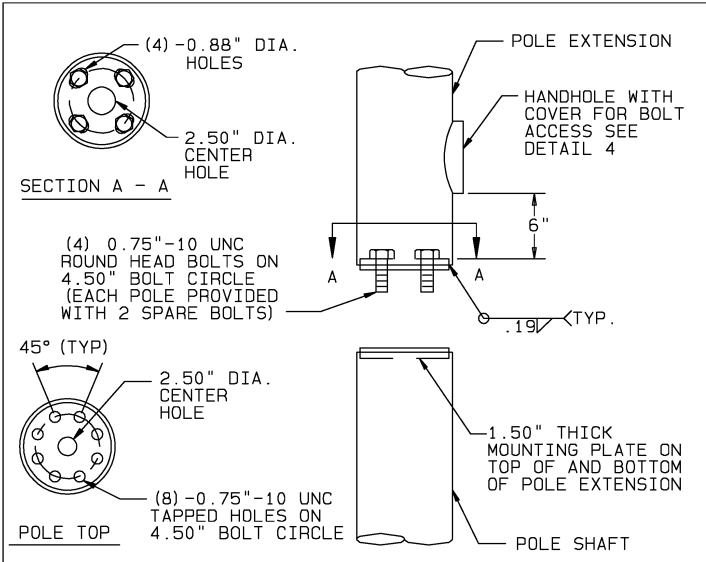
DETAIL 3 POLE TOP



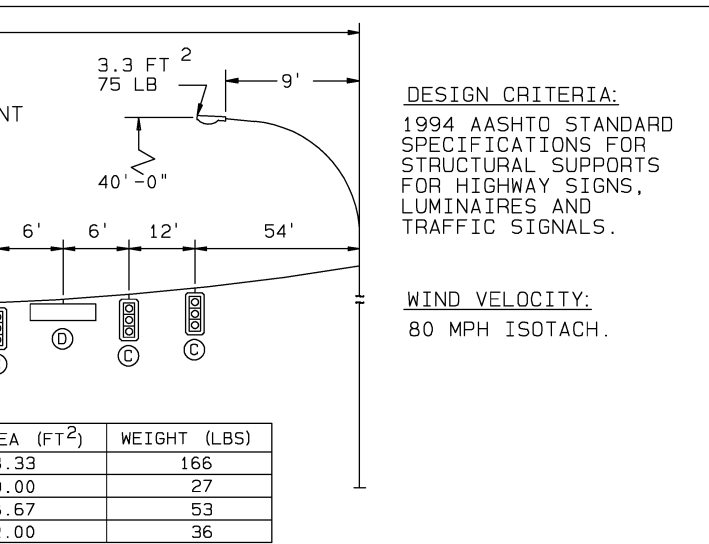
MAX. LOADING INFORMATION



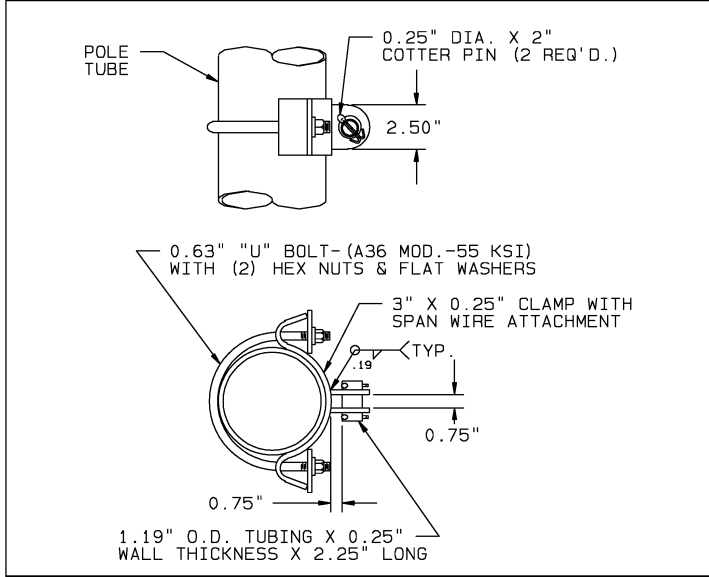
DETAIL 4 HANDHOLE



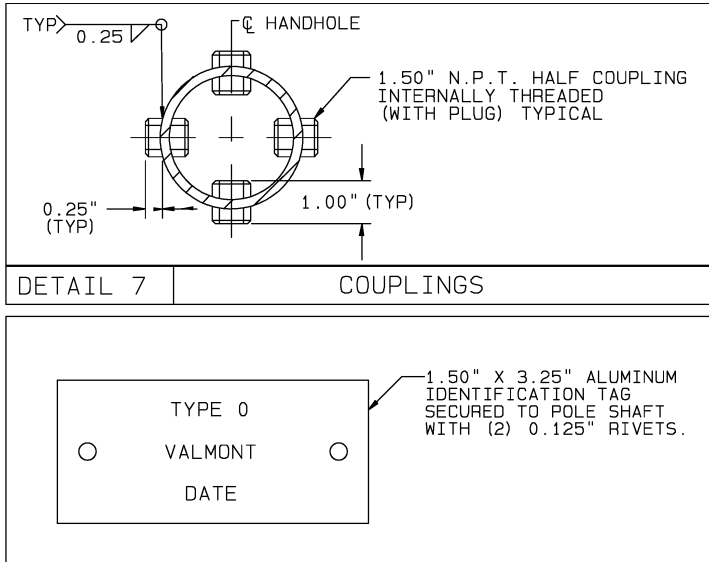
DETAIL 5 POLE EXTENSION CONNECTION



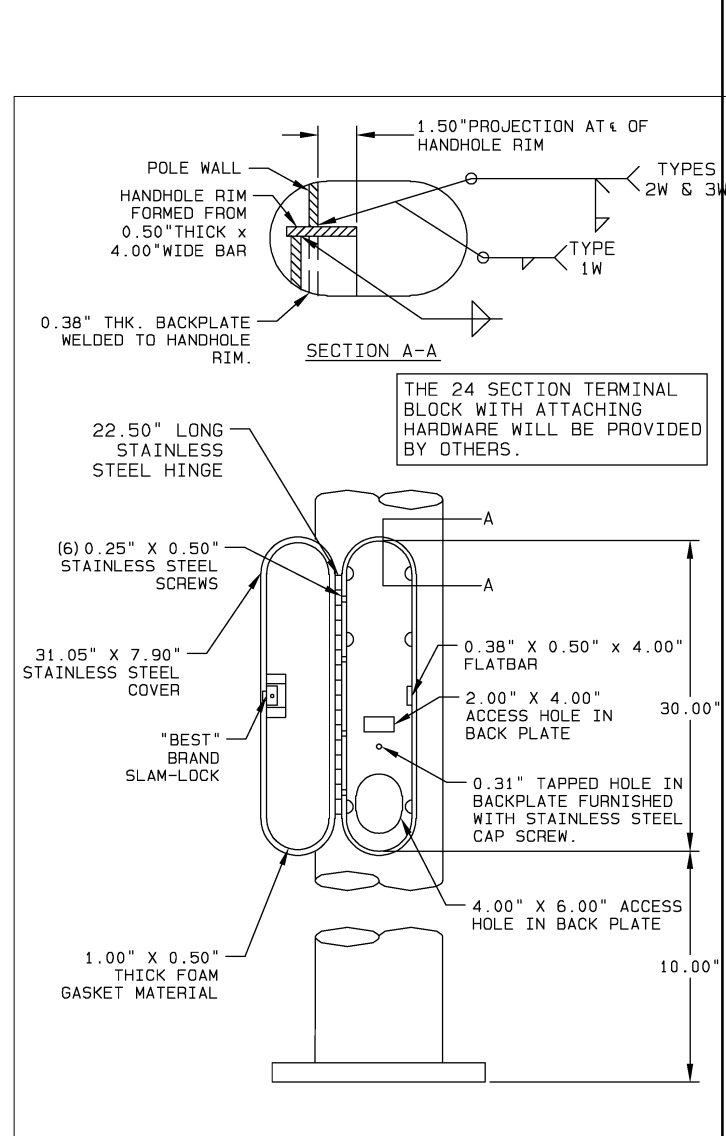
DETAIL 6 SPAN WIRE CLAMP



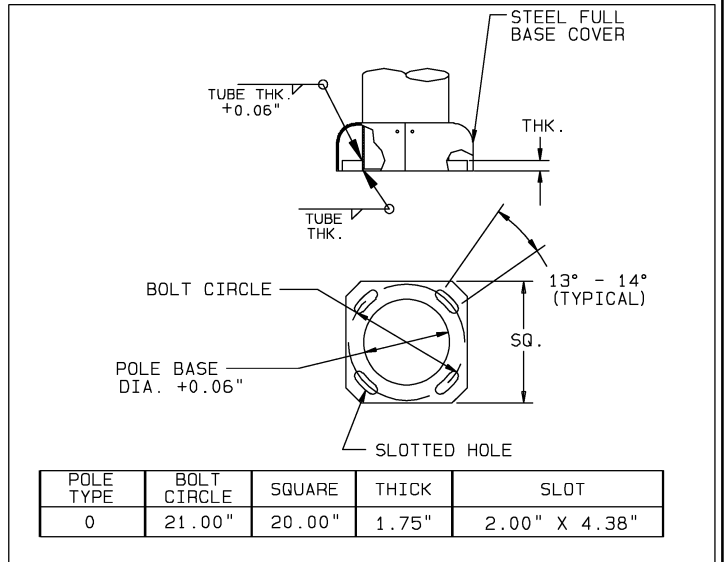
DETAIL 7 COUPLINGS



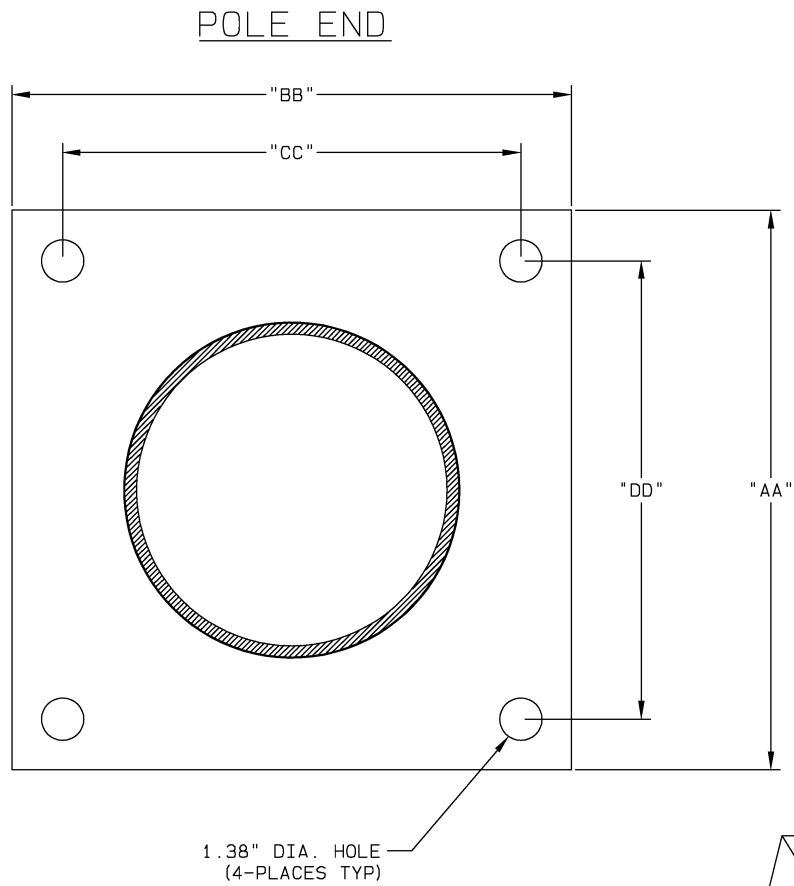
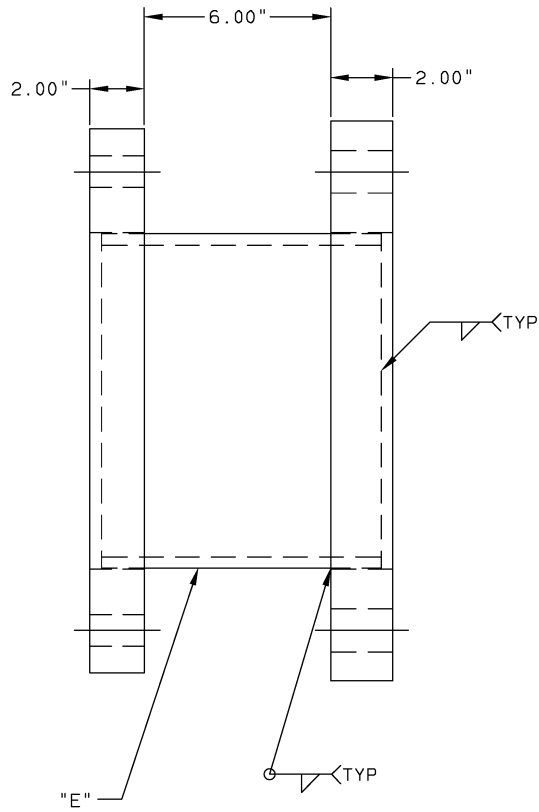
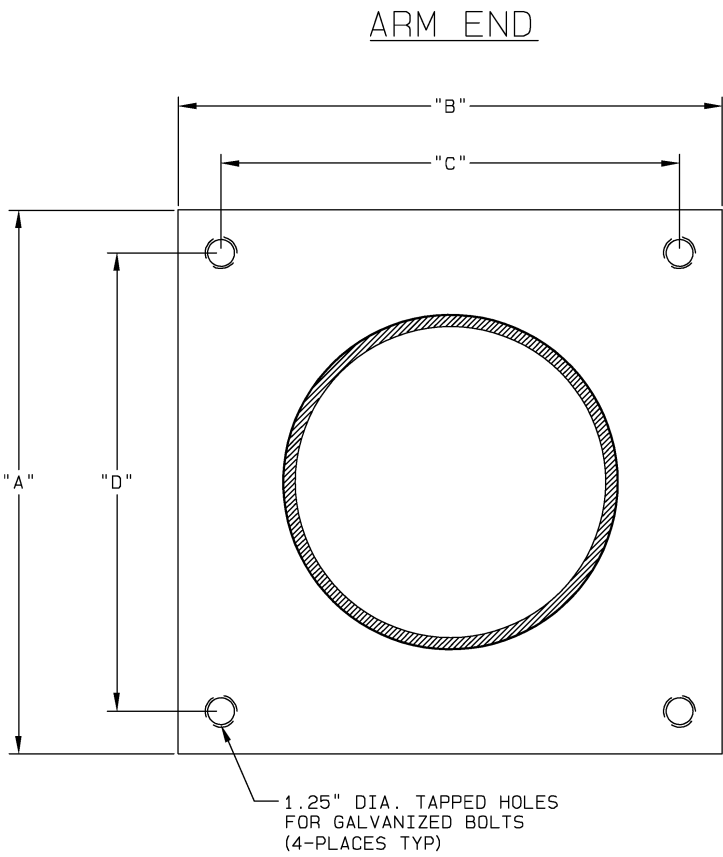
DETAIL 8 I.D. TAG



DETAIL 9 BASE HANDHOLE



DETAIL 10 POLE BASE



MAST ARM ADAPTOR PLATE

MAST ARM ADAPTOR ATTACHMENT DATA

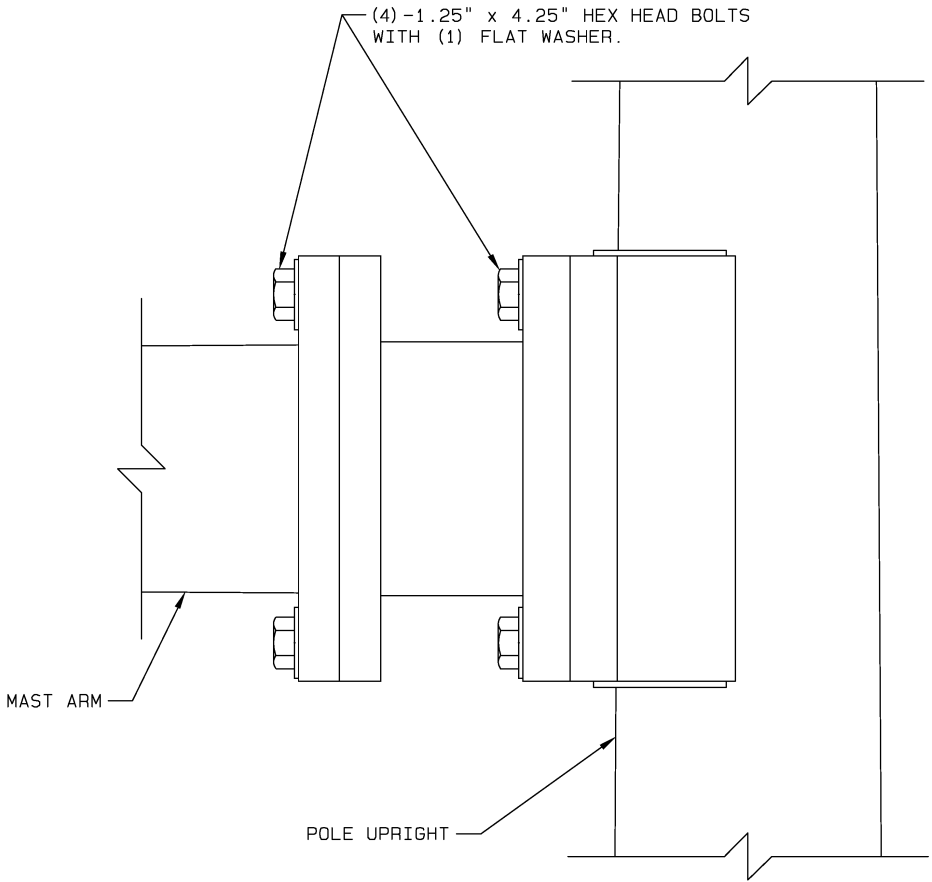
ITEM	ARM END PLATE				CONNECTING SHAFT	POLE END PLATE			
	"A"	"B"	"C"	"D"	"E"	"AA"	"BB"	"CC"	"DD"
TYPE 1 TO TYPE 2 ADAPTOR	18.00"	9.75"	6.50"	14.00"	8.00" O.D. x 0.250" WALL (50 KSI MIN. YIELD STRENGTH)	18.00"	18.00"	14.75"	14.75"
TYPE 2 TO TYPE 3 ADAPTOR	18.00"	18.00"	14.75"	14.75"	10.75" O.D. x 0.365" WALL (36 KSI MIN. YIELD STRENGTH)	19.25"	19.25"	16.00"	16.00"

MATERIAL DATA

COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)	COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
SIMPLEX PLATES	A36	36			
CONNECTING BOLTS	A325	--			
GALVANIZING-HARDWARE	HOT DIP ZINC	--			

SYSTEM: GALVANIZED (GV)  
BASE COAT: HOT-DIP GALVANIZED TO ASTM A123  
PRIME COAT: NONE  
FINISH COAT: NONE  
COLOR: NONE  
SPEC: F-1

FINISH DATA



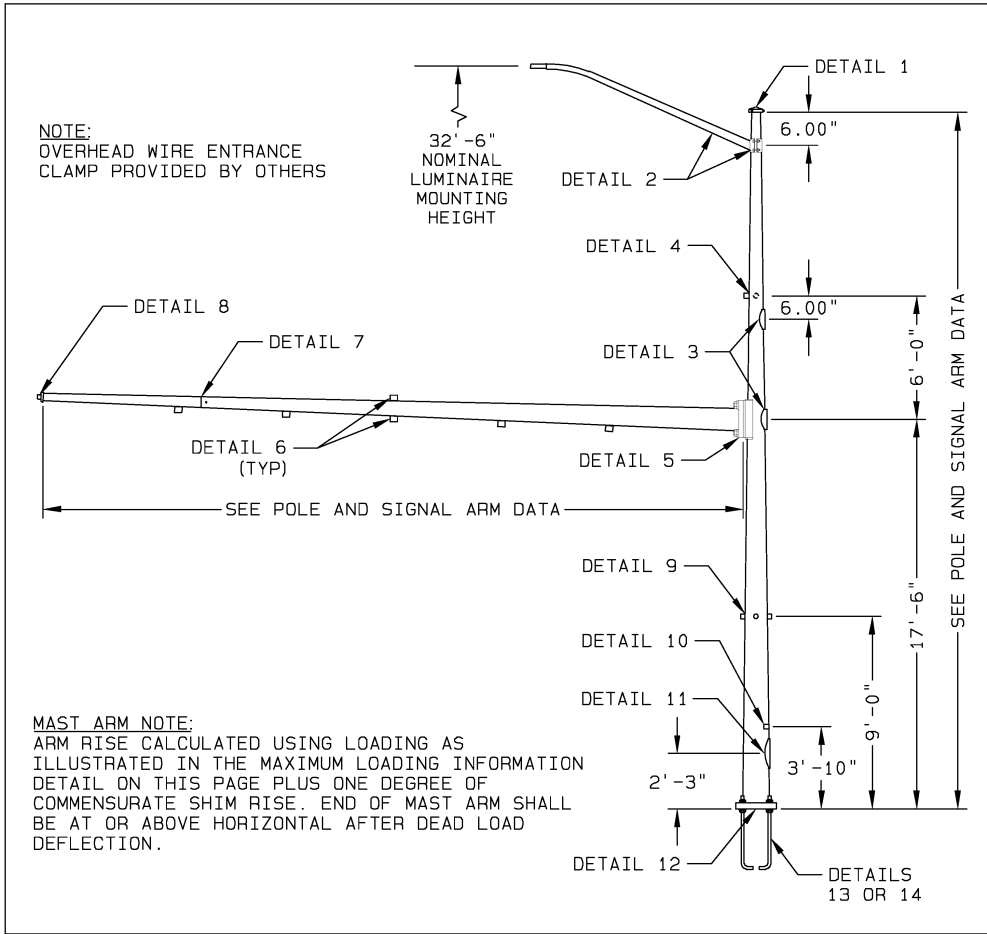
ATTACHMENT VIEW

TITLE CITY OF AUSTIN, TX  
TYPE 1 & TYPE 2 MAST ARM ADAPATOR PLATES

VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.

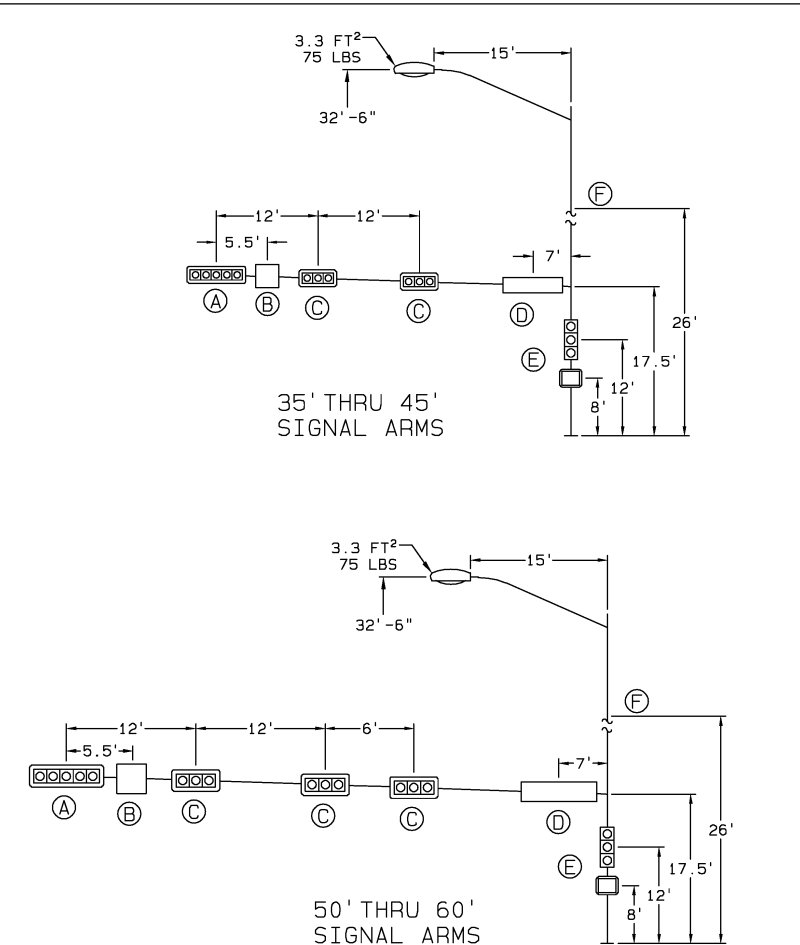
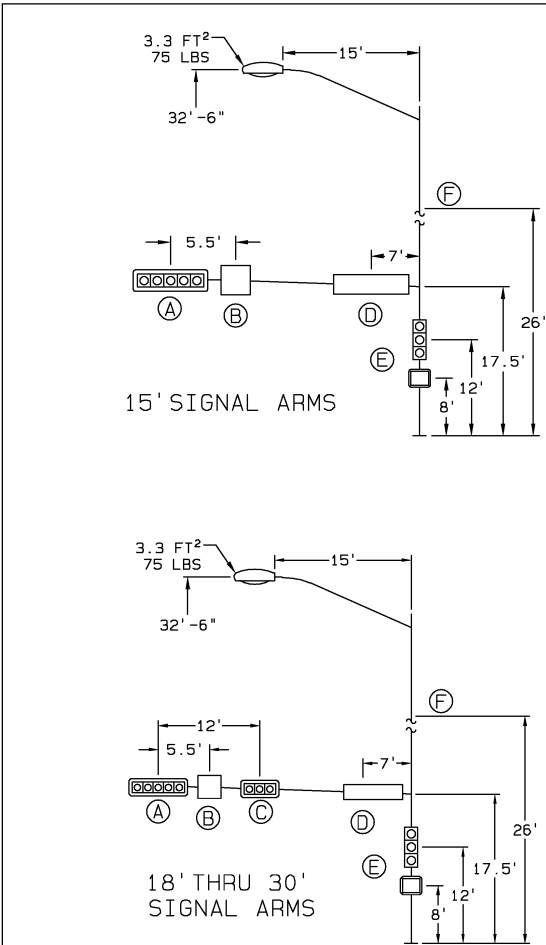
**valmont**  
Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 4 OF 4  
DRAWING NUMBER DB00410  
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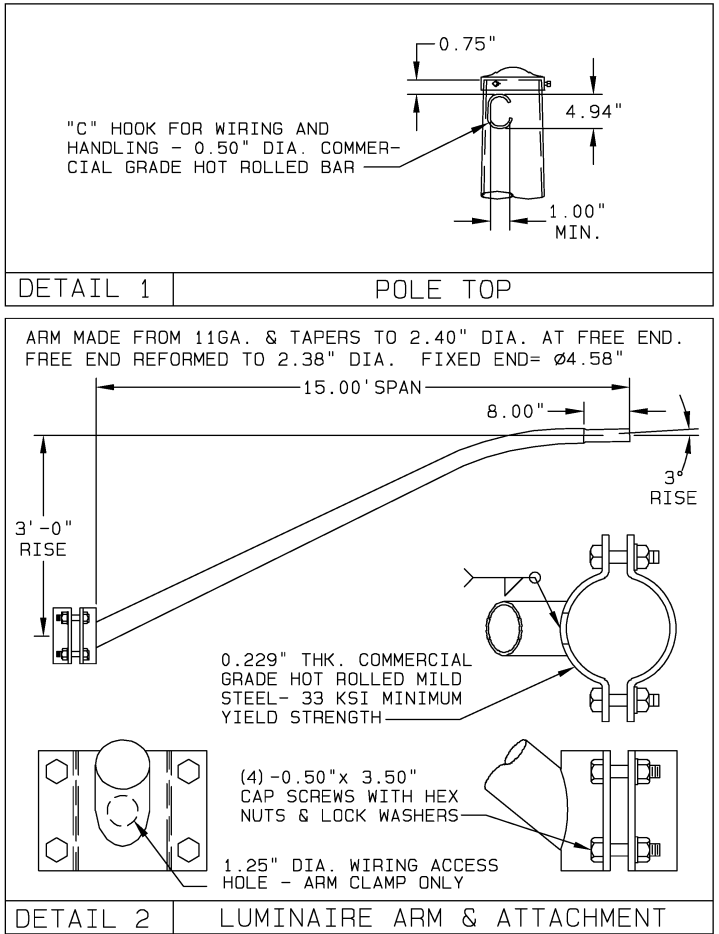
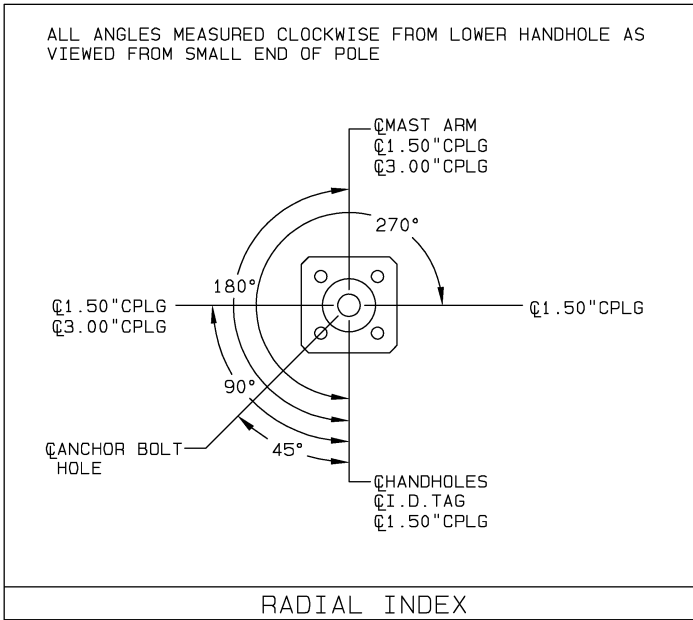


MATERIAL DATA									
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)		COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)			
POLE SHAFTS (TYPE 1)	A595 GR.A	55		LUM.ARM CONN. BOLTS	F3125 GR.A325	--			
POLE SHAFTS (TYPE 2&3)	A572 GR.65	65		ANCHOR BOLTS	F1554 GR.55	55			
MAST ARM SHAFTS	A595 GR.A	55		GALVANIZING	A123	--			
LUMINAIRE ARM SHAFT	A595 GR.A	55		GALVANIZING-HARDWARE	HOT DIP ZINC	--			
BASE PLATES	A36	36							
ARM ATTACHMENTS	A36	36							
MAST ARM CONN. BOLTS	F3125 GR.A325	--							

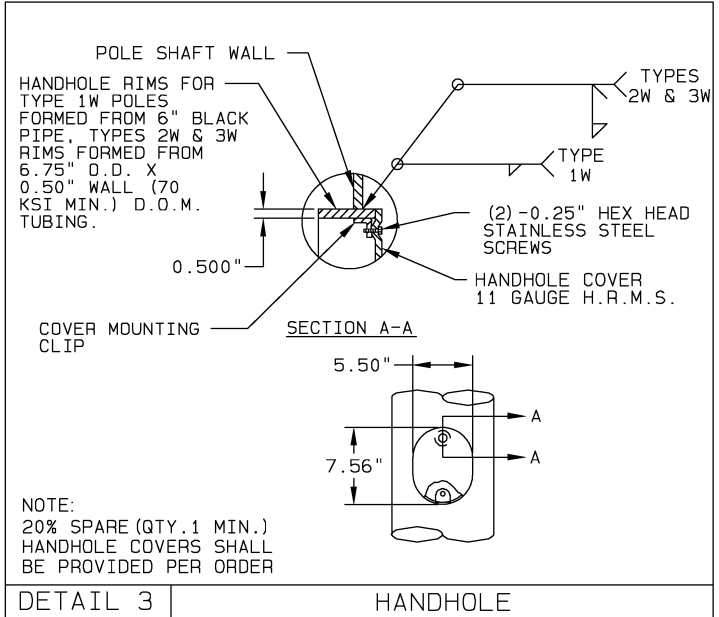
POLE AND SIGNAL ARM DATA														
POLE TYPE	POLE TUBE				SIGNAL ARM TUBE				SIGNAL ARM COUPLING LOCATIONS & ORIENTATIONS (*OPTIONAL SIGNAL SPACING)					
	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	ARM SPAN (FT)	FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THICK (IN)	COUPLING DISTANCE FROM END OF ARM. / ANGLES CW. FROM TOP OF SIMPLEX AS VIEWED FROM SMALL END OF MAST ARM.					
1W	12.50	8.30	30.00	3	15.00	6.00	3.90	7						7.5' / 0°
					18.00	6.00	3.48	7	12' / 180°					9' / 0°
					20.00	6.00	3.20	7	12' / 180°					10' / 0°
					25.00	7.00	3.50	7	12' / 180°					12.5' / 0°
					30.00	8.00	3.80	7	12' / 180°					15' / 0°
2W	13.50	9.30	30.00	0.2188	35.00	9.00	4.10	7	12' / 180°		24' / 180°			17.5' / 0°
					40.00	10.00	4.40	7	12' / 180°	*18' / 180°	24' / 180°	*30' / 180°		20' / 0°
					45.00	10.50	4.20	7	12' / 180°	*18' / 180°	24' / 180°	*30' / 180°		22.5' / 0°
3W	16.00	11.80	30.00	0.2188	50.00	12.00	5.00	7	12' / 180°	*18' / 180°	24' / 180°	*30' / 180°	36' / 180°	25' / 0°
					55.00	13.00	5.53	DET.7	12' / 180°	*18' / 180°	24' / 180°	*30' / 180°	36' / 180°	27.5' / 0°
					60.00	13.00	4.83	DET.7	12' / 180°	*18' / 180°	24' / 180°	*30' / 180°	36' / 180°	30' / 0°



DESIGN CRITERIA:			
1994 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS.			
WIND VELOCITY:			
80 MPH ISOTACH.			
MAX. LOADING INFORMATION			
DEVICE	DESCRIPTION	PROJ.AREA (SQ.FT.)	WEIGHT (LBS.)
(A)	12"-5 SEC. SIGNAL W/BACKPLATES	15.00	85
(B)	36" X 36" DIRECTIONAL SIGN	9.00	27
(C)	12"-3 SEC. SIGNAL W/BACKPLATES	9.00	53
(D)	26" X 84" STREET NAME SIGN	15.00	36
(E)	PEDESTRIAN SIGNAL HEADS	8.00	80
(F)	OVERHEAD WIRE ENTRANCE	64.00	200



CLAMP-ON LUMINAIRE ARM RANGE		
POLE TYPE	MIN. CLAMP O.D. (IN)	MAX CLAMP O.D. (IN)
1W	7.69	9.00
2W	8.69	10.00
3W	10.69	12.00

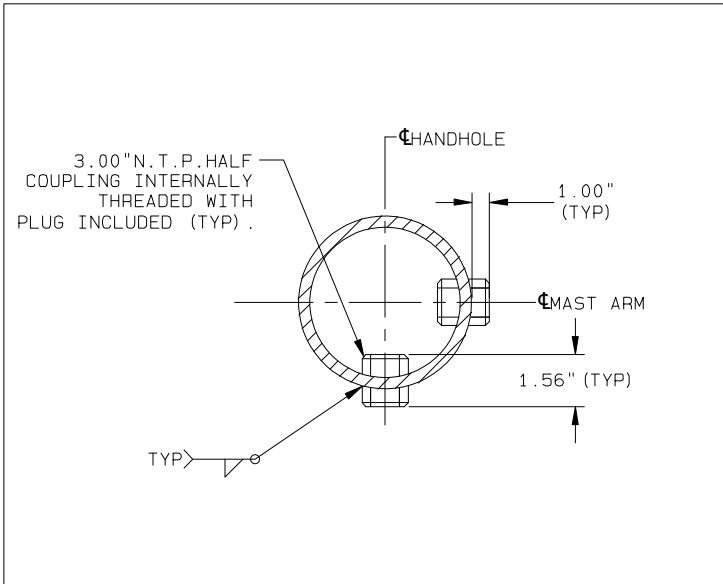


F	JWK3 04/02/20	JWK3 04/02/20	ADDED LUMINAIRE CLAMP RANGE TABLE
E	GR7 07/03/19	JWK3 07/17/19	UPDATE MATERIAL DATA & REV. DET. 5 AND 11
D	AC19 07/30/13	AC19 07/30/13	LOC.BASE HH/TOP HH'S TO BE THE SAME
---	DJT 05/08/01		
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION

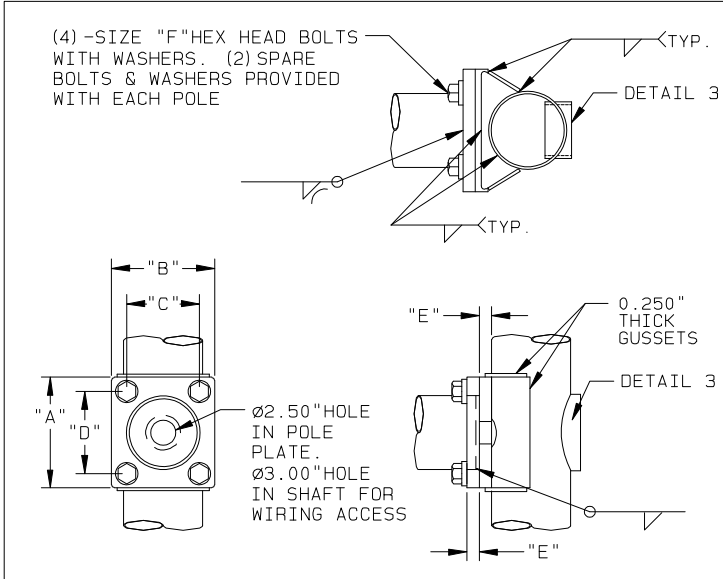
TITLE	CITY OF AUSTIN, TX.
	MASTARM TRAFFIC STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.	<b>valmont</b> Valley, NE 68064 (402) 359-2201
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PAGE NUMBER: 1 OF 2	
DRAWING NUMBER	REV
DB00591	F

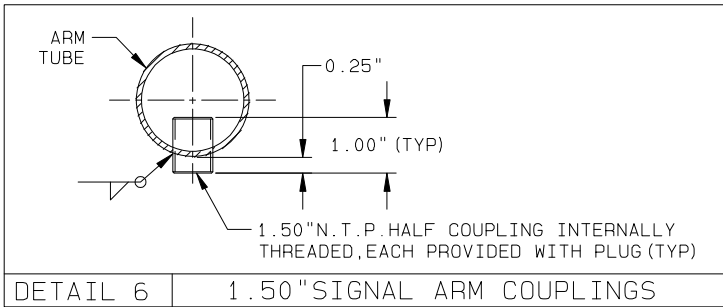


DETAIL 4 3.00"POLE COUPLINGS

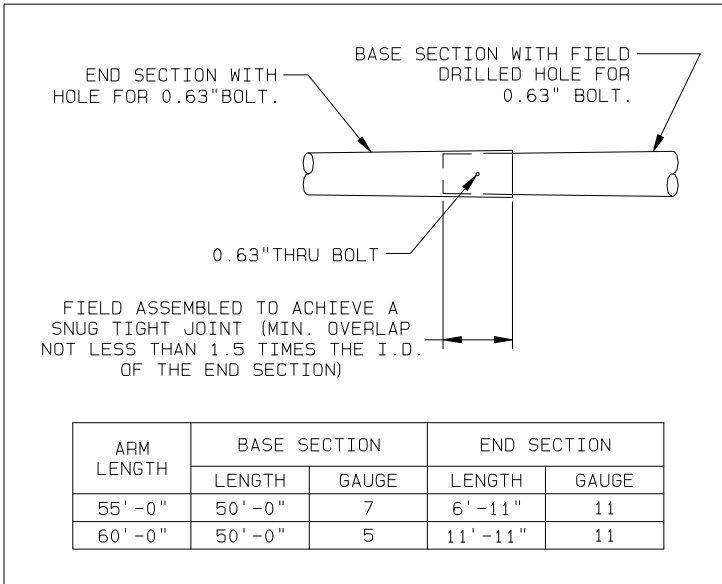


DETAIL 5 SIGNAL ARM ATTACHMENT

SIGNAL ARM ATTACHMENT DATA						
POLE TYPE	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
1W	18.00	11.25	6.50	14.00	2.00	1.25"-7UNC X 4.25"LG
2W	18.00	18.00	14.75	14.75	2.00	1.25"-7UNC X 4.25"LG
3W	19.25	19.25	16.00	16.00	2.00	1.25"-7UNC X 4.25"LG

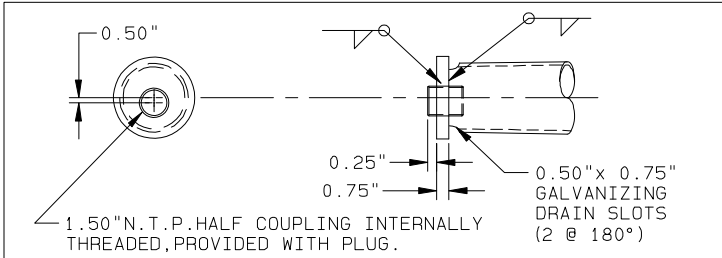


DETAIL 6 1.50"SIGNAL ARM COUPLINGS

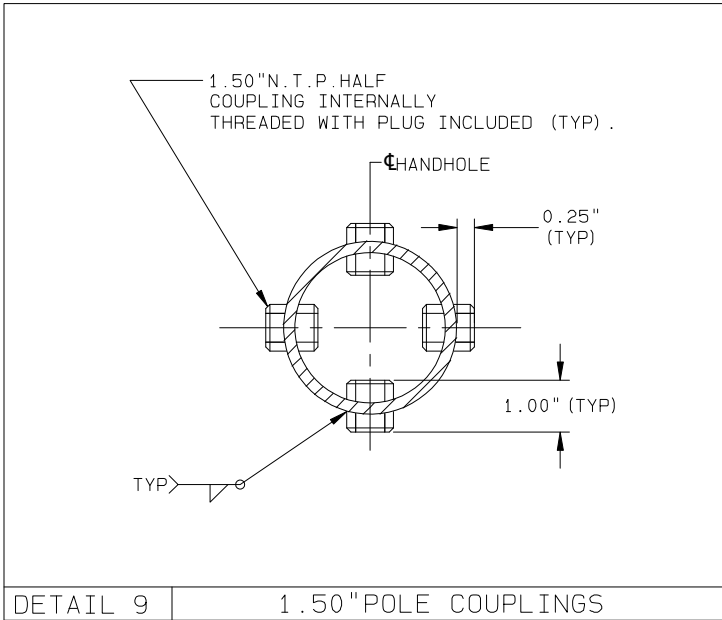


DETAIL 7 SIGNAL ARM SLIP JOINT

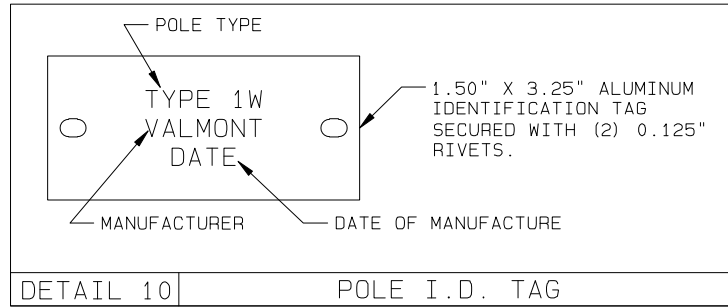
ARM LENGTH	BASE SECTION		END SECTION	
	LENGTH	GAUGE	LENGTH	GAUGE
55'-0"	50'-0"	7	6'-11"	11
60'-0"	50'-0"	5	11'-11"	11



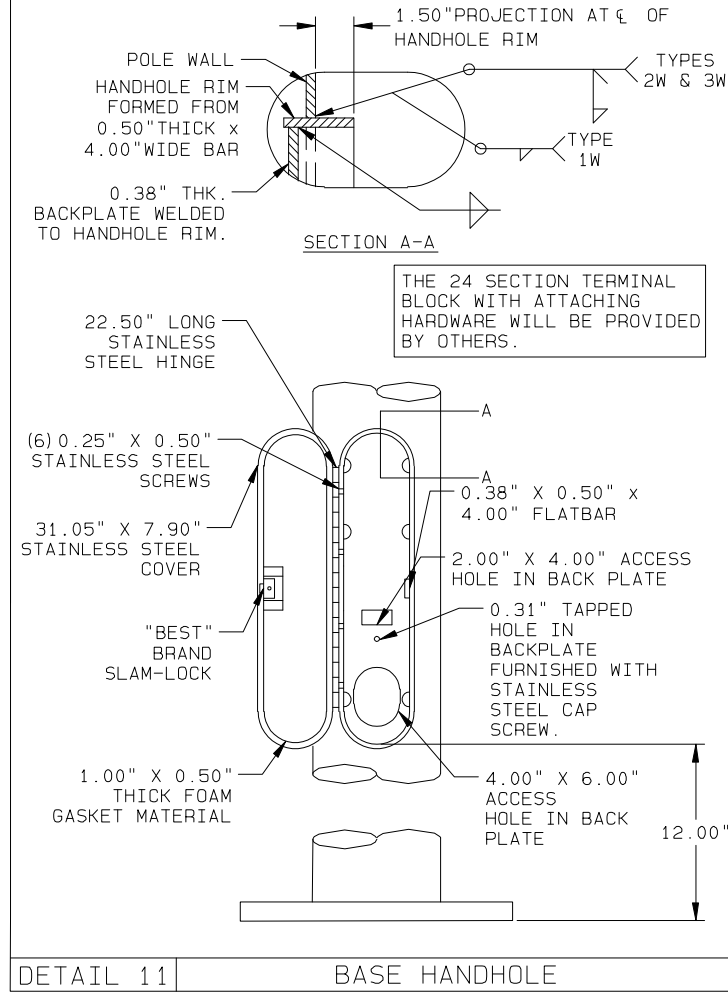
DETAIL 8 SIGNAL ARM END BRACKET



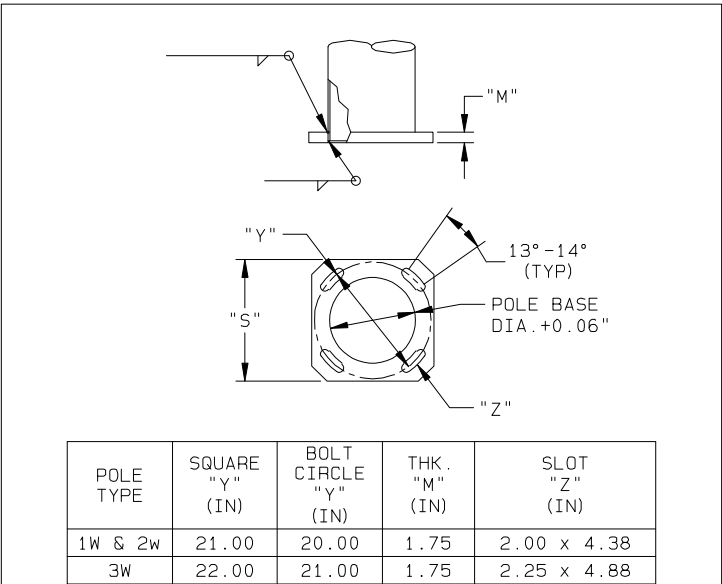
DETAIL 9 1.50"POLE COUPLINGS



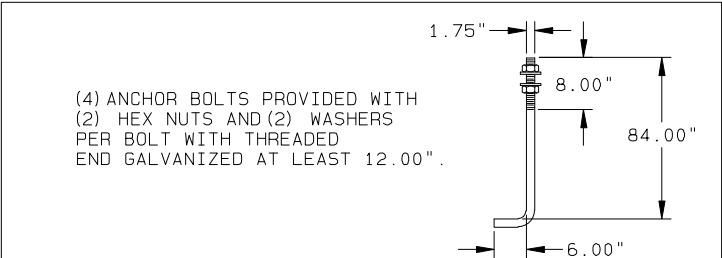
DETAIL 10 POLE I.D. TAG



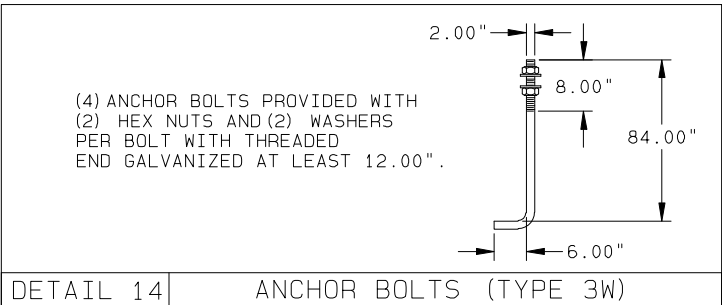
DETAIL 11 BASE HANDHOLE



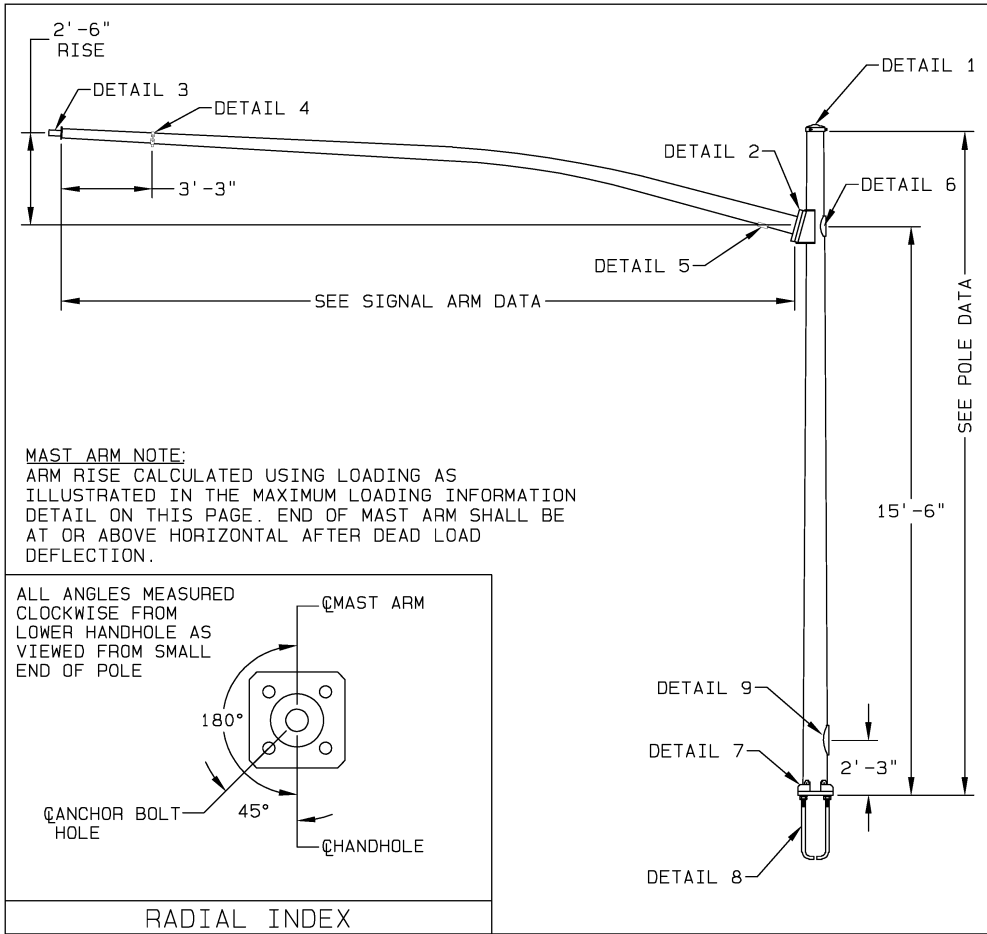
DETAIL 12 POLE BASE



DETAIL 13 ANCHOR BOLTS (TYPES W1 & 2W)



DETAIL 14 ANCHOR BOLTS (TYPE 3W)



MATERIAL DATA							
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)	COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)		
POLE SHAFT	A595 GR.A	55	ANCHOR BOLTS	F1554 GR.55	55		
ARM SHAFT	A595 GR.A	55	GALVANIZING	A123			
BASE PLATE	A36	36	GALVANIZING HARDWARE	HOT DIP ZINC			
ARM ATTACHMENT	A36	36					
MAST ARM CONN.BOLTS	F3125 GR.A325						

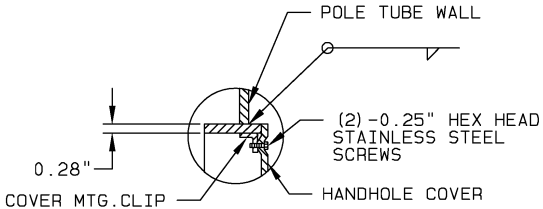
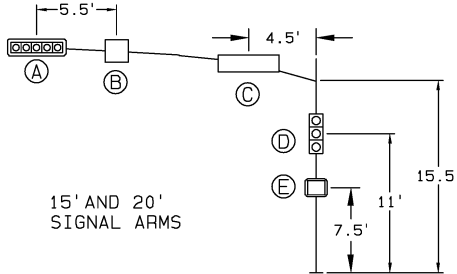
POLE DATA								
TYPE	POLE TUBE				ANCHOR BOLT			
	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	DIA. "K" (IN)	LENGTH "J" (IN)	HOOK "H" (IN)	THREAD LENGTH "U" (IN)
OS 1	8.00	5.48	18.00	3	1.25	42.00	6.00	6.00

SIGNAL ARM DATA									
ARM SPAN (FT)	ARM TUBE			ARM ATTACHMENT DATA					
	BASE DIA. (IN)	TOP DIA. (IN)	GAUGE OR THK. (IN)	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)
15	5.85	3.75	7	10.63	7.75	4.75	7.63	1.25	1.00"-8UNC X 2.75"LG
20	5.85	3.05	7	10.63	7.75	4.75	7.63	1.25	1.00"-8UNC X 2.75"LG

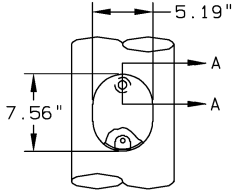
DEVICE	DESCRIPTION	PROJ. AREA (SQ.FT.)	WEIGHT (LBS.)
(A)	5 SEC. SIGNAL W/BACKPLATES	15.00	85
(B)	36" X 36" DIRECTIONAL SIGN	9.00	15
(C)	24" X 72" STREET NAME SIGN	12.00	15
(D)	3 SEC. SIGNAL W/BACKPLATES	15.00	55
(E)	PEDESTRIAN SIGNAL HEADS	4.50	80

DESIGN CRITERIA:  
1994 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS.

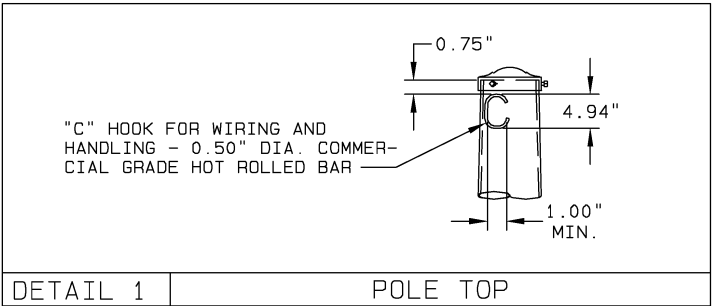
WIND VELOCITY:  
80 MPH ISOTACH.



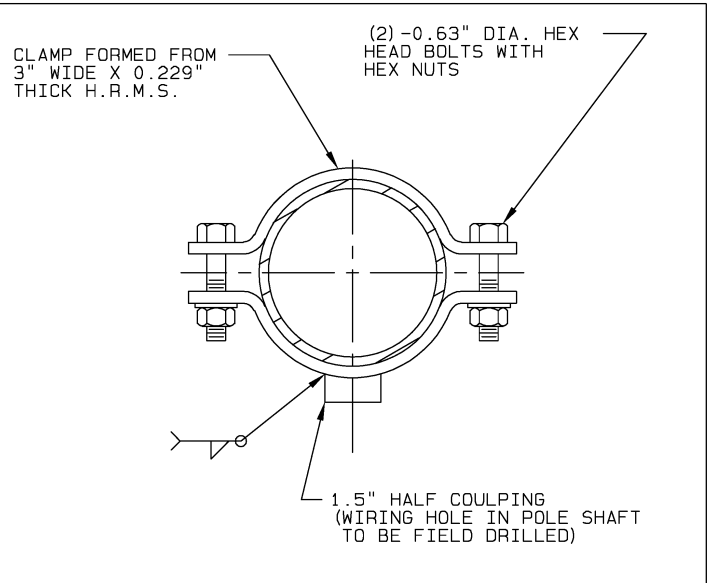
SECTION A-A



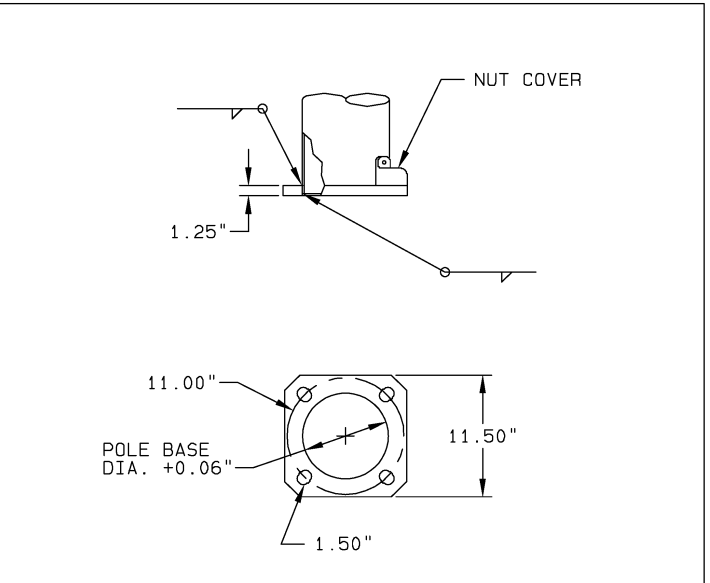
DETAIL 6 4"x6.5" HANDHOLE



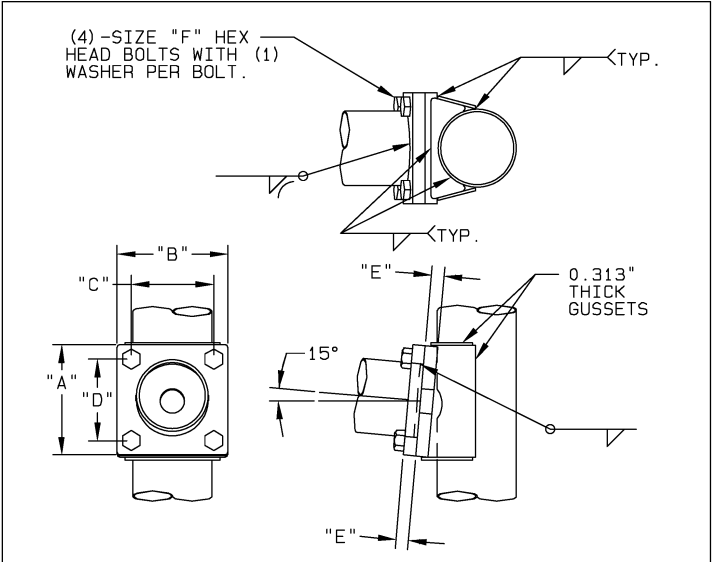
DETAIL 1 POLE TOP



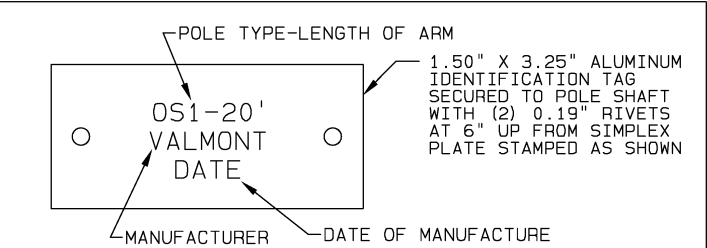
DETAIL 4 POLE MOUNTING SIGNAL BRACKET



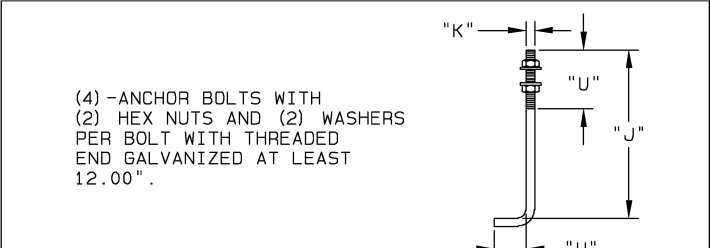
DETAIL 7 POLE BASE



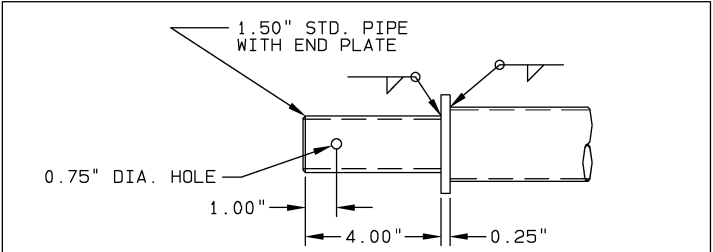
DETAIL 2 SIGNAL ARM ATTACHMENT



DETAIL 5 ARM I.D. TAG



DETAIL 8 ANCHOR BOLT



DETAIL 3 SIGNAL ARM END TENON

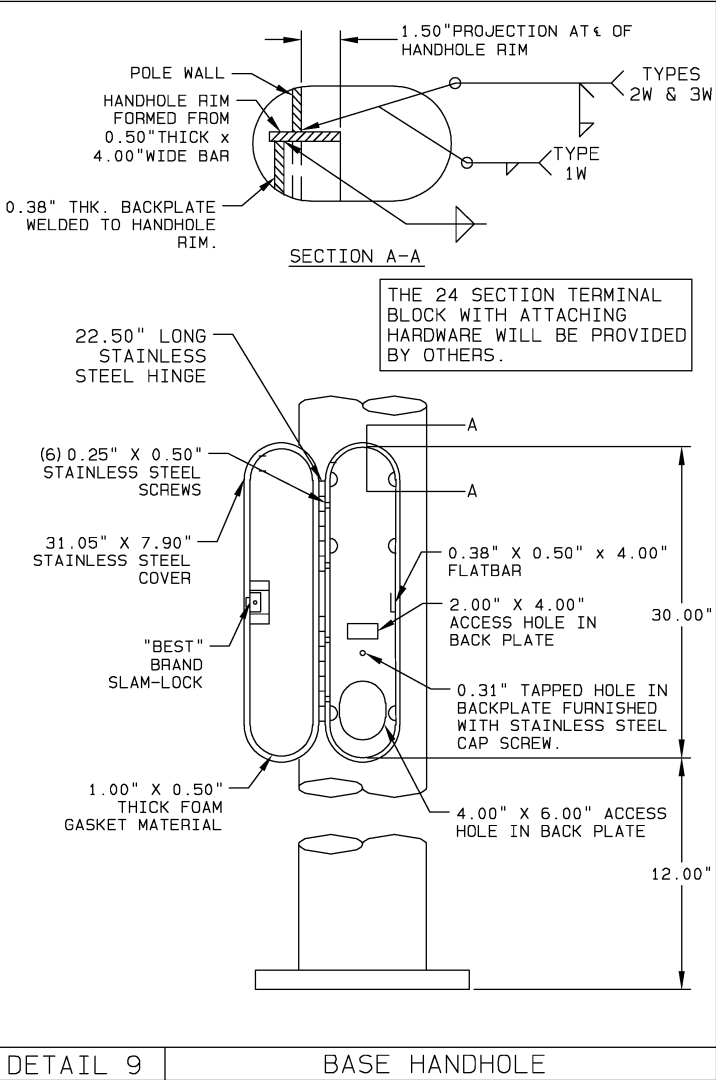
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION
A	GR7 07/17/19	JWK3 07/19/19	UPDATE MATERIAL DATA, HANDHOLES
—	AC19 11/07/13	BDS 11/08/13	— — — — —

TITLE CITY OF AUSTIN, TX.  
TYPE OS1 POLE WITH CURVED MAST ARM  
TRAFFIC SIGNAL STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.

**valmont**  
Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 1 OF 4	REV
DRAWING NUMBER	DB01071
	A

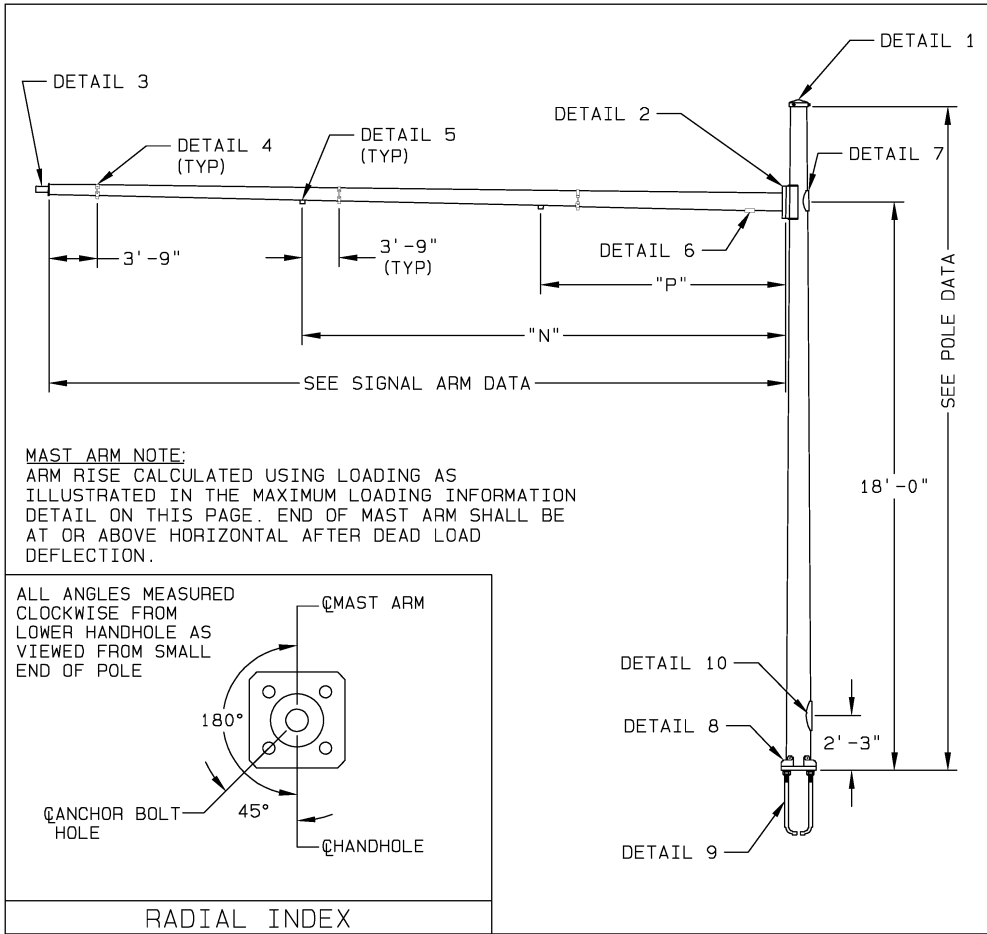


TITLE CITY OF AUSTIN, TX.  
TYPE OS1 POLE WITH CURVED MAST ARM  
TRAFFIC SIGNAL STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES  
THE RIGHT TO INSTALL VARIOUS,  
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Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 2 OF 4  
DRAWING NUMBER REV  
DB01071 A



MAST ARM NOTE:  
ARM RISE CALCULATED USING LOADING AS  
ILLUSTRATED IN THE MAXIMUM LOADING INFORMATION  
DETAIL ON THIS PAGE. END OF MAST ARM SHALL BE  
AT OR ABOVE HORIZONTAL AFTER DEAD LOAD  
DEFLECTION.

ALL ANGLES MEASURED  
CLOCKWISE FROM  
LOWER HANDHOLE AS  
VIEWED FROM SMALL  
END OF POLE

MATERIAL DATA								
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)	COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)			
POLE SHAFT	A595 GR.A	55	ANCHOR BOLTS	F1554 GR.55	55			
ARM SHAFT	A595 GR.A	55	GALVANIZING	A123				
BASE PLATE	A36	36	GALVANIZING HARDWARE	HOT DIP ZINC				
ARM ATTACHMENT	A36	36						
MAST ARM CONN.BOLTS	F3125 GR.A325							

POLE DATA								
TYPE	POLE TUBE				ANCHOR BOLT			
	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	DIA. "K" (IN)	LENGTH "J" (IN)	HOOK "H" (IN)	THREAD LENGTH "U" (IN)
OS 2	11.00	8.13	20.50	7	1.50	54.00	6.00	8.00

SIGNAL ARM DATA											
ARM SPAN (FT)	ARM TUBE			ARM ATTACHMENT DATA							ARM COUPLING LOCATION
	BASE DIA. (IN)	TOP DIA. (IN)	GAUGE OR THK. (IN)	"A" (IN)	"B" (IN)	"C" (IN)	"D" (IN)	"E" (IN)	"F" (IN)	"N" (FT)	"P" (FT)
24	7.00	3.64	7	17.50	10.00	6.50	14.00	1.75	1.25"-7UNC X 3.75"LG	11.75	N/A
34	8.00	3.24	7	17.50	10.00	6.50	14.00	1.75	1.25"-7UNC X 3.75"LG	19.00	13.00

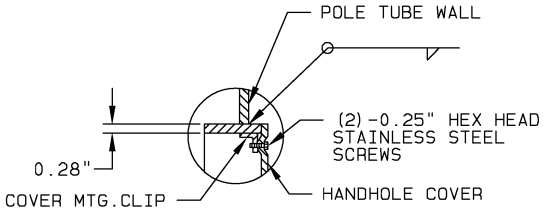
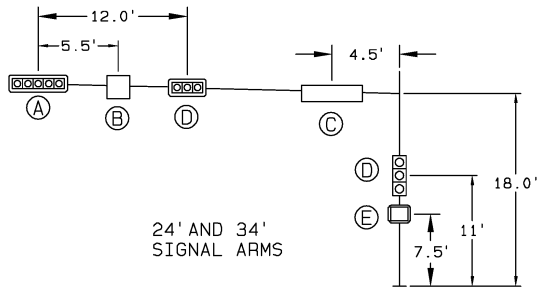
DEVICE	DESCRIPTION	PROJ. AREA (SQ.FT.)	WEIGHT (LBS.)
(A)	5 SEC. SIGNAL W/BACKPLATES	15.00	85
(B)	36" X 36" DIRECTIONAL SIGN	9.00	15
(C)	24" X 72" STREET NAME SIGN	12.00	15
(D)	3 SEC. SIGNAL W/BACKPLATES	15.00	55
(E)	PEDESTRIAN SIGNAL HEADS	4.50	80

DESIGN CRITERIA:

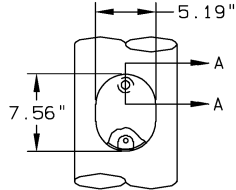
1994 AASHTO STANDARD SPECIFICATIONS  
FOR STRUCTURAL SUPPORTS FOR HIGHWAY  
SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS.

WIND VELOCITY:

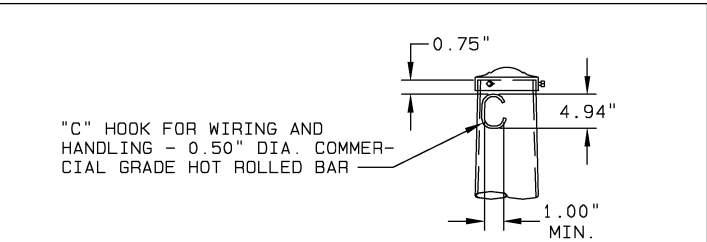
80 MPH ISOTACH.



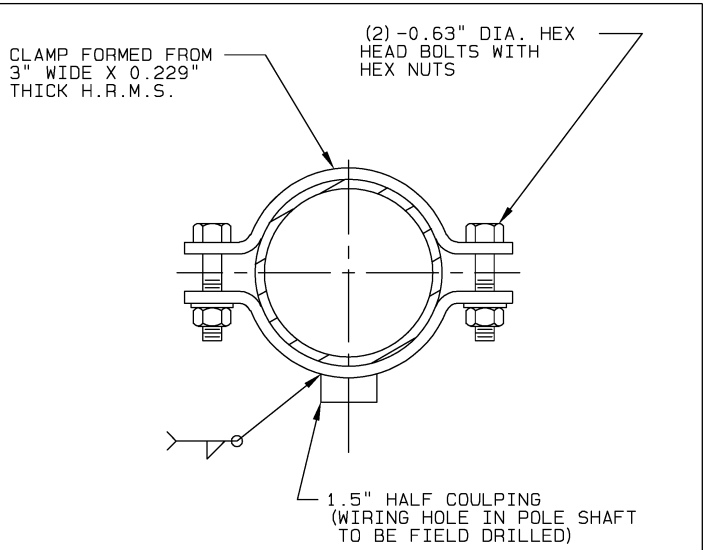
SECTION A-A



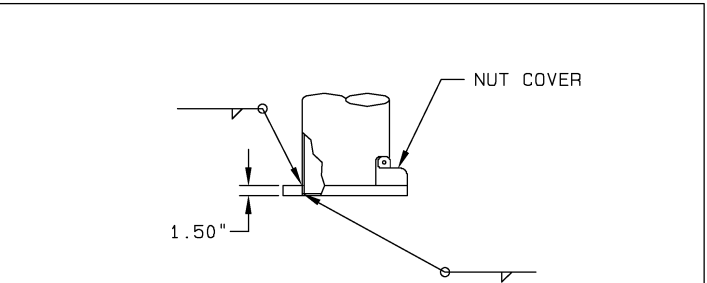
DETAIL 7 4"x6.5" HANDHOLE



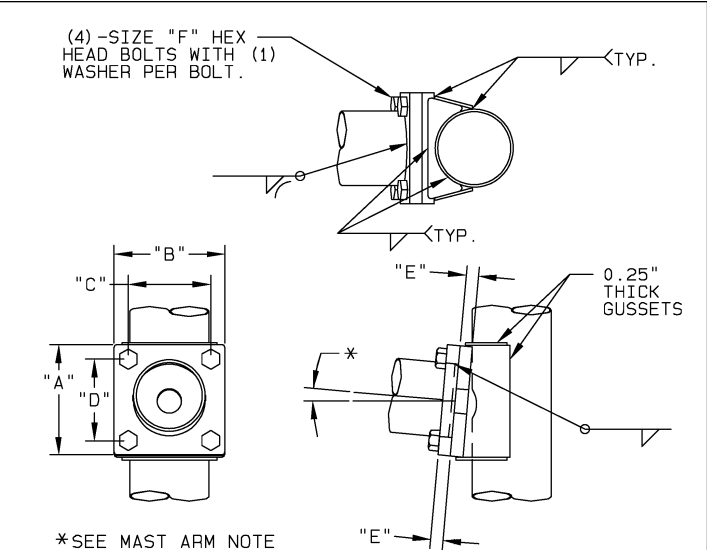
DETAIL 1 POLE TOP



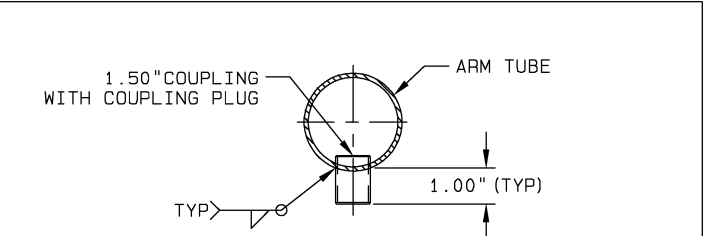
DETAIL 4 POLE MOUNTING SIGNAL BRACKET



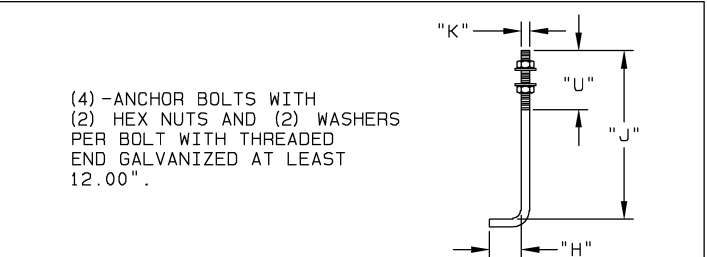
DETAIL 8 POLE BASE



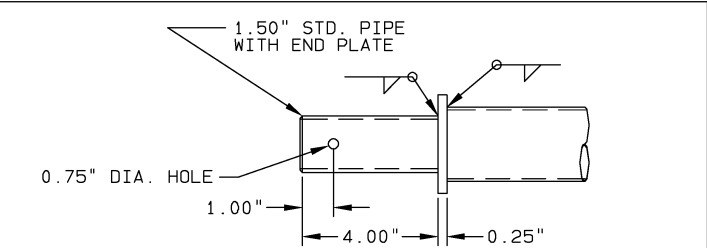
DETAIL 2 SIGNAL ARM ATTACHMENT



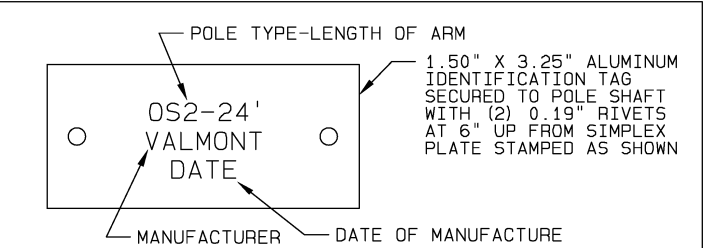
DETAIL 5 SIGNAL ARM COUPLING



DETAIL 9 ANCHOR BOLT



DETAIL 3 SIGNAL ARM END TENON



DETAIL 6 ARM I.D. TAG

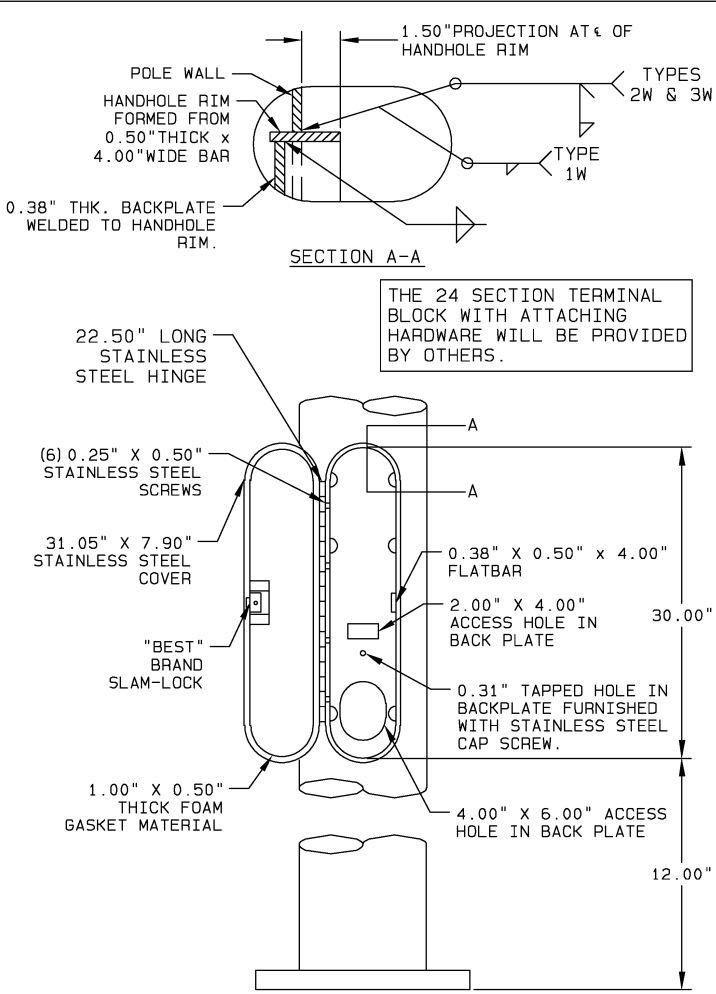
TITLE CITY OF AUSTIN, TX.  
TYPE OS2 POLE WITH STRAIGHT MAST ARM  
TRAFFIC SIGNAL STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES  
THE RIGHT TO INSTALL VARIOUS,  
ENGINEER APPROVED, MATERIAL HANGING  
ACCOMMODATIONS TO FACILITATE THE  
MANUFACTURING PROCESS.

**valmont**  
Valley, NE 68064  
(402) 359-2201

PAGE NUMBER: 3 OF 4  
DRAWING NUMBER DB01071  
REV A





DETAIL 10 BASE HANDHOLE





**BID SHEET V.2 05/14/2020  
CITY OF AUSTIN  
STEEL POLES AND MAST ARMS**

**SOLICITATION NO. IFB 2400 BJT1013REBID**

**BUYER: Bartley Tyler**

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

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

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

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

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - SIGNAL POLES AND MAST ARMS. Poles shall include all hardware identified in the specifications**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Type 0 Pole (galvanized)	EACH	2	\$2,965.00	\$5,930.00
1.2	Type 1 Pole (galvanized)	EACH	10	\$3,572.00	\$35,720.00
1.3	Type 1W Pole (galvanized)	EACH	40	\$4,205.00	\$168,200.00
1.4	Type 2 Pole (galvanized)	EACH	24	\$3,768.00	\$90,432.00
1.5	Type 2W Pole (galvanized)	EACH	35	\$4,385.00	\$153,475.00
1.6	Type 3 Pole (galvanized)	EACH	16	\$4,120.00	\$65,920.00
1.7	Type 3W Pole (galvanized)	EACH	17	\$4,926.00	\$83,742.00
1.8	Type OS 1 Signal Pole (galvanized)	EACH	10	\$2,516.00	\$25,160.00
1.9	Type OS 2 Signal Pole (galvanized)	EACH	7	\$3,020.00	\$21,140.00
1.10	Type OS 1 15' Mast Arm (galvanized)	EACH	6	\$960.00	\$5,760.00
1.11	Type OS 1 20' Mast Arm (galvanized)	EACH	4	\$1,010.00	\$4,040.00
1.12	Type OS 2 24' Mast Arm (galvanized)	EACH	4	\$1,357.00	\$5,428.00
1.13	Type OS 2 34" Mast Arm (galvanized)	EACH	3	\$1,546.00	\$4,638.00
1.14	15' Mast Arm (galvanized)	EACH	16	\$1,230.00	\$19,680.00
1.15	18' Mast Arm (galvanized)	EACH	1	\$1,260.00	\$1,260.00
1.16	20' Mast Arm (galvanized)	EACH	3	\$1,280.00	\$3,840.00
1.17	25' Mast Arm (galvanized)	EACH	12	\$1,397.00	\$16,764.00
1.18	30' Mast Arm (galvanized)	EACH	14	\$1,610.00	\$22,540.00
1.19	35' Mast Arm (galvanized)	EACH	28	\$1,765.00	\$49,420.00
1.20	40' Mast Arm (galvanized)	EACH	12	\$1,943.00	\$23,316.00
1.21	45' Mast Arm (galvanized)	EACH	28	\$2,140.00	\$59,920.00
1.22	50' Mast Arm (galvanized)	EACH	19	\$2,505.00	\$47,595.00
1.23	55' Mast Arm (galvanized)	EACH	8	\$3,565.00	\$28,520.00
1.24	60' Mast Arm (galvanized)	EACH	8	\$3,615.00	\$28,920.00
1.25	Single Davill Extension Arm (galvanized)	EACH	27	\$984.00	\$26,568.00
1.26	Pole Galv, 25 FT, Galv, W-1 8' Arm, Assy	EACH	16	\$1,193.00	\$19,088.00
1.27	Pole Galv 45 FT W/8 FT Singl Truss Arm	EACH	3	\$1,516.00	\$4,548.00
1.28	Base Alum for 45-50 FT Pole	EACH	3	\$500.00	\$1,500.00
1.29	Adaptor Plate, Type 1 mast arm to Type 2 pole	EACH	8	\$355.00	\$2,840.00
1.30	Adaptor Plate, Type 2 mast arm to Type 3 pole	EACH	8	\$396.00	\$3,168.00
1.31	Clamp on illumination arm, Type 1,2,3	EACH	15	\$590.00	\$8,850.00
1.32	Clamp on illumination arm, Type 1W	EACH	15	\$540.00	\$8,100.00
1.33	Clamp on illumination arm, Type 2W	EACH	15	\$550.00	\$8,250.00
1.34	Clamp on illumination arm, Type 3W	EACH	15	\$560.00	\$8,400.00
1.35	Pole Extension, Type 123	EACH	15	\$355.00	\$5,325.00
1.36	Pole Extension, Type OS 2	EACH	15	\$350.00	\$5,250.00
<b>TOTAL FOR CATEGORY 1 =</b>					<b>\$1,073,247.00</b>

**CATEGORY 2 - DISCOUNT OFF OR MARKUP TO MANUFACTURER 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	Name _____ Number _____		_____ % Discount or _____ % Markup
2.2	Name _____ Number _____		_____ % Discount or _____ % Markup
2.3	Name _____ Number _____		_____ % Discount or _____ % Markup
2.4	Name _____ Number _____		_____ % Discount or _____ % Markup

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:

Current lead time 16-18 weeks. The lead time will vary. please check at time or released order.

DELIVERY METHOD:

COMMON CARRIER (FedEx,UPS) ✓

VENDOR DELIVERY ✗

<u>COMPANY NAME:</u>	WILDCAT ELECTRIC SUPPLY
<u>EMAIL ADDRESS:</u>	lisa.gwin@wildcatelectric.com

**Section 0605: Local Business Presence Identification**

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

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

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

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

**OFFEROR:**

Name of Local Firm	<i>Wildcat Electric Supply</i>	
Physical Address	<i>2061 Clovis Barker Rd #5 San Marcos, TX 78666</i>	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
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	<u>No</u>

**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 \_\_\_\_\_

Wildcat Electric Supply

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

## 1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

Austin Traffic Signal  
Edward Schroeder - Estimating  
TXDOT Bell County 3459-01-006  
4615 Phalen Lane  
Muenster TX 78660  
512 255 9951 Fax Number 512 255-0146  
eschroeder@attcc.com

## 2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

G. Carter.  
Pete Smith - Owner  
TXDOT - Travis County 2100 01-004  
805 W. Bell Blvd  
Cedar Park TX 78613  
512 258-1025 Fax Number 512 258-1026  
pete@gcarterconstruction.com

## 3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

The Levy Company  
Dusty Viebrock - Project Mgr  
US 183 A  
4303 Burch Dr.  
Del Valle, TX 78617  
512 788-2451 Fax Number ( )  
DViebrock@levycompany.com

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

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

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

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

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

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

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



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

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

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

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

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

**Sanctions:**

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

**Term:**

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

Dated this 26 day of May, 2020

CONTRACTOR

Authorized Signature

Title

Wildcat Electric  
[Signature]  
Sales

**Section 0835: Non-Resident Bidder Provisions**

Company Name Wildcat Electric Supply

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

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

Answer: Resident Bidder

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

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

Answer: N/A 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: N/A

**CITY OF AUSTIN, TEXAS**  
**BUY AMERICAN ACT CERTIFICATE**  
(Please duplicate as needed)

**SOLICITATION NO. IFB 2400 BJT1013REBID**

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN	LINE ITEM NO	COUNTRY OF ORIGIN
N/A			

[List as necessary, attach additional sheet if needed]

3. Foreign End Products treated as domestic on an approved Government List: Attach documentation

Line Item No.	N/A	
Country of Origin		
Name of List		
Government Agency Name		
Address		
City, State, Zip Code		
Name of Contact		
Phone number		

[List as necessary, attach additional sheet if needed]

Contractor's Name: WILDCAT ELECTRIC SUPPLY

Signature of Officer  
or Authorized  
Representative:

LISA GWIN

Date: 09/21/2020

Printed Name:

LISA GWIN

Title

SALES

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

SOLICITATION NUMBER: IFB 2400 BJT1013

SOLICITATION TITLE: Steel Poles and Mast Arms

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	Wildcat Electric Supply		
City Vendor ID Code	WIL 8322348		
Physical Address	2061 Clovis Parker #5		
City, State Zip	San Marcos Tx 78666		
Phone Number	512 3968900	Email Address	lisa.gwin@wildcat-electric.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> 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 <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, 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 <b>Request For Change</b> 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 <b>Subcontracting/Sub-Consulting Utilization Plan</b>, 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 <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, 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 <b>Request for Change</b> form.</p>			
Name and Title of Authorized Representative (Print or Type)	<div style="display: flex; justify-content: space-between;"> <span>Lisa Gwin</span> <span><i>[Signature]</i> 5/26/2020</span> </div>		

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

SOLICITATION NUMBER: IFB 2400 BJT1013  
SOLICITATION TITLE: Steel Poles and Mast Arms

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](mailto: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](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

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

**PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2400 BJT1013

SOLICITATION TITLE: Steel Poles and Mast Arms

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

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

SOLICITATION NUMBER: IFB 2400 BJT1013  
SOLICITATION TITLE: Steel Poles and Mast Arms

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

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

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

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

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

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

\_\_\_\_\_  
Reviewing Counselor Date

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

\_\_\_\_\_  
Director/Assistant Director or Designee Date

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Bartley Tyler/512-974-2023	<b>PM Name/Phone</b>	Ken Bragdon/512-974-7050
<b>Sponsor/User Dept.</b>	Transportation/2400	<b>Sponsor Name/Phone</b>	Brian Craig/512-974-4061
<b>Solicitation No</b>	IFB 2400 BJT1013	<b>Project Name</b>	Steel Poles and Mast Arms
<b>Contract Amount</b>	\$5,200,000.00	<b>Ad Date (if applicable)</b>	NA
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Steel poles and mast arms for traffic signal and street light support.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
No.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
55085 Traffic Signal Poles, Standards, and Brackets			
Bartley Tyler		01/30/2020	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	1/30/2020	<b>Date Assigned to BDC</b>	1/30/2020
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	



## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

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

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

N/A

**Subcontracting Opportunities Identified**

N/A

Tracy Burkhalter

**SMBR Staff**

**Signature/ Date**

Tracy Burkhalter

1-31-2020

**SMBR Director or Designee**

**Date**

2/3/2020

**Returned to/ Date:**