



Amendment No. 02
to
Contract No. NA200000090
for
On-Site Automatic Gates Maintenance and Repair Services
between
CD & SA-S, Inc.
Alias: Compound Security Specialists
South Austin Metals
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the following Austin Police Department - APD 250 Parking Garage.

AUSTIN POLICE DEPARTMENT Addition to List of Automatic Security Gates							
Item	Description	Location	Description	Style	Gate Size	Model	Serial No.
APD7	APD 250 Parking Garage	708 East 8th Street Austin, TX 78701	ALL-O-MATIC	Slide SL-100	5" by 16"	SL-100	B29100FD3041- ULB29D425002

- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/01/2020 – 07/31/2023	\$4,434,000.00	\$4,434,000.00
Amendment No. 1: Addition of Gates Austin Public Library 651 N. Pleasant Valley Road, Austin 12/14/2021	\$ 00.00	\$4,434,000.00
Amendment No. 2: Addition of Gates APD 250 Parking Garage. 708 East 8th Street. Austin, TX 78701 02/11/2021	\$ 00.00	\$4,434,000.00

- 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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 2-12-2021

Printed Name:

Carl Scheidt

Authorized Representative

Carl Scheidt
CD & SA-S, Inc.
Alias: Compound Security Specialists
South Austin Metals
440 Industrial Blvd.
Austin, TX 78745
service@compoundsecure.com

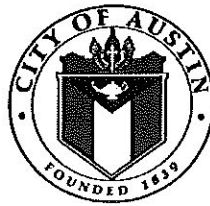
Signature & Date:

Linell Goodin-Brown

Digitally signed by Linell Goodin-Brown
Date: 2021.02.26 09:26:53 -06'00'

City of Austin Purchasing Office

City of Austin
Purchasing Office
124 W 8th Street, Ste 310
Austin, TX 78701



Amendment No. 01
to
Contract No. NA200000090
for
On-Site Automatic Gates Maintenance and Repair Services
between
CD & SA-S, Inc.
Alias: Compound Security Specialists
South Austin Metals
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add the following Austin Public Library location:

Austin Public Library Addition to List of Automatic Security Gates							
Item	Location	City, State	Description	Style	Gate Size	Model	Serial No.
APL3	651 N. Pleasant Valley Rd. (Cepeda Branch)	Austin, TX 78702	All-O-Matic	Roll Gate	6ft x 28ft	SL-100AC FP	(machine) 3429 (PCB)UL-83493

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/01/2020 – 07/31/2023	\$4,434,000.00	\$4,434,000.00
Amendment No. 1: Add Austin Public Library 651 N. Pleasant Valley Road, Austin 12/14/2021	\$4,434,000.00	\$4,434,000.00

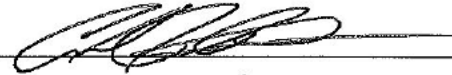
3.0 MBE/WBE goals were not established for this contract.

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: _____

Carl J. Scheidt

Authorized Representative

Carl Scheidt
CD & SA-S, Inc.
Alias: Compound Security Specialists
South Austin Metals
440 Industrial Blvd.
Austin, TX 78745
service@compoundsecure.com

Signature & Date:

Linell Goodin-Brown

Digitally signed by Linell Goodin-Brown
Date: 2020.12.15 16:13:18 -06'00'

City of Austin Purchasing Office

City of Austin
Purchasing Office
124 W 8th Street, Ste 310
Austin, TX 78701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 22, 2021

DELIVERED VIA EMAIL

service@compoundsecure.com

EMAIL READ RECEIPT REQUESTED

Mr. Carl Scheidt
Service Manager
CD & SA-s, Inc.
OBA Compound Security Specialists
OBA South Austin Metals
440 Industrial Blvd.
Austin, TX 78745-1208

Subject: **NOTICE OF DELAY OF SCHEDULED SERVICES, NA200000090 - AUTOMATIC GATES MAINTENANCE, INSTALLATION, REPAIRS, & PARTS**

Dear Mr. Scheidt:

IN ACCORDANCE WITH SECTION 30 (DELAYS) OF THE STANDARD PURCHASING TERMS AND CONDITIONS, YOU ARE HEREBY NOTIFIED THAT YOU MUST IMMEDIATELY DELAY YOUR DELIVERY OF SCHEDULED SERVICES TO THE CITY UNDER THE ABOVE-REFERENCED CONTRACT FOR THE FOLLOWING PERIOD OF TIME.

Delay End: May 4, 2022

The subject contract was executed on 06/01/2020 for Automatic Gates Maintenance, Installation, Repairs, & Parts. Subsequently, a local disaster was declared by the City and Travis County on March 6, 2020 due to the rising crises of the coronavirus known as COVID-19. Thereafter, both the State of Texas and the federal government have made similar disaster declarations. On March 15, 2020 the City Manager of the City of Austin declared that services at City facilities would be modified to reduce the risk of spread of COVID-19, which included the suspension of non-essential City services and direction for City employees to begin teleworking rather than working at their normally assigned City facility. In light of the forgoing declarations, executive direction, and current community health concerns, the current situation constitutes an act of god, labor disruption, sovereign conduct, or is caused by acts beyond the reasonable control of the City. This delay is therefore necessary and in the best interest of the City and the public.

In accordance with the terms of the Contract if you believe this delay will cause an increase in the cost of the work under the Contract you may request from the City an equitable price adjustment to be executed as an amendment to the Contract. You must assert your right to an adjustment within thirty (30) calendar days of receipt of this email. Failure to agree on an adjusted price will be handled under the Dispute Resolution process outlined in Section 48 of the Standard Purchase Terms and Conditions.

As a reminder, Section 30(B) of the Standard Purchasing Terms and Conditions states: "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."

As agreed in a meeting held with the Aviation Department, CD & SA-s, Inc; OBA Compound Security Specialists; OBA South Austin Metals agrees to:

- Suspending monthly services for the next 12 months, will reevaluate to determine if ABIA requires to extend the suspension.
- Have the ability to call out on as-needed-basis
- Have the ability to purchase replacement parts as needed to maintain inventory levels

Please provide times and dates over the next three (3) business days that would work for you to discuss this notice of delay.

If you have any questions, please contact me at (512) 974-2959.

Sincerely,

Claudia Rodriguez

Procurement Specialist IV
Purchasing Office
Financial Services Department

Cc: Tina Gamez, Contract Management Specialist
Brad Buechler, Contract Management Specialist
Mike Robinson, Division Manager, Airline/Building Maintenance



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 15, 2020

via e-mail: service@compoundsecure.com

Carl Scheidt
CD & SA-S, Inc.
Alias: Compound Security Specialists
South Austin Metals
440 Industrial Blvd.
Austin, TX 78745

Subject: Award of Contract No. MA 8100-NA200000090 On-Site Automatic Gates Maintenance and Repair Services

Mr. Scheidt:

The City of Austin approved the execution of a contract with your company for On-Site Automatic Gates Maintenance and Repair Services.

Responsible Department:	Department Contact
Austin Convention Center	Bryan Helford Contract Management Specialist III Phone: (512) 404-4311 e-mail: Bryan.Helford@austintexas.gov

Responsible Department:	Department Contact
Austin Police Department	Jerome Guerrero Contract Management Specialist III Phone: (512) 974-5273 e-mail: Jerome.Guerrero@austintexas.gov

Responsible Department:	Department Contact
Austin Public Library	Manuel Huerta, General Maintenance Manager Phone: (512) 974-7334 office or (737) 228-4039 cell e-mail: Manuel.Huerta@austintexas.gov

Responsible Department	Department Contact
Aviation Department	Mike Robinson Division Manager Aviation Phone: (512) 530-7504 e-mail: Mike.Robinson@austintexas.gov



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

Responsible Department	Department Contact
Austin Water	Kim Thoene Contract Management Specialist II Phone: (512) 972-0360 e-mail: Kim.Thoene@austintexas.gov

Responsible Department	Department Contact
Building Services Department	Julie Strickland Facilities Service Specialist Phone: (512) 974-3980 e-mail: Julie.Strickland@austintexas.gov

Responsible Department	Department Contact
Parks and Recreation Department	Albert Homann Building Services Manager Phone: (512) 974-9524 e-mail: Albert.Homann@austintexas.gov

Responsible Department	Department Contact
Public Works Department	Brenda Jimenez Contract Manager III Phone: (512) 974-7955 e-mail: Brenda.Jimenez@austintexas.gov

Project Name:	On-Site Automatic Gates Maintenance and Repair Services
Contractor Name:	CD & SA-S, Inc. Alias: Compound Security Specialists / South Austin Metals
Contract Number:	MA 8600 NA200000090
Contract Period:	The Contract shall commence June 1, 2020 and shall remain in effect for an initial term of 36 months.
Dollar Amount	Contractor shall be paid \$4,434,000 for the initial contract term and \$1,478,000 for each extension option, for a total contract amount not-to-exceed \$7,390,000.
Extension Options:	Two (2) additional twelve (12) month periods
Requisition Number:	RQM 8100 19072200675



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 8100 DCM1014
REBID1

COMMODITY/SERVICE DESCRIPTION: On-Site Automatic Gates
Maintenance and Repair Services

DATE ISSUED: December 2, 2019
REQUISITION NO.: 19072200675

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 93673

LOCATION: N/A

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

BID DUE PRIOR TO: January 7, 2020 at 2:00 p.m.

BID OPENING TIME AND DATE: January 7, 2020 at 3:00 p.m.

Primary Contact:

Diana McIntosh
Procurement Specialist II

Phone: (512) 974-2034

E-Mail: Diana.McIntosh@austintexas.gov

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

Secondary Contact:

Sarah Ramos
Procurement Specialist II

Phone: (512) 974-2554

E-mail: sarah.ramos@austintexas.gov

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8100 DCM1014 REBID	Purchasing Office-Response Enclosed for Solicitation # IFB 8100 DCM1014 REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

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

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

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


SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	5
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	11
0300	STANDARD PURCHASE TERMS AND CONDITIONS	14
0400	SUPPLEMENTAL PURCHASE PROVISIONS	12
0500	SCOPE OF WORK	24
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION–Complete and return	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018–Complete and return	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
ATTACHMENT A	LIST OF AUTOMATIC SECURITY GATES	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

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

Company Name: Compound Security Specialist
Company Address: 440 Industrial Blvd.
City, State, Zip: Austin, Texas, ~~787~~ 78745
Vendor Registration No. V00000963895
Printed Name of Officer or Authorized Representative: CARL Scheidt
Title: SERVICE MANAGER
Signature of Officer or Authorized Representative: 
Date: 1/2/20
Email Address: SERVICE@CompoundSecurc.com
Phone Number: 512-444-4283 K.101

(* 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 8100 NA200000090.

CITY OF AUSTIN

Awarded this 13 day of May, 2020

With a contract effective date of June 01, 2020.

Digitally signed by Claudia Rodriguez
Date: 2020.05.13 15:57:26 -05'00'

Signature

Claudia Rodriguez

Printed Name and Title of Authorized Person

May 13, 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
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

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

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

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS V2 JUNE 26, 2018**

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:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 th 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 (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

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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 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to

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protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

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47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -

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

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

EXPLANATIONS OR CLARIFICATIONS: (reference Paragraph 5 in Section 0200, Standard Solicitation Instructions.) All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at Diana.McIntosh@austintexas.gov at least ten (10) business days prior to the Solicitation due date.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

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

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36-Months. The Contract may be extended beyond the initial term for up to two (2) 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.
3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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4. **DELIVERY REQUIREMENTS:**

- A. Delivery locations will be provided by Contract Manager or Department Designee at the time a Delivery Order is issued to the Contractor.
- B. Delivery is to be made as agreed by the Contract Manager or Department Designee at the time the order is placed (either verbally or in writing).
- C. Document each service request or delivery order with a legible written checklist/service ticket, after the repairs are complete and submit to the Contract Manager or Department Designee upon completion of service. The format of the service ticket must be agreed upon by the Contract Manager or Department Designee. The service ticket must include the following at a minimum:
 - 1. Date;
 - 2. Location
 - 3. Requestor's full name;
 - 4. Phone number;
 - 5. Department;
 - 6. Service Technician's full Name;
 - 7. Phone number;
 - 8. On-site Arrival Time;
 - 9. On-site Departure Time;
 - 10. Description of Work
 - 11. Diagnosis;
 - 12. Maintenance/Repair;
 - 13. Materials and parts used;
 - 14. Equipment replaced; and
 - 15. Representative signature
- D. Maintain and purchase spare parts inventory and deliver inventory to the department(s) per Section 0600 - Bid Sheet. The Contractor shall deliver replenishing parts within seven (7) calendar days from the date of written request from the department's Contract Manager or Designee.
- E. The Contractor's Single Point of Contact shall maintain the report of all inspections and services performed for the City in an electronic format and shall deliver the report to the Contract Manager or Department Designee within five (5) business days from the date of request.
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300 Standard Purchase Terms and Conditions).

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

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, Standard Purchase Terms and Conditions, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall be sent to the location(s) serviced. Billing information will be provided on Delivery Orders issued for these services.
- C. Invoice for repair services per the correct hourly bid rate listed on Section 0600-Bid Sheet for labor service and percentage discount bid off the manufacture suggested retail price for replacement parts.

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- D. Invoice routine and preventative maintenance services separately from repair and urgent repair services per Section 0600 Bid Sheet.
- E. Invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Section 0600 – Bid Sheet.
- F. Contractor Service Ticket must be included with the invoice.
- G. Not invoice the non-regular business hour rate for services unless requested and approved in writing by the Contract Manager or Department Designee prior to starting the work
- H. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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 as part of their Offer 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 part of the Offer may subject the Offer to disqualification from consideration for award.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including

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receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
- D. Provide the Contract Manager or Department Designee copies of Safety Data Sheet for every lubricant or chemical used in performance of the work or stored on City property. Should be provided to the contract manager 7 business days after the initial site investigation or when new chemicals are used onsite.
- E. Provide, at the request of the Contract Manager or Department Designee, Safety Data Sheets (SDS), (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.

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.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing

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Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. LIVING WAGES:

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

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

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

12. 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

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Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Each City Department may have specific security requirements. The Contractor shall arrange a meeting with each department to discuss their security clearance and identification requirements.
- B. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- C. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six-week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- D. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- E. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- F. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- G. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- H. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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- I. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- J. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- K. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

14. **AVIATION DEPARTMENT WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID) REQUIREMENTS.**

- A. **Security Badges:** Contractor's/subcontractors employees assigned to work on this Contract shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. Contractor's/subcontractors employees must comply with all security restrictions. Violations may result in the Vendor receiving a FAA fine and/or the dismissal of the employee from the ABIA premises. Contractor's/subcontractors employees shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's/subcontractors employees' non-compliance.
- B. **Airport Security:** Access to Airport premises and operation areas is limited to the Contractor's/subcontractors employees and those ABIA employees or individuals authorized by ABIA, provided those persons identified by ABIA do not interfere or jeopardize the vendor responsibility to safely maintain the automatic gates. The Contractor's/subcontractors employees shall conform to such identification and security procedures. Access to the premises shall be strictly controlled. Contractor's/subcontractors employees shall never enter a restricted or operational area of the Airport without the express permission of ABIA or any governmental bodies having jurisdiction. The Contractor's/subcontractors employees shall assume full liability from any such unauthorized incursions.
- C. **Background Investigation:** An application for each security badge can be obtained from the Airport Security and I.D. Section. A 10-year background investigation and fingerprinting check shall be conducted on all applications for a security badge. The Contractor's/subcontractors shall be responsible for the cost thereof. Contractor's/subcontractors shall be responsible for the cost thereof (\$40.00 per fingerprint check and \$15 administrative fee).
- D. **Badge Fees:** Contractor's/subcontractors shall provide a \$25.00 refundable fee which is required for each airport security badge. The fee is refundable upon the return of the Contractor's/subcontractors employees' badge to Airport Security and I.D. Section. The Contractor/subcontractors is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the contractor as follows: 1st Replacement - \$65.00, 2nd Replacement - \$90.00, 3rd Replacement - \$115.00, etc. Upon expiration of the Contract, the contractor/subcontractor shall return all security badges to the Airport Security and I.D. Section. Contractors/Subcontractors will be charged \$100.00 for each non-returned, non-expired badge over 30-Days outstanding. Loss or failure to return a non-expired security access badge or other security items will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.
- E. **Airport Safety and Security Training:** Each employee, subcontractor or agent who receives an airport security badge shall be required to attend and successfully complete an Airport Safety and

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Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the contractor.

15. AUSTIN CONVENTION CENTER DEPARTMENT WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID) REQUIREMENTS.

- A. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
- B. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center.
- C. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- D. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- E. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- F. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- G. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- H. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- I. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- J. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates.
- K. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- L. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- M. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.

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- N. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- O. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment.
- P. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

16. **ECONOMIC PRICE ADJUSTMENT:**

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

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Weight % or \$ of Base Price: 100%	
Database Name: BLS	
Series ID: PCU8113108113106	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S.	
Description of Series ID: Commercial Machinery Repair and Maintenance	
This Index shall apply to the following items of the Bid Sheet: Section 0600 Bid Sheet	

- 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.

17. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

18. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

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

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute,

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acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
20. **CONTRACT MANAGER:** The City Departments reserve the right to designate the Department Contract Manager and Department Designee upon contract award. The Contractor shall be notified by each department of their designated Contract Manager and Department Designee.

*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
SCOPE OF WORK (SECTION 0500)
ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICES
SOLICITATION NO. IFB 8100-DCM1014REBID 1

1.0 Purpose

The City of Austin (City) seeks bids in response to this solicitation to establish a contract with qualified Contractor(s) to provide maintenance and repair services, to include inspection, maintenance, repair, replacement, and modernization of automatic gates at City facilities located throughout the Austin area. The automatic gates consist of sliding or swinging gates that are motorized to open and/or close by sensor or badged access and are used for vehicular and pedestrian traffic. The required On-site Automatic Gates Maintenance and Repair Services shall include routine preventative maintenance, repair, and other as-needed services related to automatic gates.

The On-site Automatic Gates Maintenance and Repair Services shall be provided for various City locations, to include Aviation Department (ABIA), Public Works and Transportation, Austin Water Utility, Austin Convention Center Department, Austin Police Department, Building Services Department, Austin Public Library and Parks and Recreation Department (Attachment A - List of Automatic Security Gates). The City reserves the right to add and/or remove service locations, various gates and City departments during the term of the contract.

This IFB will be awarded to the Contractor that submits the lowest responsive bid. It is the City's preference to award a single contract for these services; however, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as-a-result of this solicitation and, instead, award the entire contract to a Contractor available through a cooperative purchasing agreement.

2.0 Background

Automatic gates and associated components (operators) are located at various City facilities and are used to secure and gain access to city properties. Proper operation is necessary to allow for the ingress and egress of City staff into the properties, as well as full closing afterward to maintain security. The On-site Automatic Gates Maintenance and Repair Services require services be completed by trained and certified technicians and certified welders.

3.0 **Definitions**

"Automatic Gates" means sliding or swinging gates which are motorized to open and/or close by sensor or button and are used for vehicle and pedestrian traffic.

"Deficiency" means anything not meeting the manufacturers' specifications and standards for the type of gates being repaired.

"Callback" means any malfunction of any automatic gate which is caused by failure or malfunction of a part which is covered by this Contract. Normal and urgent callbacks shall be provided at no additional cost to the City.

"Emergency Repair Services" means critical gate is out of service and requires immediate response.

"Expedited services" means critical gate is operational but requires repairs which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the City (two (2) hour response time).

"Response time" means from the time the contractor receives the call from the Contract Manager or Department Designee to the time the contractor arrives at the City and checks in with the Contract Manager or Department Designee.

"Repair Services" means minor repairs or other related services that are needed, to keep the gate functioning properly (immediately opening and closing).

"Urgent Repair Services" means Non-critical gate is out of service and requires response.

4.0 **Contractor Qualifications**

The Contractor shall:

- 4.1 Have a minimum of five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs. Offeror shall attach documentation with the offer package demonstrating this requirement.
- 4.2 Submit valid references that confirm the experience requirement on the Section 0700 References document provided with this IFB.
- 4.3 Provide qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with the offer package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have

experience in maintenance, repair, replacement and installation of automatic access gates.

- 4.4 Provide on-call technicians who shall be available to respond twenty-four (24) hours a day, seven (7) days a week, and 365-Days per year (including holidays) to expedited, emergency, or urgent repair services.

- 4.4.1 On-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Offeror shall attach documentation to the offer package demonstrating this requirement.

- 4.5 Provide welder certifications and proof of experience for the certified welders that are assigned to this Contract with the offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum.

5.0 **Contractor Requirements:**

5.1 **General Requirements:**

The Contractor shall:

- 5.1.1 Provide all necessary equipment and tools to safely test, service, and repair the automatic gates (both slide and swing style gate systems) and maintain an adequate number of qualified gate technicians to perform scheduled and unscheduled maintenance services as specified in this Scope of Work.
- 5.1.2 Provide and maintain a telephone dispatch system that is operational twenty-four (24) hours a day, seven (7) days per week, and 365-Days per year (including holidays). Telephone answering machines do not meet the requirements of this paragraph.
- 5.1.3 Understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the Contract Manager or Department Designee and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to changes in the schedule of events at a City facility. The Contract Manager or Department Designee will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 5.1.4 Provide all applicable permits, labor, supervision, equipment, materials, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation required for proper execution and completion of maintenance, repair, and replacement services provided under this Scope of Work. The materials and services provided by

the Contractor shall comply with all current Federal, State and local laws, and City of Austin ordinances, rules and regulations.

- 5.1.5 Provide diagnostic equipment and other similar equipment, tools and resources which are required to diagnose and perform the work required in this Scope of Work.
- 5.1.6 Repair all automatic gates (both slide and swing style gate systems), components, and associated equipment so that the automatic gates operate to the original manufacturers' performance specifications for the automatic gates and associated equipment.
- 5.1.7 Be responsible for ensuring services conducted on or around City property is performed in a safe, courteous, and professional manner with proper signs posted.
- 5.1.8 Be responsible for not leaving any tools, parts, supplies unattended in the public area at any time while performing work on City property.
- 5.1.9 Provide repair, maintenance, replacement and installation services at the request of the Contract Manager or Department Designee.
- 5.1.10 Perform all repairs and maintenance operations in a manner which minimizes adverse impact to vehicular and/or pedestrian traffic.
- 5.1.11 Notify the Contract Manager or Department Designee immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm services are completed, in writing, within twenty-four (24) hours or the next business day.
- 5.1.12 Be responsible for repairs or replacements to damage done to property or equipment as a direct result of the Contractor's or subcontractor's actions.
 - 5.1.12.1 The Contractor and/or his employees shall notify the Contract Manager or Department Designee within twenty-four (24) hours or the next business day, of any damage to City property.
 - 5.1.12.2 The Contractor shall make repairs or replacement to the satisfaction of the Contract Manager or Department Designee or no cost to the City.
 - 5.1.12.3 The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor to recover costs if no payments are owed.

- 5.1.13 Be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contract Manager or Department Designee's inspection and approval.
- 5.1.14 Notify the Contract Manager or Department Designee with an estimated time of arrival at least one (1) business day prior to beginning the work at the City location, or at a time mutually agreed to between the Contractor and the Contract Manager or Department Designee.
- 5.1.15 Be responsible for ensuring all technicians sign in and sign out with the Department 's Security Desk or ABIA Security Operations Center, and report to the Contract Manager or Department Designee.
- 5.1.16 Provide a work order ticket to the Contract Manager or Department Designee detailing all maintenance and/or repairs performed. The work order ticket shall be signed by the Contract Manager or Department Designee immediately upon completion of services.
- 5.1.17 Maintain the efficiency, safety and rated opening and closing speeds for each gate unit in accordance with the manufacturer's specification delete codes(s).
- 5.1.18 Only use parts, materials, equipment and chemicals that comply with manufacturer's specifications and standard industry practice when servicing any City parts and/or equipment.
- 5.1.19 Maintain and purchase spare parts inventory. Inventory shall be delivered and maintained at the City of Austin Warehouse. The Contractor shall deliver replenishing parts within seven (7) calendar days from the date of written request from the department's Contract Manager or Department Designee.
- 5.1.20 Purchase an maintain any special tools that the contractor needs at the contractor's expense.

5.2 Single Point of Contact

The Contractor shall:

- 5.2.1 Provide a Single Point of Contact (SPOC) to include their office phone number, email address, and cell phone number to the Contract Manager or Department Designee within five (5) days of contract award.
 - 5.2.1.1 The SPOC shall be English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work.

- 5.2.1.2 The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Scope of Work.
- 5.2.1.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays.
- 5.2.1.4 The SPOC shall not be changed or removed from the project without prior written consent from the Contract Manager or Department Designee.
 - 5.2.1.4.1 During times the SPOC is unavailable (due to vacation, travel, sick, etc.), the Contractor shall provide a designee for the SPOC, in writing, in advance to the Contract Manager or Department Designee. The SPOC's designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

5.3 Assessment of Gates

The Contractor shall:

- 5.3.1 Perform one-time assessments of all City automatic gates (both slide and swing style gate systems) to include labor, equipment and transportation.
 - 5.3.1.1 Provide an electronic copy of the written Gate Assessment to the Contract Manager or Department Designee within twenty (20) days of contract award. The gate assessment shall include the following information:
 - a. Location and designation of the automatic gate;
 - b. An overall assessment of the entire automatic gate system; and any necessary repairs.
 - c. List of major components (component list shall be mutually agreed upon between the Contractor and the Contract Manager or Department Designee); and
 - d. A Routine and Preventative Maintenance Services Schedule.

5.4 Hours of Service

The Contractor shall:

5.4.1 Normal Business Hours:

- 5.4.1.1 Perform all as-need quarterly preventive maintenance services

during normal business hours which are designated as Monday through Friday from 6:00 a.m. to 6:00 p.m. CST and does not include City observed holidays.

- 5.4.1.2 Respond to scheduled quarterly preventative maintenance services during normal business hours, unless otherwise requested by the Contract Manager or Department Designee.
- 5.4.1.3 Respond to and be at the specified location, within two (2) hours from the time the service request is received from the Contract Manager or Department Designee.
- 5.4.1.4 Notify the Contract Manager or Department Designee within one (1) hour of the service request if the Contractor cannot meet the specified response time. If approved by the Contract Manager or Department Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.
- 5.4.1.5 Arrive on site to a normal callback with a maximum of four (4) hours from the time the service request was made or as otherwise directed by the Contract Manager or Department Designee.
- 5.4.1.6 Arrive on site to an urgent callback within a maximum of two (2) hours from the time the service request was made or as otherwise directed by the Contract Manager.

5.4.2 Repair Rate for Non-Regular Hours (After Hours, Weekend, and Holiday:)

The Contractor shall:

- 5.4.2.1 Perform all as-needed preventive maintenance services during non-regular hours, designated as Monday through Friday, between the hours of 6:01 p.m. to 5:59 a.m. CST, weekends and City observed holidays.
- 5.4.2.2 Provide equipment and perform maintenance/repair services upon arrival at specified location.
- 5.4.2.3 Respond to after hours, weekend and holidays within four (4) hours from the time the service request is received from the Contract Manager or Department Designee.
- 5.4.2.4 Notify the Contract Manager or Department Designee within one (1) hour of the receipt of the service request if the Contractor cannot meet the specified response time. If approved by the Contract

Manager or Department Designee, the Contractor shall coordinate and reschedule a time convenient and feasible to meet the Department's needs.

- 5.4.2.5 Complete scheduled/preventative repairs within seven (7) business days. If the Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor shall give written notice to the Contract Manager or Department Designee.
- 5.4.2.6 Not invoice the repair rate for non-regular business hour rate for services unless requested and approved in writing by the Contract Manager or Department Designee prior to starting the work.
- 5.4.2.7 Not have employees work overtime unless requested and approved by the Contract Manager or Department Designee. The City will not pay more than 1.5 of the hourly rates.

5.5 Quarterly Preventive General Maintenance, Repair, Replacement and Installation Requirements

The Contractor shall:

- 5.5.1 Provide all equipment, materials, labor, tools specialized equipment, incidentals, expendable items, personnel protective equipment and transportation necessary for proper execution and completion of the quarterly preventive maintenance services at the request of the Contract Manager or Department Designee.
- 5.5.2 Provide recommendations to the Contract Manager or Department Designee for the purpose of identifying the existence of any potential hazards, injury, and/or possible equipment failure and the potential for untimely replacements, and information impacting the performance and life of parts and equipment when equipment is serviced based on schedule or unscheduled work.
- 5.5.3 Perform non-urgent repair services on an as-needed basis as requested by the Contract Manager or Department Designee.
- 5.5.4 Confirm repair service requests within two (2) business hours by phone or email to the Contract Manager or Department Designee. Complete the repair services within two (2) business day of the service request, or a timeframe mutually agreed upon between the Contractor and Contract Manager or Department Designee
- 5.5.5 Perform maintenance on automatic gates (both slide and swing style gate systems), and components to include:
 - 5.5.5.1 Inspecting the entire gate and mechanism prior to beginning

repairs to ensure that no other repairs are required.

- 5.5.5.2 Inspecting each gate and its component parts according to the maintenance schedule for each type of gate and controller/manufacture.
- 5.5.5.3 Submit a written itemized quote that describes the repair, the cost of parts and the labor, within one (1) business day of request, to the Contract Manager or Department Designee for approval, prior to starting work.
- 5.5.5.4 Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to keep gate in proper and safe operating condition.
- 5.5.5.5 Repairing all on automatic gates (both slide and swing style gate systems), components, and associated equipment so that they operate to the original manufacturers' performance specifications for the gates and associated equipment described.
- 5.5.5.6 Maintaining, repairing, replacing and installing, all components required to ensure proper and complete operability of the City equipment. Maintenance, repair, replacement and installation services shall include, but not be limited to the following:
 - a. Hydraulic pumps;
 - b. Pump motors;
 - c. Pump seals;
 - d. Pinch wheels;
 - e. Limit switches;
 - f. Stop locks;
 - g. Circuit boards;
 - h. Loop detectors;
 - i. Hydraulic oil replacement;
 - j. Adjust flow control valve;
 - k. Chain adjustments;
 - l. Belts;
 - m. Clutch adjustments;
 - n. Pulleys;
 - o. Swing arm replacement; and
 - p. As needed welding services for tracks, chain yokes, pivot point on arms, hinges.
- 5.5.6 Perform miscellaneous services only after the Contract Manager or Department Designee authorizes such services in writing, by issuing a Delivery Order (DO). These related services shall be performed in accordance with all provisions of this IFB.
- 5.5.7 Invoice for repair services per the correct hourly bid rate listed on Section 0600-Bid Sheet for labor service and percentage discount bid off the

manufacture suggested retail price for replacement parts.

- 5.5.8 If the Contractor and the Contract Manager or Department Designee mutually agree that if a callback to repair an inoperable automatic gate is a result of an accident or vandalism caused by others and is not due to the Contractor's workmanship, then the repairs shall be billed at the Hourly Labor Rate per Section 0600 – Bid Sheet.

5.6 Scheduled Shut Down

The Contractor shall:

- 5.6.1 Obtain written approval from the Contract Manager or Department Designee for any work that requires a unit to be made inoperable during the facility's hours of operation, before making the gate inoperable.
- 5.6.2 Schedule in advance and receive written approval from the Contract Manager or Department Designee for any equipment that requires a shutdown for two (2) hours or more during the facility's hours of operations.
- 5.6.3 Provide an estimated length of time and schedule for the shutdown if the services requiring a scheduled shut down cannot be completed during the estimated scheduled time, to the Contract Manager or Department Designee.

5.7 Inspections

The Contractor shall:

- 5.7.1 Take corrective action to bring all found deficiencies, during the inspection process, in order to pass the proper inspection requirements for the automatic gate.
- 5.7.2 Provide recommendations to the Contract Manager or Department Designee for the purpose of communicating potential hazards, equipment failure, potential untimely replacements, and other findings and recommendations, when equipment has been serviced for scheduled maintenance or unscheduled services

5.8 Service Requirements

5.8.1 Quarterly Preventive General Maintenance, Repair, Replacement and Installation Requirements

The Contractor shall:

- 5.8.1.1 Provide all equipment, materials, labor, tools specialized equipment, incidentals, expendable items, personnel protective equipment and transportation necessary for proper execution and

completion of the quarterly preventive maintenance services at the request of the Contract Manager or Department Designee.

- 5.8.1.2 Provide recommendations to the Contract Manager or Department Designee for the purpose of identifying the existence of any potential hazards, injury, and/or possible equipment failure and the potential for untimely replacements, and information impacting the performance and life of parts and equipment when equipment is serviced based on schedule or unscheduled work.
- 5.8.1.3 Perform non-urgent repair services on an as-needed basis as requested by the Contract Manager or Department Designee.
- 5.8.1.4 Confirm repair service requests within two (2) business hours by phone or email to the Contract Manager or Department Designee. Complete the repair services within two (2) business day of the service request, or a timeframe mutually agreed upon between the Contractor and Contract Manager or Department Designee
- 5.8.1.5 Perform maintenance on both slide and swing style gate systems and components to include:
 - 5.8.1.5.1 Inspecting the entire gate and mechanism prior to beginning repairs to ensure that no other repairs are required.
 - 5.8.1.5.2 Inspecting each gate and its component parts according to the maintenance schedule for each type of gate and controller/manufacture.
 - 5.8.1.5.3 Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to keep gate in proper and safe operating condition.
 - 5.8.1.5.4 Repairing all automatic gates, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the gates and associated equipment described.
 - 5.8.1.5.5 Maintaining, repairing and/or replacing all components required to ensure proper and complete operability of the City equipment. Maintenance, repair, replacement and installation services shall include, but not be limited to the following:
 - a. Hydraulic pumps;
 - b. Pump motors;
 - c. Pump seals;
 - d. Pinch wheels;
 - e. Limit switches;

- f. Stop locks;
- g. Circuit boards;
- h. Loop detectors;
- i. Hydraulic oil replacement;
- j. Adjust flow control valve;
- k. Chain adjustments;
- l. Belts;
- m. Clutch adjustments;
- n. Pulleys;
- o. Swing arm replacement; and
- p. As needed welding services for tracks, chain yokes, pivot point on arms, hinges

5.8.1.6 Contractor shall perform miscellaneous services only after the Contract Manager or Department Designee authorizes such services in writing, by issuing a Delivery Order (DO). These related services shall be performed in accordance with all provisions of this IFB.

5.8.1.7 Submit a written itemized quote that describes the repair, the cost of parts and the labor, within one (1) business day of request, to the Contract Manager or Department Designee for approval, prior to starting work.

5.8.1.8 Invoice for repair services per the correct hourly bid rate listed on Section 0600-Bid Sheet for labor service and percentage discount bid off the manufacture suggested retail price for replacement parts.

5.8.1.9 If the Contractor and the Contract Manager or Department Designee mutually agree that if a callback to repair an inoperable automatic gate is a result of an accident or vandalism caused by others and is not due to the Contractor's workmanship, then the repairs shall be billed at the Hourly Labor Rate per Section 0600 – Bid Sheet.

5.8.2 Routine and Preventive Maintenance Services

The Contractor shall:

5.8.2.1 Coordinate with the Contract Manager or Department Designee to schedule any routine and preventative maintenance services. The automatic access gate and related equipment at each location (Attachment A List of Automatic Security Gates), the preventative/scheduled maintenance checks and maintenance service schedule shall be determined and approved in writing, by the Contract Manager or Department Designee.

5.8.2.1.1 The routine and preventative maintenance service schedule, including the frequency or number of hours

for onsite preventative maintenance, may be revised on an as-needed basis, as required by the Contract Manager or Department Designee, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at City locations. Any changes to the preventative maintenance schedule shall be agreed to in writing by the Contract Manager or Department Designee. Under no circumstances shall the Contractor adjust or modify the preventative maintenance service schedule, the frequency, or number of hours for onsite preventative maintenance without prior written approval from the Contract Manager or Department Designee.

- 5.8.2.1.2 Routine and preventative maintenance services shall meet or exceed the manufacturers recommended requirements, or at least be performed once a year to ensure the gates operate at maximum efficiency levels if a manufacturers preventative maintenance service schedule is not available.
- 5.8.2.2 Provide full preventative maintenance services to the automatic gates, to include the repair and/or replacement of all parts as required due to normal wear and tear, including but not necessarily limited to:
 - 5.8.2.2.1 Regular and systematic testing of all mechanical gate associated component parts, equipment, and trim.
 - 5.8.2.2.2 Adjusting, lubricating, cleaning, and repairing or replacing any parts and mechanisms as necessary to maintain the gates and equipment are in proper and safe operating condition.
 - 5.8.2.2.3 Inspecting that the equipment efficiency, safety, and rated opening and closing speeds for each gate unit are maintained in accordance with the manufacturer specifications deleted code(s).
 - 5.8.2.2.4 Examining, maintaining, and restoring all safety devices and governors for each gate. Gate safety devices and/or governors shall never be left in a bypassed state.
 - 5.8.2.2.5 Inspecting the mechanical, electrical, and electronic systems including the motor controls and secondary breakers serving the motor controls up to the main disconnects in primary switchboards.
- 5.8.2.3 Complete work per the approved routine and preventative maintenance schedule, within seven (7) business days. If the

Contractor is unable to complete the scheduled repairs within seven (7) business days, the Contractor must notify and give written notice to the Contract Manager or Department Designee.

- 5.8.2.4 Perform routine and preventative maintenance visits at a minimum of once per quarter. Contractor shall provide full maintenance services to the gates that include but not limited to, regular and systematic examination, adjustment, alignment, and lubrication of each gate. Service shall include the repair, as approved by the Contract Manager or Department Designee.
- 5.8.2.5 Provide the Contract Manager or Department Designee, an electronic report of all findings and provide service recommendations, within five (5) calendar days, from the date of service completion.
- 5.8.2.6 Notify the Contract Manager or Department Designee of all found equipment issues that are not within manufacturer's specifications and the anticipated down time, within one (1) hour of the discovery.
- 5.8.2.7 Invoice routine and preventative maintenance services separately from repair and urgent repair services per Section 0600 Bid Sheet.
- 5.8.2.8 Perform scheduled preventative/scheduled maintenance service check to include but not necessarily be limited to the gates listed on the Attachment A – List of Automatic Security Gates, as well as any gates that are added after contract award, and as requested by the Contract Manager or Department Designee.

5.8.3 Repair Services:

The Contractor shall provide repair or replacement parts in accordance with the following schedules:

5.8.3.1 Expedited Services

- 5.8.3.1.1 The City may require the Contractor to respond to Expedited Service Requests. The City shall have the sole and final authority in determining when services will be designated as Expedited Services.
- 5.8.3.1.2 Expedited Services shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Section 0600 Bid Sheet, based on the time of day Expedited Services are provided.
- 5.8.3.1.3 For each Expedited Service request, the Contract Manager or Department Designee will request

Expedited Services (each instance, a "Notification") and Contractor shall respond/acknowledge to an Expedited Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Contract Manager or Department Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Expedited Services cost estimate with an estimated completion time to the Contract Manager or Department Designee within two (2) hours, of Notification. The Contract Manager or Department Designee and Contractor may mutually agree that a verbal cost estimate for Expedited Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

5.8.3.1.4 The Contractor shall provide the Contract Manager or Department Designee, a completed Expedited Services Summary of services provided within one (1) week. The Expedited Services Summary shall include:

- a. The location of the services,
- b. Type and description of services performed,
- c. An itemized cost of labor and parts (based on prices established in the Contract), and
- d. List of material-handling equipment rental(s) needed to complete the service (if applicable).

5.8.3.1.5 During Expedited services, all other provisions of this Contract shall apply.

5.8.3.1.6 If additional services are required after the Expedited Services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.8.3.2 Emergency Service

5.8.3.2.1 The City may require the Contractor to respond to Emergency Service Requests. The City shall have the sole and final authority in determining when services will be designated as Emergency Service.

5.8.3.2.2 Emergency Service shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours per Section 0600 Bid Sheet, based on the time of day Emergency Service are provided.

5.8.3.2.3 For each Emergency Service Request, the Contract Manager or Department Designee will request Emergency Service (each instance, a "Notification") and Contractor shall respond/acknowledge to an Emergency Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Contract Manager or Department Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Emergency Service cost estimate with an estimated completion time to the Contract Manager or Department Designee within two (2) hours, of Notification. The Contract Manager or Department Designee and Contractor may mutually agree that a verbal cost estimate for Emergency Service will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

5.8.3.2.4 The Contractor shall provide the Contract Manager or Department Designee, a completed Emergency Services Summary of services provided within one (1) week. The Emergency Services Summary shall include:

- a. The location of the services,
- b. Type and description of services performed,
- c. An itemized cost of labor and parts (based on prices established in the Contract), and
- d. List of material-handling equipment rental(s) needed to complete the service (if applicable).

5.8.3.2.5 During Emergency Service, all other provisions of this Contract shall apply.

5.8.3.2.6 If additional services are required after the Emergency services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.8.3.3 Urgent Repair Services

5.8.3.3.1 The City may require the Contractor to respond to Urgent Repair Service Requests. The City shall have the sole and final authority in determining when services will be designated as Urgent Repair Service .

5.8.3.3.2 Urgent Repair Service shall be available 24-Hours a day, 365-Days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-

Regular Hours per Section 0600 Bid Sheet, based on the time of day Urgent Repair Service are provided.

- 5.8.3.3.3 For each Urgent Repair Service Request, the Contract Manager or Department Designee will request Urgent Repair Service (each instance, a "Notification") and Contractor shall respond/acknowledge to Urgent Repair Service request within 30-Minutes and be onsite within two (2) hours of Notification by the Contract Manager or Department Designee. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility. The Contractor shall provide an Urgent Repair Service cost estimate with an estimated completion time to the Contract Manager or Department Designee within two (2) hours, of Notification. The Contract Manager or Department Designee and Contractor may mutually agree that a verbal cost estimate for Urgent Repair Service will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
- 5.8.3.3.4 The Contractor shall provide the Contract Manager or Department Designee, a completed Urgent Repair Service Summary of services provided within one (1) week. The Urgent Repair Service Summary shall include:
 - a. The location of the services,
 - b. Type and description of services performed,
 - c. An itemized cost of labor and parts (based on prices established in the Contract), and
 - d. List of material-handling equipment rental(s) needed to complete the service (if applicable).
- 5.8.3.3.5 During Urgent Repair Service, all other provisions of this Contract shall apply.
- 5.8.3.3.6 If additional services are required after the Urgent Repair Service are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

5.9 New Installation and Replacement Parts

The Contractor shall:

- 5.9.1 Maintain and repair all gates so that the gates operate to the original manufacture's performance specifications and associated equipment.
- 5.9.2 Furnish all equipment, labor, delivery of all parts, materials, tools, and

transportation necessary for proper execution and completion of maintenance and repair services in accordance with the requirements specified in this scope of work. The Contractor shall maintain or have immediate access to material, parts and equipment necessary to provide services to the City.

- 5.9.2.1 Use parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.
 - 5.9.2.2 Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.
 - 5.9.2.3 Be responsible for ensuring all parts are be new, unused, and meet all applicable OEM standards.
 - 5.9.2.4 Provide replacement parts, to include a complete installation of a new automatic gate system.
 - 5.9.2.5 Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Services.
 - 5.9.2.6 Be responsible for ensuring all parts are new and meet all applicable Original Equipment Manufacturer standards.
- 5.9.3 Maintain, at Contractor's cost, an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the gates at no cost to the City. The City estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the Contract Manager or Department Designee will mutually agree on what an adequate parts inventory is based on the doors in use at City locations within five (5) days of contract award.
- 5.9.4 Ensure all replacement parts and lubricants are be of the same or higher quality and are the same manufacturing design as the parts and lubricants being replaced.
- 5.9.4.1 Replacement parts may be new or reconditioned to the original manufacturers' specifications with prior written approval from the Contract Manager or Department Designee.
 - 5.9.4.2 If an automatic gate component becomes obsolete and a new replacement Original Equipment Manufacturer part is not available, the Contractor may provide rebuilt Original Equipment Manufacturer parts or use a compatible part for a different manufacturer with prior written approval from the Contract Manager or Department Designee. The rebuilt or reconditioned parts shall be equal in quality, operation, and performance to original parts and free from defects.

- 5.9.4.3 When non-stocked replacement parts are required for a repair service, the Contractor shall provide and install non-stocked replacement parts within two (2) weeks after repair request made by the Contract Manager or Department Designee. The Contractor must notify the Contractor and Contract Manager or Department Designee if the two (2) week timeframe cannot be met.
- 5.9.5 Provide repair parts and materials at a percentage discount from the published price list or materials catalog. The percentage discount shall be in accordance with the Section 0600-Bid Sheet. All line item charges for parts and materials will be verified by the Contract Manager or Department Designee
- 5.9.6 Provide an electronic (USB port, CD, or an online catalog) published price list or materials catalog for repair parts and materials used by the Contractor within five (5) business days of request by the Contract Manager or Department Designee.
- 5.9.7 Invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Section 0600 – Bid Sheet.
- 5.9.8 Be responsible for ensuring that all parts, lubricants, and chemicals associated with the maintenance of the electric gates meet the manufacture's specifications and standards for the type of gates at the locations.
- 5.9.9 Replace all worn, failed, or suspect to failure/identified as intermittently working parts under the Routine Maintenance and Repair Programs.
- 5.9.10 Be responsible for ensuring all parts are be new, unused, and meet all applicable OEM standards.
- 5.9.11 It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards

5.10 Personnel

The Contractor shall:

- 5.10.1 Be responsible for providing all personnel with a uniform, necessary safety equipment and a company issued badge with photo. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear. Contractor and subcontractor

personnel are required to wear badges while on City property.

- 5.10.2 Be responsible for providing all personnel the required protective equipment when servicing City equipment, or required based on the environment, or as required by department policy.
- 5.10.3 Be responsible for immediately removing any employee or representative from the City property or facilities, if the Contract Manager or Department Designee notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job,
 - 5.10.3.1 The Contractor shall not assign such employee to a City work order/job without the Contract Manager or Department Designee's prior written consent.
 - 5.10.3.2 The Contractor's employees are required to maintain good discipline while performing services for the City.
- 5.10.4 Be responsible for ensuring that all personnel maintain all applicable certifications that are required to perform the services specified in this IFB and they are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within one (1) week as requested by the Contract Manager or Department Designee.
- 5.10.5 Be responsible for ensuring all personnel meet all applicable certification requirements of any regulatory agency having jurisdiction.

5.11 Disposal of Parts, Non-Hazardous and Hazardous Materials

The Contractor shall:

- 5.11.1 Be responsible for handling, transporting, and the proper disposal of all waste material, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 5.11.2 Be responsible for not storing worn or defective parts on City premises at the end of the work day unless otherwise specified and approved by the Contract Manager or Department Designee.
- 5.11.3 Immediately notify the Contract Manager or Department Designee of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material

uncovered or revealed at the site which was not shown, indicated or identified.

- 5.11.4 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or hazardous materials through the interior of a facility without prior coordination with the Contract Manager or Department Designee
- 5.11.5 Maintain and provide, as requested, by the Contract Manager or Department Designee a documented audit trail of the disposal of hazardous waste material.

5.12 Plans and Reports

5.12.1 Inspection Plan

The Contractor shall:

- 5.12.1.1 Meet with the Contract Manager or Department Designee to develop an inspection plan within five (5) days of contract award.
- 5.12.1.2 Submit the inspection plan within one (1) month of contract award to the Contract Manager or Department Designee for approval.
- 5.12.1.3 The inspection plan shall outline the following:
 - a. Procedures;
 - b. Requirements;
 - c. Deadlines; and
 - d. Approximate dates for all inspections and tests.

5.12.2 Reports

The Contractor shall:

- 5.12.2.1 Develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic gate systems and equipment.
- 5.12.2.2 Provide a monthly report within two (2) business days upon request of the Contract Manager or Department Designee.
- 5.12.2.3 Be responsible for correcting any discrepancies in the report within two (2) weeks of notification by the Contract Manager or Department Designee
- 5.12.2.4 Maintain proof of all labor, material and equipment charges and submit the information upon request of the Contract Manager or

Department Designee. Documentation shall include but not necessarily be limited to: copies of employee timesheets, payroll records, bank statements, which shall be submitted for inspection, copies of suppliers' invoices, properly dated, and itemized by line itemized in each job performed for the City.

5.12.2.5 Provide maintenance records within 15-Calendar days after the end of each quarter or as requested by the Contract Manager or Department Designee.

5.12.2.6 Document each service request or delivery order with a legible written checklist/service ticket, after the repairs are complete and submit to the Contract Manager or Department Designee upon completion of service. The format of the service ticket must be agreed upon by the Contract Manager or Department Designee. The service ticket must include the following at a minimum:

- a. Date;
- b. Location
- c. Requestor's full name;
- d. Phone number;
- e. Department;
- f. Service Technician's full Name;
- g. Phone number;
- h. On-site Arrival Time;
- i. On-site Departure Time;
- j. Description of Work
- k. Diagnosis;
- l. Maintenance/Repair;
- m. Materials and parts used;
- n. Equipment replaced; and
- o. Representative signature

5.12.2.7 Maintain a system to record and provide a report of all inspections and services performed for the City.

5.12.2.7.1 The reports shall include data by date, location, gate number, gate type, department, cost and an abbreviated summary of services provided by the Contractor, hours required to complete the service, and the technician name. The Contractor SPOC shall be responsible for providing the report.

5.12.2.7.2 The SPOC shall maintain the report in electronic format and shall deliver the report to the Contract Manager or Department Designee within five (5) business days from the date of request.

5.13 **Safety**

The Contractor shall:

- 5.13.1 Be responsible for complying with all applicable OSHA safety requirements <http://www.osha.gov/> and City of Austin rules and practices, including directives issued by the Contract Manager or Department Designee while on City property.
- 5.13.2 Be responsible for notifying the Contract Manager or Department Designee immediately of any existing or potentially unsafe condition, accident, or injury. A written summary/report of any situation or condition shall be submitted to the Contract Manager or Department Designee within one (1) calendar day of such verbal notification.
- 5.13.3 Be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that its personnel are fully and properly equipped and trained to perform the services promptly and safely.
- 5.13.4 Be responsible for furnishing documentation, upon request by Contract Manager or Department Designee, of the completion of the approved safety training of equipment operators and other personnel. The safety training shall comply with all OSHA requirements <http://www.osha.gov/>. The Contract Manager or Department Designee reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist
- 5.13.5 Be responsible for ensuring that the contractor's vehicles or private vehicles by the contractor's employees on or about the property shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must be kept unobstructed at all times.
- 5.13.6 Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.
- 5.13.7 Be responsible for taking all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles. The Contractor shall barricade the entrance and exit ways of gates that are out of service. Barricades shall be sufficient to prevent use of the equipment and prevent unauthorized entry in the work area.

- 5.13.8 Submit a copy of the safety and protection plan/program that complies with all safety, environmental protection, property protection and health provisions, upon request of the Contract Manager or Department Designee.
- 5.13.9 Be responsible for complying all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters, or questions shall be coordinated with the Contract Manager or Department Designee.
- 5.13.10 Be responsible for the enforcement of all safety requirements for any work performed under the awarded contract. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or Department Designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

5.14 Transportation and Parking

- 5.14.1 The Contractor shall provide all transportation required to perform the work.
- 5.14.2 The Contractor shall park all vehicles in areas designated by the City at the Contractor's expense, if any.
- 5.14.3 The Contractor shall ensure Contractor vehicles are clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 5.14.4 The Contractor shall not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates (Section 0600 - Bid Sheet).

6.0 Sustainability

- 6.1 The Contractor shall inform the City of alternative products and practices it can offer that meet the City's sustainable purchasing objectives and that can be used to complete services performed under this Contract.
 - 6.1.1 The alternative products and practices should:
 - 6.1.1.1 Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content.
 - 6.1.1.2 Minimize environmental impacts such as water and air pollution during usage.
 - 6.1.1.3 Eliminate or reduce toxics that create hazards to workers, citizens,

wildlife, and the environment.

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

7.0 **Warranty**

- 7.1 The Contractor shall provide, a minimum one (1) year warranty against defects of materials, services, and workmanship for all repairs. Contractor shall include in their offer package a statement of warranty for workmanship and materials.

8.0 **City's Responsibilities**

- 8.1 The Contract Manager or Department Designee may dismiss any Contractor or subcontractor employee whose actions do not conform to the requirements of this IFB or conduct that the Contract Manager or Department Designee deems unsafe or improper. Contractor or subcontractor personnel dismissed for any reason, shall not return to any City property without the prior written consent of the Contract Manager or Department Designee.
- 8.2 The City reserves the right to request new gates, add, delete, or move gates to an annual preventative/scheduled maintenance schedule at any time throughout the term of the contract, and may request that the contractor conduct the necessary preliminary gate assessments
- 8.3 The Contract Manager or Department Designee will provide a Delivery Order to the Contractor to begin servicing any City equipment. The Contract Manager or Department Designee will provide gate location and a general description of anticipated service needs at the time service request is made on the Delivery Order.
- 8.4 The Contract Manager or Department Designee will provide access information and instructions for accessing City property, before the Contractor begins servicing City equipment, to include instructions and any specific requirements at the time the service is scheduled.
- 8.5 The Contract Manager or Department Designee will issue security badges, if needed, to the Contractor and subcontractor(s) while they are onsite. The Contract Manager or Department Designee will be responsible for obtaining badges and providing the Contractor instructions on security and/or other protocols prior to servicing City equipment.
- 8.6 The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these utilities only to perform its contractual duties.
- 8.7 The Contract Manager or Department Designee will provide the Contractor with any available automatic gate operations and maintenance manuals, including the most current drawings and wiring diagrams, in the City's possession. The Contractor shall

be responsible for obtaining all other information and data necessary to perform required repair and maintenance within 30-Days after contract execution.

- 8.8 The Contract Manager or Department Designee will provide the Contractor with name(s) of personnel authorized to order services. The Contract Manager or Department Designee may elect to hire other contractors for major modifications to automatic gates as deemed necessary by the Contract Manager or Department Designee. If any service schedules are affected by these major modifications, the Contractor and Contract Manager or Department Designee will mutually agree on an adjusted schedule. The Contractor will be given the chance to inspect the major modifications before resuming the preventative maintenance activities under this Contract. If deficiencies are found during the inspection, the Contractor and Contract Manager or Department Designee will mutually agree on a resolution to address these deficiencies prior to the Contractor resuming services for that door. Final approval of major modifications rests solely with the Contract Manager or Department Designee.
- 8.9 The Contract Manager or Department Designee will notify the Departments and City personnel if/when automatic access gate or any related components will be inoperable and/or inaccessible during normal business hours and they will be responsible for communicating the estimated time for equipment restoration.
- 8.10 The Contract Manager or Department Designee will provide written request for inventory parts.
- 8.11 The Contract Manager or Department Designee will verify Contractor's technician's experience throughout the term of the Contract.

9.0 **Omissions**

It is the intention of this scope of work to require complete automatic door maintenance and repair services for all City departments. Any items/services that have been omitted from this scope of work which are clearly necessary for complete automatic door maintenance and repair services shall be considered to be a requirement of the contract although not directly specified or called for in this scope of work

10.0 **Attachments**

- 10.1 Attachment A List of Automatic Security Gates

LIST OF AUTOMATIC SECURITY GATES

ATTACHMENT A

AUSTIN CONVENTION CENTER LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
ACCD1	Austin Convention Center Service Yard	500 E Cesar Chavez	Austin,TX 78701	South Gate service Yard	Vehicular Slide Gate Operator	43'	Lift Master SL3000UL	2613N1088
ACCD2	Austin Convention Center Service Yard	500 E Cesar Chavez	Austin,TX 78701	North Gate Service Yard	Vehicular Slide Gate Operator	43'	Lift Master SL3000UL	2613N1090
ACCD3	Trask House Parking Lot	215 Red River St	Austin,TX 78701	Trask House Parking Lot	Vehicular Slide Gate Operator	26'	Lift Master SL3000UL	2613N1089
PEC1	Palmer Events Center Service Yard	900 Barton Springs Rd	Austin TX 78704	Entry Service Yard	Vehicular Swing Gate Operator	15'	Elite Model CSW-200-UL	U07150123225
PEC2	Palmer Events Center Service Yard	901 Barton Springs Rd	Austin TX 78705	Exit Service Yard	Vehicular Swing Gate Operator	15'	Elite Model CSW-200-UL	U09300127514

AUSTIN POLICE DEPARTMENT LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
APD1	APD Headquarters	715 East 8th Street	Austin Texas, 78701.	Lift Master	Swing gate (2)	15' feet X 8' feet	CSW24V (2).	(1)1014N8880; (2)1014N8885.
APD2	APD Headquarters	715 East 8th Street	Austin Texas, 78701.	Lift Master	Slide gate (1)	30' feet X 7' feet.	SL3000501U	4516N5127
APD3	East Substation	812 Springdale	Austin, Texas, 78702	ALL-O_MATIC (4 operators total).	Double Slide (4 slides total)	19' feet X 7' feet.	(2) SD-100DC (2) SL-100DC-FP	A452100D3147-ULA45D422102; B14100FD2838-ULB14D423593; A452100D3125-ULA45D423593; B14100FD2852-ULB14D423607.
APD4	MLK Warehouse	4708 East MLK Blvd	Austin, Texas.	Lift Master	Single Slide (1).	18' feet X 8' feet.	SL-585-100-43-G3	1210N7432
APD5	North Substation	12425 Lamplight Village	Austin, Texas, 78758.	Lift Master	Double Swing. (2)	12' feet X 6' feet (2)	CSW24UL (2)	0919N1237 ; 0919N1328
APD6	South Substation	404 Ralph Ablanedo	Austin, Texas, 78748	Lift Master	Double Swing. (2)	13' feet X 7' feet (2)	CSW24UL (2)	0920N1326; 0919N1326.

AUSTIN PUBLIC LIBRARY LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
APL1	Zaragoza Warehouse	635 N. Pleasant Valley Rd.	Austin Texas 78702	TBD	TBD	TBD	TBD	TBD
APL2	Terrazas Branch	1105 E. Cesar Chavez St.	Austin Texas 78702	TBD	TBD	TBD	TBD	TBD

DEPARTMENT OF AVIATION LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
ABIA1	E103		Austin, TX	V-MAG / SLIDE	Slide	6'6 x 48'	Information Not Available	
ABIA2	E 140		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 37'	Information Not Available	Information Not Available
ABIA3	E 105		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6" x 79'	Information Not Available	Information Not Available
ABIA4	E 110		Austin, TX	TyMetal HySecurity / Slide	Slide	9'6 x 33'	Information Not Available	Information Not Available
ABIA5	W 123		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 39'	Information Not Available	Information Not Available
ABIA6	W 125		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 42'	Information Not Available	Information Not Available
ABIA7	W 130		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 43'	Information Not Available	Information Not Available
ABIA8	W 155		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 36'	Information Not Available	Information Not Available
ABIA9	W 170		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 29'	Information Not Available	Information Not Available
ABIA10	W 175		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 36'	Information Not Available	Information Not Available
ABIA11	W 180		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 37'	Information Not Available	Information Not Available
ABIA12	W 190		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 38'	Information Not Available	Information Not Available
ABIA13	W 195		Austin, TX	TyMetal HySecurity / Slide	swing	6'6 x 36'	Information Not Available	Information Not Available
ABIA14	W 205		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 42'	Information Not Available	Information Not Available
ABIA15	W 210		Austin, TX	TyMetal HySecurity / Slide	Slide	7'6 x 25'	Information Not Available	Information Not Available
ABIA16	W 250		Austin, TX	TyMetal HySecurity / Slide	Slide	7'6 x 36'	Information Not Available	Information Not Available
ABIA17	W 280		Austin, TX	TyMetal HySecurity / Slide	Slide	7'6 x 36'	Information Not Available	Information Not Available
ABIA18	W 285		Austin, TX	TyMetal HySecurity / Slide	Slide	7'6 x 36'	Information Not Available	Information Not Available
ABIA19	W 305		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 36'	Information Not Available	Information Not Available
ABIA20	E 220		Austin, TX	B&H	Slide	6'6 x 34'	Information Not Available	Information Not Available
ABIA21	W 300		Austin, TX	TyMetal HySecurity / Slide	Slide	6'6 x 36'	Information Not Available	Information Not Available

IFB 8100-DCM1014
LIST OF AUTOMATIC SECURITY GATES
ATTACHMENT A
AUSTIN WATER
LIST OF AUTOMATIC SECURITY GATES

Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
AW1	Davis Water Treatment Plant - DA-Y-GATE-001-A Front entrance security gate	3500 W 35 Street	Austin, TX 78703	DA-Y-GATE-001-A Front entrance security gate	Dougle Slide	63' X 6'	Elite SL3000-UL Series	SU043003-89971
AW2	Davis Water Treatment Plant - DA-Y-GATE-002-A Back entrance security gate	3500 W 35 Street	Austin, TX 78703	DA-Y-GATE-002-A Back entrance security gate	Single Slide	61' X 6'	Chamberlain Elite SL585	4908N8459
AW3	Davis Davis Water Treatment Plant - DA-Y-GATE-003-A Low service drive, security swing gate	3500 W 35 Street	Austin, TX 78703	Low service drive, security swing gate		20' X 6'	Linear Model SWG-143	1606586299M 1606586300M
AW4	Glen Bell Service Center -Chamberlain Lift Master	3907 S Industrial Drive	Austin, TX 78744	Chamberline Lift Master	Single Slide	38'x6'	SL595-100-21-63	4012N3327
AW5	Glen Bell Service Center -Chamberlain Lift Master	3907 S Industrial Drive	Austin, TX 78744	Chamberline Lift Master	Double Slide	26x6'	SL595-100-21-63	3412N0831
AW6	Glen Bell Service Center -Chamberlain Lift Master	3907 S Industrial Drive	Austin, TX 78744	Chamberline Lift Master	Double Slide	26'x6'	SL595-100-21-63	04012N3325
AW7	Govalle OCCU Dev & Support	911 Linger Lane	Austin, TX 78721	Front Entrance security gate	Lift Master	36" x 5.75"	SL595-100-200-F1	3111N3438
AW8	Handcox Gate 1 - Main Entry	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	26' x 8'	Single Slide, SL585-100-43-G3	46113N1695
AW9	Handcox Gate 2 - Main Exit	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	26' x 8'	Slide Driver 222 E ST	Information Not Available
AW10	Handcox Gate 3A - Fiter Exit Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW11	Handcox Gate 3B - Fiter Exit Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW12	Handcox Gate 4A - Shop Entry Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW13	Handcox Gate 4B - Shop Exit Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW14	Handcox Gate 5A - Sodium Hypochlorite Entry Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW15	Handcox Gate 5B - Sodium Hypochlorite Exit Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	18 x 8'	Slide Driver 222 E ST	Information Not Available
AW16	Handcox Gate 6A - Bullock Hollow Entry Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	23' x 8'	Slide Driver 222 E ST	Information Not Available
AW17	Handcox Gate 6B - Bullock Hollow Exit Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	23' x 8'	Slide Driver 222 E ST	Information Not Available
AW18	Handcox Gate 7 - Low Service Pump Station Gate	6800 N FM 620	Austin, TX 78732	HySecurity / Slide	Slide Driver 222 E ST	32' x 8'	Slide Driver 222 E ST	Information Not Available
AW19	Hornsby Bend BMP	North Process 2210 S. FM 973	Austin, TX 78725	HySecurity / Slide	Slide Smart	40' x 28'	SlideSmart DC 15	SL15-1646-647
AW20	Hornsby Bend BMP	Southb North Process 2210 S. FM 973	Austin, TX 78725	HySecurity / Slide	Slide Smart	40' x 28'	SlideSmart DC 15	SM205-1651-233
AW21	Hornsby Bend BMP	Side Streatm 2210 S. FM 973	Austin, TX 78725	HySecurity / Swing double gates	Swing Smart	7.5' (ea side) x 16'	Swing Smart DC 5 20	SM205-1651-233
AW22	Hornsby Bend BMP	Main Entrance North 2210 S. FM 973	Austin, TX 78725	HySecurity / Slide	222 X1	21' x 14'	222 X1 ST	136310-0408-471
AW23	Hornsby Bend BMP	Main Entrance South 2210 S. FM 973	Austin, TX 78725	HySecurity / Slide	333 X1	31' x 20'	333 X1 ST	unable to locate
AW24	North Service Center	901 W Koenig Lane	Austin, TX 78756	Chamberlain Elite	Single Slide	30" x 6"	SL3000 UL	NA
AW25	North Service Center	901 W Koenig Lane	Austin, TX 78756	Chamberlain Elite	Single Slide	30" x 6"	SL3000501UL	2818N2408
AW26	Pump Stations and Reservoirs	Allen Road PS	Austin, TX 78756	Door King	Single slide, wrought Iron	Information Not Available	Single slide, wrought Iron	9610-068, 1007
AW27	Pump Stations and Reservoirs	Anderson Mill PS & Reservoir	Austin, TX	HySecurity	Single slide, chain link	Information Not Available	Single slide, chain link	222 SS ST, 015200-1537-511
AW28	Pump Stations and Reservoirs	Avery Ranch Reservoir	Austin, TX	Door King	Single slide, wrought Iron	Information Not Available	Single slide, wrought Iron	9,310
AW29	Pump Stations and Reservoirs	Barclay PS & Reservoir	Austin, TX	Door King	Single slide, wrought Iron	Information Not Available	Single slide, wrought Iron	9310-90, 140
AW30	Pump Stations and Reservoirs	Cat Mt PS	Austin, TX	Not Available	Double Slide, wrought iron	Information Not Available	Double Slide, wrought iron	302 S/MSL-75-11-3, 15323-2-1
AW31	Pump Stations and Reservoirs	East Austin PS & Reservoir	Austin, TX	HySecurity	Single Slide, chain link	Information Not Available	Single Slide, chain link	222 SS ST, 014800-1603-450
AW32	Pump Stations and Reservoirs	Forest Ridge PS & Reservoir	Austin, TX	Removed (May replace later)		Information Not Available	Information Not Available	
AW33	Pump Stations and Reservoirs	Pilot Knob PS & Reservoir	Austin, TX	Lift Master	Single Slide, chain link	Information Not Available	Single Slide, chain link	3121HM
AW34	Pump Stations and Reservoirs	Shepherd Mt PS	Austin, TX	Information Not Available	Double slide, wrought iron	Information Not Available	Double slide, wrought iron	GSL-50-11-S2, 137300300000002
AW35	Pump Stations and Reservoirs	Spicewood PS & Reservoir	Austin, TX	Linear	Single Slide, chain link	Information Not Available	Single Slide, chain link	SWG-123, 1709591063M
AW36	Remote Facilities	7113 FM 969	Austin, TX 78724	HySecurity	Slide, 222 x 1st	21' x 14'	Slide, 222 x 1st	136310-0408-466
AW37	South Austin Regional WWTP	Main Tentrance, 13009 Fallwell Lane	Del Valle, TX 78617	HySecurity	Slide, 222 x 1st	21' x 14'	Slide, 222 x 1st	136310-0408-468
AW38	South Austin Regional WWTP	Main Exity, 13009 Fallwell Lane	Del Valle, TX 78617	Not Available	Information Not Available	Information Not Available	Information Not Available	Information Not Available
AW39	South Service Center	3616 S 1 Street	Austin, TX 78704	Chamberlain Lift Master	Information Not Available	Information Not Available	SL595-100-21-63	3214n1162
AW40	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	09N7R16
AW41	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	09N7616
AW42	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	009N137
AW43	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	NA
AW44	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	NA
AW45	Tim Louviere Center	6301-B Harold Ct	Austin, TX 78721	Chamberlain Elite	Information Not Available	Information Not Available	SL3000UL	NA
AW46	Ullrich WTP	1000 Forest View Drive	Austin, TX 78746	TBD	TBD	TBD	TBD	TBD
AW47	Waller Creek Center	625 E. 10 Street	Austin, TX 78704	(Dasma) BrandParking Garage	Roll-up door	11.5'x8.5'	Information Not Available	Information Not Available
AW48	Walnut Creek WWTP	Main Entrance East 7113 FM 969	Austin, TX 78724	HySecurity	Slide, 222 SS ST	20' x 12'	Slide, 222 SS ST	06100-1839-589
AW49	Walnut Creek WWTP	Main Entrance West 7113 FM 969	Austin, TX 78724	HySecurity	Slide, 222 SS ST	21' x 12'	Slide, 222 SS ST	06100-1839-587
AW50	Walnut Creek WWTP	Driveway Admin & Maint 7113 FM 969	Austin, TX 78724	HySecurity	Slide, 222 SS ST	30' x 23'	Slide, 222 SS ST	011300-1839-586
AW51	Walnut Creek WWTP	Back-Mail-Shop-Headquarters 7113 FM 969	Austin, TX 78724	HySecurity	Slide, 222 SS ST	39' x 26'	Slide, 222 SS ST	06100-1839-588

IFB 8100-DCM1014
LIST OF AUTOMATIC SECURITY GATES
ATTACHMENT A

AW52	Walnut Creek WWTP	Far East Guard Shack7113 FM 969	Austin, TX 78724	Lift Master	SL3000UL1HP8	40' x 24'	SL3000UL1HP8	3914N2445
AW53	Webberville Service Center	2600 Webberville Rd	Austin, TX 78702	Chamberlain Elite	double	24'x8'	SL3000UL	NA
AW54	Webberville Service Center	2600 Webberville Rd	Austin, TX 78702	Chamberlain Elite	double	24'x8'	SL3000UL	NA

BUILDING SERVICE DEPARTMENT LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
BSD1	AFD Arson Investigations	3002 Guadalupe St	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD2	Austin Animal Center	7201 Levander Loop	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD3	Building Services HQ	411 Chicon	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD4	EMS 28 - DC1	5905 Nuckols Crossing Rd	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD5	EMS Station 1 - DC4	3616 S 1st St	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD6	EMS Station 14	7200 Berkman Dr	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD7	EMS Station 17	2307 Foster Ave	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD8	EMS Station 33 - DC5	4518 James Wheat St	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD9	Fire Station 8 / EMS 7	8989 Research Blvd	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD10	Fire Station 14 / Special Ops	4305 Airport Blvd	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD11	Fleet Acquisition/CTM Wireless (Radio Shop)	6400 Bolm Rd (1006 Smith Rd)	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD12	Fleet Administration	1190 Hargrave	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD13	Public Safety Training Campus (PSTC)	4800 Shaw Lane	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD14	Service Center #05	714 E 8th	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD15	Service Center #06	1182 Hargrave	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD16	Technicenter	4201 Ed Bluestein Blvd	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD17	RBJ- EMS	15 Waller St	Austin, TX	TBD	TBD	TBD	TBD	TBD
BSD18	Urban Transportation	1501 Toomey Rd/ 400 Jessie St	Austin, TX	TBD	TBD	TBD	TBD	TBD

PARKS AND RECREATION DEPARTMENT LIST OF AUTOMATIC SECURITY GATES								
Item	Location	Address	City, State, Zip	Description	Style	Gate Size	Model	Serial #
PARD1	Austin Nature & Science Center	301 Nature Center Drive	Austin, TX 78746	Vehicular Gate	TBD	approx. 8' x 19'	TBD	TBD
PARD2	Barton Springs Pool	2201 Barton Springs Road	Austin, TX 78746	Main Entrance Gate	Iron -Automatic Magnet Lock	7' x 7'	Not specified	Not specified
PARD3	Barton Springs Pool South Gate	1076 Robert E Lee Rd	Austin, TX 78704	South Gate Entrance	Steel-Automatic Magnet Lock	7' x 7'	Not specified	Not specified
PARD4	Central Maintenance Complex	2525 South Lakeshore Blvd.	Austin, TX 78741	Vehicular Gate	Lift Master Elite Series	7'6" x 20'	SL3000UL8	N/A
PARD5	Deep Eddy Pool	400 Deep Eddy Av	Austin, TX 78703	ADA Gate Exit	Steel Swing Gate	13' x 11'	Not specified	Not specified
PARD6	Deep Eddy Pool	400 Deep Eddy Av	Austin, TX 78704	ADA Gate Entrance	Steel Swing Gate	7' x 7'	Not specified	Not specified
PARD7	Jimmy Clay-Roy Kizer Municipal Golf Courses	5400 Jimmy Clay Dr	Austin, TX 78744-4600	Information Not Available	Information Not Available	Information Not Available	Information Not Available	Information Not Available
PARD8	Hancock Golf Course	811 E 41st St.	Austin, TX 78751	To Be Determined	To Be Determined	To Be Determined	To Be Determined	To Be Determined
PARD9	Matthew Brown Homestead	10140 Old San Antonio Road	Austin, TX 78748	To Be Determined	To Be Determined	To Be Determined	To Be Determined	To Be Determined



BID SHEET (SECTION 0600)
*****REVISION JANUARY 6, 2020*****

CITY OF AUSTIN

ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICE

SOLICITATION NO. **IFB 8100-DCM1014 REBID1**
BUYER: **DIANA MCINTOSH**

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation will 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. The City reserves the right to add locations, additional gates, delete gates, and add departments, during the course of this contract.

CATEGORY 1 - INITIAL ASSESSMENT OF CITY GATES

One time assessment shall may be completed on City Gates to include labor, equipment and transportation.
Written assessment report shall be provided to Contract Manager or Department Designee.

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED QUANTITY OF GATES	EACH	EXTENDED PRICE
1.1	Assessment of City Gates	5.3	Each	115	\$ 118.00	\$ 13,570.00
SUBTOTAL FOR CATEGORY 1 =						\$ 13,570.00

CATEGORY 2 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	4,810	\$ 131.00	\$ 630,110.00
2.2	Quarterly Preventive Maintenance Services: Welder Monday - Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	3,005	\$ 142.00	\$ 426,710.00
2.3	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 2 =						\$ 1,066,820.00

CATEGORY 3 - HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
3.1	Normal Business Hours: Technician: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	2,810	\$ 118.00	\$ 331,580.00
3.2	Normal Business Hours: Welder: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	1,105	\$ 145.00	\$ 160,225.00
3.3	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 3 =						\$ 491,805.00

CATEGORY 4 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
4.1	Non-Regular Hours: Technician Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	2,810	\$ 118.00	\$ 331,580.00
4.2	Non-Regular Hours: Welder Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	1,105	\$ 145.00	\$ 160,225.00
4.3	Non-Regular Hours: Emergency Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 4 =						\$ 491,805.00

CATEGORY 5 - QUARTERLY PREVENTATIVE MAINTENANCE

The Contractor shall provide all equipment, materials, labor, tools, specialized equipment, insurance, permits, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the quarterly preventive maintenance services.

ITEM NO.	GATE	MANUFACTURE/OPERATION	GATE SIZE	CONTROLLER	NUMBER OF MONTHS	QUARTERLY RATE	EXTENDED PRICE
5.1	E103	V-MAG / SLIDE	6'6" x 48'	VM 1420	12	\$ 175.00	\$ 2,100.00
5.2	E 140	TyMetal HySecurity / Slide	6'6" x 37'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.3	E 105	TyMetal HySecurity / Slide	6'6" x 79'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.4	E 110	TyMetal HySecurity / Slide	9'6" x 33'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.5	E 115	TyMetal HySecurity / Slide	9' x 33'	222 DX ST	12	\$ -	\$ -
5.6	W 115	TyMetal HySecurity / Slide	9'6" x 15'	HRG 220-B-ST	12	\$ 198.00	\$ 2,376.00
5.7	W 120A	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ -	\$ -
5.8	W 120B	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ -	\$ -
5.9	W 123	TyMetal HySecurity / Slide	6'6" x 39'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.10	W 125	TyMetal HySecurity / Slide	6'6" x 42'	222 DX1.7 ST	12	\$ 175.00	\$ 2,100.00
5.11	W 130	TyMetal HySecurity / Slide	6'6" x 43'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.12	W 155	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.13	W 170	TyMetal HySecurity / Slide	6'6" x 29'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.14	W 175	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.15	W 180	TyMetal HySecurity / Slide	6'6" x 37'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.16	W 190	TyMetal HySecurity / Slide	6'6" x 38'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.17	W 195	TyMetal HySecurity / Slide	6'6" x 36'	HRG 220-B-ST	12	\$ 175.00	\$ 2,100.00
5.18	W 205	TyMetal HySecurity / Slide	6'6" x 42'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.19	W 210	TyMetal HySecurity / Slide	7'6" x 25'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.20	W 240	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ -	\$ -
5.21	W 250	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.22	W 280	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.23	W 285	TyMetal HySecurity / Slide	7'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.24	W 305	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.25	W300	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	16	\$ -	\$ -
5.26	E220	B&H	6'6" x 34'	TBD	16	\$ -	\$ -
5.27	TBD	Lift Master Elite Series	7'6" x 20'	Honeywell	8	\$ -	\$ -
TOTAL EXTENDED PRICE FOR CATEGORY 5 =							\$ 42,276.00

CATEGORY 6 - SPARE PARTS LIST

ITEM NO.	ITEM DESCRIPTION	PART NUMBER	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	HY5A Vehicle Detector	mx000041	Each	9	\$ 182.74	\$ 1,644.66
6.2	Cable assy, control to display	mx000046	Each	10	\$ 21.47	\$ 214.70
6.3	IES Sensor replacement kit	mx000091	Each	26	\$ 51.00	\$ 1,326.00
6.4	Valve, solenoid, 2P4W, 3000 PSI	mx000172	Each	16	\$ 173.06	\$ 2,768.96
6.5	Coil, D-Type, 24V DC	mx000184	Each	16	\$ 93.86	\$ 1,501.76
6.6	Coil, P-Type, 24V DC	mx000185	Each	16	\$ 71.86	\$ 1,149.76
6.7	Keypad, 5 button, membrane	mx000343	Each	7	\$ 58.66	\$ 410.62
6.8	Contact, 24V, 50/60 HRZ	mx000485	Each	28	\$ 240.72	\$ 6,258.72
6.9	Transformer, 120/ 208/ 240/ 480V	mx000486	Each	13	\$ 115.00	\$ 1,495.00
6.10	Power supply board	mx000487	Each	13	\$ 203.76	\$ 2,648.88

6.11	STC board, SD, AD, AC, V.4.24	mx000585-1	Each	13	\$	963.29	\$	12,522.77
6.12	STC board, SD, AD, DC, V.4.24	mx000585-2	Each	13	\$	166.33	\$	2,162.29
6.13	STC board, SR, AD, AC, V.4.24	mx000585-3	Each	13	\$	963.29	\$	12,522.77
6.14	STC board, SA, AD, AC, V.4.24	mx000585-5	Each	13	\$	963.29	\$	12,522.77
6.15	Download cable kit	mx000687	Each	11	\$	110.00	\$	1,210.00
6.16	Limit switch assy, ST SD	mx000672	Each	24	\$	1,636.33	\$	39,271.92
6.17	Display board	mx000678	Each	11	\$	156.39	\$	1,720.29
6.18	6" wheel and hardware	mx002707	Each	30	\$	161.99	\$	4,859.70
6.19	8" wheel and hardware	mx000690	Each	30	\$	161.99	\$	4,859.70
6.20	Motor, 60 HZ 1Ø, 1HP, 3450 RPM	mx000784	Each	10	\$	620.38	\$	6,203.80
6.21	Motor, 60 HZ 1Ø, 2HP, 3450 RPM	mx000785	Each	8	\$	721.57	\$	5,772.56
6.22	Limit switch assembly, SR	mx000866	Each	14	\$	170.19	\$	2,382.66
6.23	Start switch, 0.75 HP Baldor	mx000964	Each	12	\$	108.53	\$	1,302.36
6.24	Start switch, 1 & 2 HP, 60 HZ	mx000965	Each	12	\$	153.99	\$	1,847.88
6.25	Kit, limit ramp, type B rail	mx000968	Each	26	\$	36.67	\$	953.42
6.26	Limit switch, close, SA	mx000969	Each	26	\$	101.20	\$	2,631.20
6.27	Oil, 1 gal. unitflow	mx000970	Each	36	\$	73.33	\$	2,639.88
6.28	Coil, 24 vac, Della	mx000973	Each	12	\$	75.00	\$	900.00
6.29	Motor assy, 10", rotor stator	mx001149	Each	6	\$	508.48	\$	3,050.88
6.30	Motor coupling kit	mx001850	Each	10	\$	66.00	\$	660.00
6.31	Jamleson HD 6" truck assembly	274006	Each	20	\$	103.53	\$	2,070.60
6.32	Jamleson HD 10" truck assembly	274010	Each	20	\$	149.99	\$	2,999.80
6.33	Tymetal super 8 HD fortress truck	24865	Each	20	\$	-	\$	-
6.34	MVP D-TEK 9V- 220V AC/DC	TBD	Each	26	\$	-	\$	-
6.35	Hy-Security Collar - Locking / Gate Wheel	35321	Each	26	\$	-	\$	-
TOTAL EXTENDED PRICE FOR CATEGORY 6 =							\$	144,486.31
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 6 =							\$	2,240,762.31

CATEGORY 7 - NON-SPECIFIED SERVICES PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES

CATEGORY 7 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

The City estimates an annual spending need of \$652,000.00 for parts, new gates, replacement parts for gates and materials to complete these services.

Offeror shall be able to provide parts, new gates, replacement parts for gates and materials to complete these services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, Texas area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
7.1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$652,000.00	0%	\$ 652,000.00
TOTAL EXTENDED PRICE FOR CATEGORY 7 =				\$652,000.00

CATEGORY 8- SPARE PARTS

CATEGORY 8 - SPARE PARTS (For Informational Purposes Only)

The City estimates an annual spending need of \$385,000.00 for spare parts.

Offeror shall be able to provide spare parts. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
8.1	Parts, as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$385,000.00	0%	\$ 385,000.00

TOTAL EXTENDED PRICE FOR CATEGORY 8 = \$ 385,000.00

CATEGORY 9- IFB CHECKLIST

ITEM NO.	ITEM DESCRIPTION	INCLUDED IN BID
9.1	Offeror has a minimum of five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs and attached documentation demonstrating this requirement. Section 4.1	<input checked="" type="checkbox"/> Yes
9.2	Offeror provided qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with Offeror bid package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement and installation of automatic access gates. Section 4.3	<input checked="" type="checkbox"/> Yes
9.3	Offeror provided welder certifications and proof of experience for the certified welders that are assigned to this Contract with Offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum. Section 4.5	<input type="checkbox"/> Yes
9.4	Offeror provided documentation demonstrating on-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Section 4.4.1	<input checked="" type="checkbox"/> Yes
9.5	Offeror provided a statement of warranty for workmanship and materials. Section 7.1	<input checked="" type="checkbox"/> Yes
9.60	Offeror attached all signed documents requested on Page 2 of the Offer Sheet of the IFB Package	<input checked="" type="checkbox"/> Yes
9.61	Offeror attached Revised Section 0600 Bid Sheet with the IFB Package.	<input checked="" type="checkbox"/> Yes

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVER THE ITEMS TO THE CITY:

2/10 Business Days

DELIVERY METHOD: COMMON CARRIER (FedEx, PS) VENDOR DELIVERY

COMPANY NAME: Compound Security Specialist

EMAIL ADDRESS: service@compoundsecurity.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 MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Compound Security Specialist	
Physical Address	440 Industrial Blvd. Austin, Texas, 78745	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> 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 Compound Security Specialist

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 Beck & Co.
Name and Title of Contact Calvin Whitmarsh - mgr
Project Name Chamonix
Present Address 2450 Wickersham Ln.
City, State, Zip Code Austin, Texas, 78741
Telephone Number (512) 474-1551 Fax Number ()
Email Address calvin@beckandco.com

2. Company's Name Goodwin & Co.
Name and Title of Contact Kelly Browder AMENITY ACCESS mgr.
Project Name SEVERAL sites
Present Address 11149 Research Blvd. #100
City, State, Zip Code Austin, Texas, 78759
Telephone Number (512) 852-2915 Fax Number ()
Email Address Kelly.browder@goodwinTX.com

3. Company's Name Community Association Management
Name and Title of Contact Kimberly Ralph - Prop. mgr
Project Name SEVERAL
Present Address 7700 TX-71 #270
City, State, Zip Code Austin, Texas, 78735
Telephone Number (512) 288-2376 Fax Number ()
Email Address Kimberly@CAMANAGERS.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.

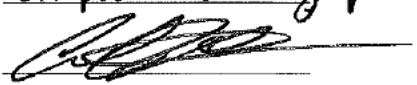
Term:

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 2nd day of JANUARY, 2020

CONTRACTOR
Authorized
Signature

Title

Compound Security Specialist

SERVICE MANAGER

Section 0815: Living Wages Contractor Certification

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

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

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Matt Rush	Compound Security Specialist	Prime	24.00	SERV. Tech
Mike Machu	"	"	20.50	" "
Marco Dugue	"	"	21.50	" "
Silvino Torres	"	"	21.00	Welder
Nixon Torres	"	"	21.00	"
Daniel Cantu	"	"	19.00	"

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

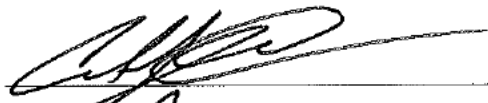
A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent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

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

Contractor's Name:

Compound Security Specialist

Signature of Officer
or Authorized
Representative:



Date: 1-2-2020

Printed Name:

Carl J. Scheidt

Title

Service Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Compound Security Specialist

- 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: Texas Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: IFB 8100-DCM1014REBID1

SOLICITATION TITLE: On-Site Automatic Gates Maintenance and Repair Services

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

Instructions:

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

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

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

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

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

Offeror Information			
Company Name	Compound Security Specialist		
City Vendor ID Code	CompoundSecure - V00000963895		
Physical Address	440 Industrial Blvd.		
City, State Zip	Austin, Texas, 78745		
Phone Number	512-444-4283	Email Address	Service@CompoundSecure.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>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p><i>Carl Schmidt</i> Service mgr. <i>[Signature]</i> 1-2-2020</p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: IFB 8100-DCM1014REBID1

SOLICITATION TITLE: ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICES

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

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

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

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

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

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

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

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

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

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

GOOD FAITH EFFORTS CHECK LIST –

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

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

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

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: IFB 8100-DCM1014REBID1

SOLICITATION TITLE: ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICES

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

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: IFB 8100-DCM1014REBID1

SOLICITATION TITLE: ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICES

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

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor

Date

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

Director/Assistant Director or Designee

Date

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Diana McIntosh 512-974-2034	PM Name/Phone	Tina Gamez (512) 530-6717
Sponsor/User Dept.	Department of Aviation	Sponsor Name/Phone	Tina Gamez (512) 530-6717
Solicitation No	IFB 8600-DCM1014 REBID1 eCapris 134070 RQM 1904170046	Project Name	Access Gate Maintenance, Installation, Repairs and Parts
Contract Amount	\$2,125,000.00	Ad Date (if applicable)	December 9, 2019

Procurement Type

- | | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input checked="" type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The City of Austin (City) seeks bids from qualified Contractor(s) to provide labor, parts, equipment and materials with experience in the inspection, maintenance, repair, replacement, and modernization of automatic gates at City facilities located throughout the Austin area

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

Was a solicitation previously issued: Yes
 Current Contract No. MA 8100 NA140000034
 Prior Solicitation No IFB PAX0047
 No Goals were established for contract NA140000034
 RCA Date 11/21/2013 Agenda Item No. 34 for Contract NA140000034

SMBR originally reviewed this solicitation on 9/10/2019 and determined that No Goals were applicable to this procurement (copy attached). This is a Rebid. eCapris 130819

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

93673 Security and Access Systems Maintenance and Repair

Diana McIntosh 12/3/2019

Buyer Confirmation **Date**

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received		Date Assigned to BDC	
----------------------	--	-----------------------------	--

In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 6 MBEs and 2 WBEs available for this project.

Subcontracting Opportunities Identified

There are no subcontracting opportunities identified.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date

12/6/19

SMBR Director or Designee

[Signature]

Date

12/9/19

Returned to/ Date:

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Diana McIntosh 512-974-2034	PM Name/Phone	Tina Gamez (512) 530-6717
Sponsor/User Dept.	Department of Aviation	Sponsor Name/Phone	Tina Gamez (512) 530-6717
Solicitation No	IFB 8600-DCM1014 REBID1 eCapris 134070 RQM 1904170046	Project Name	Access Gate Maintenance, Installation, Repairs and Parts
Contract Amount	\$2,125,000.00	Ad Date (if applicable)	December 9, 2019

Procurement Type

- | | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input checked="" type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The City of Austin (City) seeks bids from qualified Contractor(s) to provide labor, parts, equipment and materials with experience in the inspection, maintenance, repair, replacement, and modernization of automatic gates at City facilities located throughout the Austin area

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

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 No Goals were established for contract NA140000034
 RCA Date 11/21/2013 Agenda Item No. 34 for Contract NA140000034

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

93673 Security and Access Systems Maintenance and Repair

Diana McIntosh

12/3/2019

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received

Date Assigned to BDC

In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 6 MBEs and 2 WBEs available for this project.

Subcontracting Opportunities Identified

There are no subcontracting opportunities identified.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date

12/6/19

SMBR Director or Designee

[Signature]

Date

12/9/19

Returned to/ Date:



Amendment No. 6
to
Contract No. NA140000034
for
On-Site Automatic Gates Maintenance and Repair Services
between
CD & SA-S, Inc., DBA Compound Security Specialists DBA South Austin Metals
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 60 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

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

- 2.0 Corrects Total Contract Amount to read: \$1,566,325.86.
- 3.0 Effective April 02, 2020, the term for the holdover will be April 02, 2020 to May 31, 2020.
- 4.0 The total contract amount is unchanged for the extension period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/03/2013-12/02/2016	\$783,163.86	\$ 783,163.86
Amendment No. 1: Option 1 – Extension 12/03/2016 - 12/02/2017	\$261,054.00	\$1,044,217.80
Amendment No. 2: Option 2 - Extension 12/03/2017 – 12/02/2018	\$261,054.00	\$1,305,271.80
Amendment No. 3: Option 3 - Extension 12/03/2018 -- 12/02/2019	\$261,054.00	\$1,566,325.80
Amendment No. 4: Holdover for 120 days 12/3/2019 – 04/01/2020	\$0.00	\$1,566,325.86
Amendment No. 5: Change Vendor Information 10/24/2019	\$0.00	\$1,566,325.86
Amendment No. 6: Holdover for 60 days 04/02/2020 – 05/31/2020	\$0.00	\$1,566,325.86

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principles 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.

7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

CD & SA-S, INC.
DBA COMPOUND SECURITY
SPECIALISTS
DBA SOUTH AUSTIN METALS

CITY OF AUSTIN

BY:

BY: 
Signature

Signature

Carl J. Scherdt
Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title: Service Manager

Title: _____

Date: 3-11-2020

Date: _____

Fusion Services, Ltd
dba Auto Gate; Compound Security Specialists
440 Industrial Blvd.
Austin, Texas 78745-1208
Carl@service@compoundsecure.com

City of Austin
Purchasing Office
124 W 8th Street, Ste 310
Austin, TX 78701



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 8600 DCM1014REBID1

Addendum No: 2

Date of Addendum: January 6, 2020

This addendum is to revise Section 0600 Bid Sheet and respond to the following question received on the above referenced solicitation:

I. Clarifications: Section 0600 Bid Sheet is hereby attached hereto.

II. Questions:

Q1. It looks like your Bid sheet (section 0600) has a cell that will has a formula issue. It is 6.24 in the extended price column for (start switch, 1 & 2 HP, 60 HZ). It will not calculate the for the extended price. Can you fix this or should I write in the numbers manually?

A1 Bid Sheet (0600) has been corrected to calculate the extended price.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Carl Schardt

Name

[Signature]

Authorized Signature

1-6-2020

Date

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



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 8600 DCM1014REBID1

Addendum No: 1

Date of Addendum: 12/06/2019

This addendum is to replace Section 0600 Bid Sheet in its entirety and to respond to the following questions received on the above referenced solicitation:

I. Clarifications: Section 0600 Bid Sheet is hereby deleted in its entirety and replaced by Revised Section 0600 Bid Sheet attached hereto.

II. Questions:

Q1. Scope of Work (0500) Page 7, Paragraph 5.4.1.3 – Says 2 hours response time from the request.
Scope of Work (0500) Page 7, Paragraph 5.4.1.5 – Refers to 4 hours response time for normal calls.
Scope of Work (0500) Page 7, Paragraph 5.4.1.6 – Refers to Urgent calls being a 2-hour response time.
What kind of call is 5.4.1.3 referring to?

A1 Scope of Work (0500) Page 7, Paragraph 5.4.1.3 shall be amended by deleting the following:

~~Paragraph 5.4.1.3 Respond to and be at the specified location, within two (2) hours from the time the service request is received from the Contract Manager or Department Designee.~~

Q2. **Scope of Work (0500) Page 13, Paragraph 5.8.2.1.2 – Preventative Maintenance** – says it is required. What if the city does not want it done? Is it required on their side also?

A2. Yes, routine and preventative maintenance services shall meet manufacturers recommended requirements, or at least be performed once a year to ensure the gates operate at maximum efficiency levels if a manufacturers preventative maintenance service schedule is not available.

Q3. **Scope of Work (0500) Page 14, Paragraph 5.8.2.4 – Preventative Maintenance's require 1 per qtr.**?
Again, is this required from both sides?

A3. Yes. Contractor shall perform routine and preventative maintenance visits at a minimum of once per quarter. Contractor shall provide full maintenance services to the gates that include but not limited to, regular and systematic examination, adjustment, alignment, and lubrication of each gate. Service shall include the repair, as approved by the Contract Manager or Department Designee.

Q4. **Bid Sheet (0600) Category 2, Our Preventative Maintenance pricing is based on the number of operators per site.** We generally do not do these after hours. In 10 plus years of working with COA we have never been asked to do them after hours. How would you like this to be handled?

A4. **Section 0600 Bid Sheet is hereby deleted in its entirety and replaced by Revised Section 0600 Bid Sheet attached hereto.**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Carl Schmidt
Name

[Signature]
Authorized Signature

12-30-19
Date

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

BID SHEET (SECTION 0600)
*******REVISION JANUARY 6, 2020*******
CITY OF AUSTIN
ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICE

SOLICITATION NO.: DCM1014REBID1

RX NO

BUYER: Diana McIntosh

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation will 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. The City reserves the right to add locations, additional gates, delete gates, and add departments, during the course of this contract.

Receipt Number	1	3	2
Vendor Name	Compound Security Specialists	Cedar Park Overhead Doors	XRT LLC
Local Presence	Yes	*	*
MBE/WBE	No	*	*

CATEGORY 1 - INITIAL ASSESSMENT OF CITY GATES
One time assessment shall may be completed on City Gates to include labor, equipment and transportation.
Written assessment report shall be provided to Contract Manager or Department Designee.

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT	EST QTY OF GATES	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
1.1	Assessment of City Gates	5.3	Each	115	\$ 118.00	\$ 13,570.00	*	*	*	*
TOTAL FOR CATEGORY 1 =					\$	13,570.00	\$	-	\$	-

CATEGORY 2 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT	EST ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE
2.1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	4810	\$ 131.00	\$ 630,110.00	*	*	*	*
2.2	Quarterly Preventive Maintenance Services: Welder Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	3005	\$ 142.00	\$ 426,710.00	*	*	*	*
2.3	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00	*	*	*	*
TOTAL FOR CATEGORY 2 =					\$	1,056,820.00	*	*	*	*

CATEGORY 3- HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT	EST ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE
3.1	Normal Business Hours: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	2810	\$ 118.00	\$ 331,580.00	*	*	*	*
3.2	Normal Business Hours: Welder Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	1105	\$ 145.00	\$ 160,225.00	*	*	*	*
3.3	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00	*	*	*	*
TOTAL FOR CATEGORY 3 =					\$	491,805.00	*	*	*	*

CATEGORY 4 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS											
ITEM NO.	ITEM DESCRIPTION		SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT	EST ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE	HOURLY RATE	EXTENDED PRICE
4.1	Non-Regular Hours: Technician Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays		5.4.2	Hour	2810	\$ 118.00	\$ 331,580.00	*	*	*	*
4.2	Non-Regular Hours: Welder Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays		5.4.2	Hour	1105	\$ 145.00	\$ 160,225.00	*	*	*	*
4.3	Non-Regular Hours: Emergency Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays		5.8.3	Hour	75	\$ 225.00	\$ 16,875.00	*	*	*	*
TOTAL FOR CATEGORY 4 =						\$	491,805.00	*		*	
CATEGORY 5 - QUARTERLY PREVENTATIVE MAINTENANCE											
The Contractor shall provide all equipment, materials, labor, tools, specialized equipment, insurance, permits, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the quarterly preventive maintenance services.											
ITEM NO.	GATE	MANUFACTURE/ OPERATION	GATE SIZE	CONTROLE R	NUMBER OF MONTHS	QTR RATE	EXTENDED PRICE	QTR RATE	EXTENDED PRICE	QTR RATE	EXTENDED PRICE
5.1	E103	V-MAG / SLIDE	6'6 x 48'	VM 1420	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.2	E 140	TyMetal HySecurity / Slide	6'6 x 37'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.3	E 105	TyMetal HySecurity / Slide	6'6" x 79'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.4	E 110	TyMetal HySecurity / Slide	9'6 x 33'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.5	E 115	TyMetal HySecurity / Slide	9' x 33'	222 DX ST	12	\$ -	\$ -	*	*	*	*
5.6	W 115	TyMetal HySecurity / Slide	9'6 x 15'	HRG 220-B-ST	12	\$ 198.00	\$ 2,376.00	*	*	*	*
5.7	W 120A	TyMetal HySecurity / Slide	9'6 x 42'	222 DX ST	12	\$ -	\$ -	*	*	*	*
5.8	W 120B	TyMetal HySecurity / Slide	9'6 x 42'	222 DX ST	12	\$ -	\$ -	*	*	*	*
5.9	W 123	TyMetal HySecurity / Slide	6'6 x 39'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.1	W 125	TyMetal HySecurity / Slide	6'6 x 42'	222 DX1.7 ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.11	W 130	TyMetal HySecurity / Slide	6'6 x 43'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.12	W 155	TyMetal HySecurity / Slide	6'6 x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.13	W 170	TyMetal HySecurity / Slide	6'6 x 29'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.14	W 175	TyMetal HySecurity / Slide	6'6 x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.15	W 180	TyMetal HySecurity / Slide	6'6 x 37'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.16	W 190	TyMetal HySecurity / Slide	6'6 x 38'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.17	W 195	TyMetal HySecurity / Slide	6'6 x 36'	HRG 220-B-ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.18	W 205	TyMetal HySecurity / Slide	6'6 x 42'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.19	W 210	TyMetal HySecurity / Slide	7'6 x 25'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.2	W 240	TyMetal HySecurity / Slide	6'6 x 36'	222 DS ST	12	\$ -	\$ -	*	*	*	*
5.21	W 250	TyMetal HySecurity / Slide	7'6 x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.22	W 280	TyMetal HySecurity / Slide	7'6 x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.23	W 285	TyMetal HySecurity / Slide	7'6 x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.24	W 305	TyMetal HySecurity / Slide	6'6 x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00	*	*	*	*
5.25	W300	TyMetal HySecurity / Slide	6'6 x 36'	222 DS ST	16	\$ -	\$ -	*	*	*	*
5.26	E220	B&H	6'6 x 34'	TBD	16	\$ -	\$ -	*	*	*	*
5.27	TBD	Lift Master Elite Series	7'6" x 20'	Honeywell	8	\$ -	\$ -	*	*	*	*
TOTAL EXTENDED PRICE FOR CATEGORY 5 =						\$	42,276.00	*	*	*	*

CATEGORY 6- SPARE PARTS LIST										
ITEM NO.	ITEM DESCRIPTION	PART NUMBER	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6.1	HY5A Vehicle Detector	mx000041	Each	9	\$ 182.74	\$ 1,644.66	*	*	*	*
6.2	Cable assy, control to display	mx000046	Each	10	\$ 21.47	\$ 214.70	*	*	*	*
6.3	IES Sensor replacement kit	mx000091	Each	26	\$ 51.00	\$ 1,326.00	*	*	*	*
6.4	Valve, solenoid, 2P4W, 3000 PSI	mx000172	Each	16	\$ 173.06	\$ 2,768.96	*	*	*	*
6.5	Coil, D-Type, 24V DC	mx000184	Each	16	\$ 93.86	\$ 1,501.76	*	*	*	*
6.6	Coil, P-Type, 24V DC	mx000185	Each	16	\$ 71.86	\$ 1,149.76	*	*	*	*
6.7	Keypad, 5 button, membrane	mx000343	Each	7	\$ 58.66	\$ 410.62	*	*	*	*
6.8	Contactor, 24V, 50/60 HRZ	mx000485	Each	26	\$ 240.72	\$ 6,258.72	*	*	*	*
6.9	Transformer, 120/ 208/ 240/ 480V	mx000486	Each	13	\$ 115.00	\$ 1,495.00	*	*	*	*
6.1	Power supply board	mx000487	Each	13	\$ 203.76	\$ 2,648.88	*	*	*	*
6.11	STC board, SD, AD, AC, V.4.24	mx000585-1	Each	13	\$ 963.29	\$ 12,522.77	*	*	*	*
6.12	STC board, SD, AD, DC, V.4.24	mx000585-2	Each	13	\$ 166.33	\$ 2,162.29	*	*	*	*
6.13	STC board, SR, AD, AC, V.4.24	mx000585-3	Each	13	\$ 963.29	\$ 12,522.77	*	*	*	*
6.14	STC board, SA, AD, AC, V.4.24	mx000585-5	Each	13	\$ 963.29	\$ 12,522.77	*	*	*	*
6.15	Download cable kit	mx000667	Each	11	\$ 110.00	\$ 1,210.00	*	*	*	*
6.16	Limit switch assy, ST SD	mx000672	Each	24	\$ 1,636.33	\$ 39,271.92	*	*	*	*
6.17	Display board	mx000678	Each	11	\$ 156.39	\$ 1,720.29	*	*	*	*
6.18	6" wheel and hardware	mx002707	Each	30	\$ 161.99	\$ 4,859.70	*	*	*	*
6.19	8" wheel and hardware	mx000690	Each	30	\$ 161.99	\$ 4,859.70	*	*	*	*
6.2	Motor, 60 HZ 1/E, 1HP, 3450 RPM	mx000784	Each	10	\$ 620.38	\$ 6,203.80	*	*	*	*
6.21	Motor, 60 HZ 1/E, 2HP, 3450 RPM	mx000785	Each	8	\$ 721.57	\$ 5,772.56	*	*	*	*
6.22	Limit switch assembly, SR	mx000866	Each	14	\$ 170.19	\$ 2,382.66	*	*	*	*
6.23	Start switch, 0.75 HP Baldor	mx000964	Each	12	\$ 108.53	\$ 1,302.36	*	*	*	*
6.24	Start switch, 1 & 2 HP, 60 HZ	mx000965	Each	12	\$ 153.99	\$ 1,847.88	*	*	*	*
6.25	Kit, limit ramp, type B rail	mx000968	Each	26	\$ 36.67	\$ 953.42	*	*	*	*
	Limit switch, close, SA	mx000969	Each	26	\$ 101.20	\$ 2,631.20	*	*	*	*
6.27	Oil, 1 gal. uniflow	mx000970	Each	36	\$ 73.33	\$ 2,639.88	*	*	*	*
6.28	Coil, 24 vac, Delta	mx000973	Each	12	\$ 75.00	\$ 900.00	*	*	*	*
6.29	Motor assy, 10", rotor stator	mx001149	Each	6	\$ 508.48	\$ 3,050.88	*	*	*	*
6.3	Motor coupling kit	mx001650	Each	10	\$ 66.00	\$ 660.00	*	*	*	*
6.31	Jamieson HD 6" truck assembly	274006.00	Each	20	\$ 103.53	\$ 2,070.60	*	*	*	*
6.32	Jamieson HD 10" truck assembly	274010.00	Each	20	\$ 149.99	\$ 2,999.80	*	*	*	*
6.33	Tymetal super 8 HD fortress truck	24865.00	Each	20	\$ -	\$ -	*	*	*	*
6.34	MVP D-TEK 9V- 220V AC/DC	TBD	Each	26	\$ -	\$ -	*	*	*	*
6.35	Hy-Security Collar - Locking / Gate Wheel	35321.00	Each	26	\$ -	\$ -	*	*	*	*
TOTAL EXTENDED PRICE FOR CATEGORY 6 =					\$	144,486.31	*	*	*	
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 6 =					\$	2,240,762.31	*	*	*	

CATEGORY 7 - NON-SPECIFIED SERVICES PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES

CATEGORY 7 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

The City estimates an annual spending need of \$652,000.00 for parts, new gates, replacement parts for gates and materials to complete these services.

Offeror shall be able to provide parts, new gates, replacement parts for gates and materials to complete these services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, Texas area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 7 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE	MARKUP TO COSTS (PERCENTAGE)		MARKUP TO COSTS (PERCENTAGE)	
7.1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$652,000.00	0%	\$ 652,000.00	+	+	+	+
TOTAL EXTENDED PRICE FOR CATEGORY 7 =				\$652,000.00	+	+	+	+

CATEGORY 8- SPARE PARTS

CATEGORY 8 - SPARE PARTS (For Informational Purposes Only)

The City estimates an annual spending need of \$385,000.00 for spare parts.

Offeror shall be able to provide spare parts. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 8 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE	MARKUP TO COSTS (PERCENTAGE)		MARKUP TO COSTS (PERCENTAGE)	
8.1	Parts, as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$385,000.00	0%	\$ 385,000.00	+	+	+	+
TOTAL EXTENDED PRICE FOR CATEGORY 8 =				\$ 385,000.00	+	+	+	+

Note: * Deemed non-responsive - Did not meet requirements of the solicitation.

Award Method: By one total
 Prepared by: Leslie Perkins
 Approved by: Diana McIntosh
 Yellow notates award



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

February 14, 2020

Carl Scheidt, Service Manager
Compound Security Specialist
440 Industrial Blvd
Austin, TX 78745

Subject: Recommendation for Award of IFB 8100 DCM1014REBID1 – On-Site Automatic Gates Maintenance and Repair Services

Dear Mr. Scheidt:

Thank you for your response to IFB 8100 DCM1014REBID1 – On-Site Automatic Gates Maintenance and Repair Services solicitation for the City of Austin. Purchasing staff has completed their evaluation and has recommended award to Compound Security Specialist.

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

Sincerely,

Diana McIntosh
Procurement Specialist II
City of Austin
Purchasing Office



BID SHEET (SECTION 0600)
*****REVISION JANUARY 6, 2020*****

CITY OF AUSTIN

ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICE

SOLICITATION NO. IFB 8100-DCM1014 REBID1
BUYER: DIANA MCINTOSH

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation will 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. The City reserves the right to add locations, additional gates, delete gates, and add departments, during the course of this contract.

CATEGORY 1 - INITIAL ASSESSMENT OF CITY GATES

One time assessment shall may be completed on City Gates to include labor, equipment and transportation.
Written assessment report shall be provided to Contract Manager or Department Designee.

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED QUANTITY OF GATES	EACH	EXTENDED PRICE
1.1	Assessment of City Gates	5.3	Each	115	\$ 118.00	\$ 13,570.00
SUBTOTAL FOR CATEGORY 1 =						\$ 13,570.00

CATEGORY 2 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	4,810	\$ 131.00	\$ 630,110.00
2.2	Quarterly Preventive Maintenance Services: Welder Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	3,005	\$ 142.00	\$ 426,710.00
2.3	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 2 =						\$ 1,066,820.00

CATEGORY 3 - HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
3.1	Normal Business Hours: Technician: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	2,810	\$ 118.00	\$ 331,580.00
3.2	Normal Business Hours: Welder: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	1,105	\$ 145.00	\$ 160,225.00
3.3	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 3 =						\$ 491,805.00

CATEGORY 4 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
4.1	Non-Regular Hours: Technician Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	2,810	\$ 118.00	\$ 331,580.00
4.2	Non-Regular Hours: Welder Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	1,105	\$ 145.00	\$ 160,225.00
4.3	Non-Regular Hours: Emergency Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 225.00	\$ 16,875.00
SUBTOTAL FOR CATEGORY 4 =						\$ 491,805.00

CATEGORY 5 - QUARTERLY PREVENTATIVE MAINTENANCE

The Contractor shall provide all equipment, materials, labor, tools, specialized equipment, insurance, permits, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the quarterly preventive maintenance services.

ITEM NO.	GATE	MANUFACTURE/OPERATION	GATE SIZE	CONTROLLER	NUMBER OF MONTHS	QUARTERLY RATE	EXTENDED PRICE
5.1	E103	V-MAG / SLIDE	6'6" x 48'	VM 1420	12	\$ 175.00	\$ 2,100.00
5.2	E 140	TyMetal HySecurity / Slide	6'6" x 37'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.3	E 105	TyMetal HySecurity / Slide	6'6" x 79'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.4	E 110	TyMetal HySecurity / Slide	9'6" x 33'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.5	E 115	TyMetal HySecurity / Slide	9' x 33'	222 DX ST	12	\$ -	\$ -
5.6	W 115	TyMetal HySecurity / Slide	9'6" x 15'	HRG 220-B-ST	12	\$ 198.00	\$ 2,376.00
5.7	W 120A	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ -	\$ -
5.8	W 120B	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ -	\$ -
5.9	W 123	TyMetal HySecurity / Slide	6'6" x 39'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.10	W 125	TyMetal HySecurity / Slide	6'6" x 42'	222 DX1.7 ST	12	\$ 175.00	\$ 2,100.00
5.11	W 130	TyMetal HySecurity / Slide	6'6" x 43'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.12	W 155	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.13	W 170	TyMetal HySecurity / Slide	6'6" x 29'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.14	W 175	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.15	W 180	TyMetal HySecurity / Slide	6'6" x 37'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.16	W 190	TyMetal HySecurity / Slide	6'6" x 38'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.17	W 195	TyMetal HySecurity / Slide	6'6" x 36'	HRG 220-B-ST	12	\$ 175.00	\$ 2,100.00
5.18	W 205	TyMetal HySecurity / Slide	6'6" x 42'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.19	W 210	TyMetal HySecurity / Slide	7'6" x 25'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.20	W 240	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ -	\$ -
5.21	W 250	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.22	W 280	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 175.00	\$ 2,100.00
5.23	W 285	TyMetal HySecurity / Slide	7'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.24	W 305	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 175.00	\$ 2,100.00
5.25	W300	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	16	\$ -	\$ -
5.26	E220	B&H	6'6" x 34'	TBD	16	\$ -	\$ -
5.27	TBD	Lift Master Elite Series	7'6" x 20'	Honeywell	8	\$ -	\$ -
TOTAL EXTENDED PRICE FOR CATEGORY 5 =							\$ 42,276.00

CATEGORY 6 - SPARE PARTS LIST

ITEM NO.	ITEM DESCRIPTION	PART NUMBER	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	HY5A Vehicle Detector	mx000041	Each	9	\$ 182.74	\$ 1,644.66
6.2	Cable assy, control to display	mx000046	Each	10	\$ 21.47	\$ 214.70
6.3	IES Sensor replacement kit	mx000091	Each	26	\$ 51.00	\$ 1,326.00
6.4	Valve, solenoid, 2P4W, 3000 PSI	mx000172	Each	16	\$ 173.06	\$ 2,768.96
6.5	Coil, D-Type, 24V DC	mx000184	Each	16	\$ 93.86	\$ 1,501.76
6.6	Coil, P-Type, 24V DC	mx000185	Each	16	\$ 71.86	\$ 1,149.76
6.7	Keypad, 5 button, membrane	mx000343	Each	7	\$ 58.66	\$ 410.62
6.8	Contact, 24V, 50/60 HRZ	mx000485	Each	28	\$ 240.72	\$ 6,258.72
6.9	Transformer, 120/ 208/ 240/ 480V	mx000486	Each	13	\$ 115.00	\$ 1,495.00
6.10	Power supply board	mx000487	Each	13	\$ 203.76	\$ 2,648.88

6.11	STC board, SD, AD, AC, V.4.24	mx000585-1	Each	13	\$ 963.29	\$ 12,522.77
6.12	STC board, SD, AD, DC, V.4.24	mx000585-2	Each	13	\$ 166.33	\$ 2,162.29
6.13	STC board, SR, AD, AC, V.4.24	mx000585-3	Each	13	\$ 963.29	\$ 12,522.77
6.14	STC board, SA, AD, AC, V.4.24	mx000585-5	Each	13	\$ 963.29	\$ 12,522.77
6.15	Download cable kit	mx000687	Each	11	\$ 110.00	\$ 1,210.00
6.16	Limit switch assy, ST SD	mx000672	Each	24	\$ 1,636.33	\$ 39,271.92
6.17	Display board	mx000678	Each	11	\$ 156.39	\$ 1,720.29
6.18	6" wheel and hardware	mx002707	Each	30	\$ 161.99	\$ 4,859.70
6.19	8" wheel and hardware	mx000690	Each	30	\$ 161.99	\$ 4,859.70
6.20	Motor, 60 HZ 1Ø, 1HP, 3450 RPM	mx000784	Each	10	\$ 620.38	\$ 6,203.80
6.21	Motor, 60 HZ 1Ø, 2HP, 3450 RPM	mx000785	Each	8	\$ 721.57	\$ 5,772.56
6.22	Limit switch assembly, SR	mx000866	Each	14	\$ 170.19	\$ 2,382.66
6.23	Start switch, 0.75 HP Baldor	mx000964	Each	12	\$ 108.53	\$ 1,302.36
6.24	Start switch, 1 & 2 HP, 60 HZ	mx000965	Each	12	\$ 153.99	\$ 1,847.88
6.25	Kit, limit ramp, type B rail	mx000968	Each	26	\$ 36.67	\$ 953.42
6.26	Limit switch, close, SA	mx000969	Each	26	\$ 101.20	\$ 2,631.20
6.27	Oil, 1 gal. unitflow	mx000970	Each	36	\$ 73.33	\$ 2,639.88
6.28	Coil, 24 vac, Della	mx000973	Each	12	\$ 75.00	\$ 900.00
6.29	Motor assy, 10", rotor stator	mx001149	Each	6	\$ 508.48	\$ 3,050.88
6.30	Motor coupling kit	mx001850	Each	10	\$ 66.00	\$ 660.00
6.31	Jamleson HD 6" truck assembly	274006	Each	20	\$ 103.53	\$ 2,070.60
6.32	Jamleson HD 10" truck assembly	274010	Each	20	\$ 149.99	\$ 2,999.80
6.33	Tymetal super 8 HD fortress truck	24865	Each	20	\$ -	\$ -
6.34	MVP D-TEK 9V- 220V AC/DC	TBD	Each	26	\$ -	\$ -
6.35	Hy-Security Collar - Locking / Gate Wheel	35321	Each	26	\$ -	\$ -
TOTAL EXTENDED PRICE FOR CATEGORY 6 =						\$ 144,486.31
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 6 =						\$ 2,240,762.31

CATEGORY 7 - NON-SPECIFIED SERVICES PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES

CATEGORY 7 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

The City estimates an annual spending need of \$652,000.00 for parts, new gates, replacement parts for gates and materials to complete these services.

Offeror shall be able to provide parts, new gates, replacement parts for gates and materials to complete these services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, Texas area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
7.1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$652,000.00	0%	\$ 652,000.00
TOTAL EXTENDED PRICE FOR CATEGORY 7 =				\$652,000.00

CATEGORY 8- SPARE PARTS

CATEGORY 8 - SPARE PARTS (For Informational Purposes Only)

The City estimates an annual spending need of \$385,000.00 for spare parts.

Offeror shall be able to provide spare parts. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
8.1	Parts, as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$385,000.00	0%	\$ 385,000.00

TOTAL EXTENDED PRICE FOR CATEGORY 8 = \$ 385,000.00

CATEGORY 9- IFB CHECKLIST

ITEM NO.	ITEM DESCRIPTION	INCLUDED IN BID
9.1	Offeror has a minimum of five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs and attached documentation demonstrating this requirement. Section 4.1	<input checked="" type="checkbox"/> Yes
9.2	Offeror provided qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with Offeror bid package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement and installation of automatic access gates. Section 4.3	<input checked="" type="checkbox"/> Yes
9.3	Offeror provided welder certifications and proof of experience for the certified welders that are assigned to this Contract with Offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum. Section 4.5	<input type="checkbox"/> Yes
9.4	Offeror provided documentation demonstrating on-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Section 4.4.1	<input checked="" type="checkbox"/> Yes
9.5	Offeror provided a statement of warranty for workmanship and materials. Section 7.1	<input checked="" type="checkbox"/> Yes
9.60	Offeror attached all signed documents requested on Page 2 of the Offer Sheet of the IFB Package	<input checked="" type="checkbox"/> Yes
9.61	Offeror attached Revised Section 0600 Bid Sheet with the IFB Package.	<input checked="" type="checkbox"/> Yes

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVER THE ITEMS TO THE CITY:

2/10 Business Days

DELIVERY METHOD: COMMON CARRIER (FedEx, PS) VENDOR DELIVERY

COMPANY NAME: Compound Security Specialist

EMAIL ADDRESS: service@compoundsecurity.com

**BID SHEET (SECTION 0600)*********REVISION November 21, 2019*********CITY OF AUSTIN****ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICE**

SOLICITATION NO. IFB 8100-DCM1014
BUYER: DIANA MCINTOSH

Special Instructions Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation will 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. The City reserves the right to add locations, additional gates, delete gates, and add departments, during the course of this contract.

CATEGORY 1 - INITIAL ASSESSMENT OF CITY GATES

One time assessment shall may be completed on City Gates to include labor, equipment and transportation.
 Written assessment report shall be provided to Contract Manager or Department Designee.

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED QUANTITY OF GATES	EACH	EXTENDED PRICE
1.1	Assessment of City Gates	5.3	Each	115	\$ 120.00	\$ 13,800.00
SUBTOTAL FOR CATEGORY 1 =						\$ 13,800.00

CATEGORY 2 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	4,810	\$ 120.00	\$ 577,200.00
2.2	Quarterly Preventive Maintenance Services: Welder Monday - Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	3,005	\$ 150.00	\$ 450,750.00
2.3	Quarterly Preventive Maintenance Services: Expedited Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	1,210	\$ 200.00	\$ 242,000.00
2.4	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 220.00	\$ 16,500.00
2.5	Quarterly Preventive Maintenance Services: Urgent Repair Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 240.00	\$ 18,000.00
SUBTOTAL FOR CATEGORY 2 =						\$ 1,269,950.00

CATEGORY 3- HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
3.1	Normal Business Hours: Technician: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	2,810	\$ 120.00	\$ 337,200.00
3.2	Normal Business Hours: Welder: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	1,105	\$ 150.00	\$ 165,750.00
3.3	Normal Business Hours: Expedited Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 200.00	\$ 15,000.00

3.4	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 220.00	\$ 16,500.00
3.5	Normal Business Hours: Urgent Repair Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 240.00	\$ 18,000.00
SUBTOTAL FOR CATEGORY 3 =						\$ 502,950.00

CATEGORY 4 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS						
ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
4.1	Non-Regular Hours: Technician Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	2,810	\$ 180.00	\$ 505,800.00
4.2	Non-Regular Hours: Welder Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	1,105	\$ 225.00	\$ 248,625.00
4.3	Non-Regular Hours: Expedited Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 300.00	\$ 22,500.00
4.4	Non-Regular Hours: Emergency Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 330.00	\$ 24,750.00
4.5	Non-Regular Hours: Urgent Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 360.00	\$ 27,000.00
SUBTOTAL FOR CATEGORY 4 =						\$ 754,425.00

CATEGORY 5 - QUARTERLY PREVENTATIVE MAINTENANCE

The Contractor shall provide all equipment, materials, labor, tools, specialized equipment, insurance, permits, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the quarterly preventive maintenance services.

ITEM NO.	GATE	MANUFACTURE/OPERATION	GATE SIZE	CONTROLLER	NUMBER OF MONTHS	QUARTERLY RATE	EXTENDED PRICE
5.1	E103	V-MAG / SLIDE	6'6" x 48'	VM 1420	12	\$ 1,920.00	\$ 23,040.00
5.2	E 140	TyMetal HySecurity / Slide	6'6" x 37'	222 DS ST	12	\$ 1,950.00	\$ 23,400.00
5.3	E 105	TyMetal HySecurity / Slide	6'6" x 79'	222 DS ST	12	\$ 4,000.00	\$ 48,000.00
5.4	E 110	TyMetal HySecurity / Slide	9'6" x 33'	222 DX ST	12	\$ 1,950.00	\$ 23,400.00
5.5	E 115	TyMetal HySecurity / Slide	9' x 33'	222 DX ST	12	\$ 1,950.00	\$ 23,400.00
5.6	W 115	TyMetal HySecurity / Slide	9'6" x 15'	HRG 220-B-ST	12	\$ 1,950.00	\$ 23,400.00
5.7	W 120A	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.8	W 120B	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.9	W 123	TyMetal HySecurity / Slide	6'6" x 39'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.10	W 125	TyMetal HySecurity / Slide	6'6" x 42'	222 DX1.7 ST	12	\$ 2,000.00	\$ 24,000.00
5.11	W 130	TyMetal HySecurity / Slide	6'6" x 43'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.12	W 155	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 1,950.00	\$ 23,400.00
5.13	W 170	TyMetal HySecurity / Slide	6'6" x 29'	222 DS ST	12	\$ 1,950.00	\$ 23,400.00
5.14	W 175	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 2,000.00	\$ 24,000.00
5.15	W 180	TyMetal HySecurity / Slide	6'6" x 37'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.16	W 190	TyMetal HySecurity / Slide	6'6" x 38'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.17	W 195	TyMetal HySecurity / Slide	6'6" x 36'	HRG 220-B-ST	12	\$ 3,000.00	\$ 36,000.00
5.18	W 205	TyMetal HySecurity / Slide	6'6" x 42'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.19	W 210	TyMetal HySecurity / Slide	7'6" x 25'	222 DS ST	12	\$ 1,950.00	\$ 23,400.00
5.20	W 240	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 2,000.00	\$ 24,000.00
5.21	W 250	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.22	W 280	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 2,000.00	\$ 24,000.00
5.23	W 285	TyMetal HySecurity / Slide	7'6" x 36'	222 DS ST	12	\$ 2,000.00	\$ 24,000.00
5.24	W 305	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 2,000.00	\$ 24,000.00
5.25	W300	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	16	\$ 2,000.00	\$ 32,000.00
5.26	E220	B&H	6'6" x 34'	TBD	16	\$ 2,000.00	\$ 32,000.00
5.27	TBD	Lift Master Elite Series	7'6" x 20'	Honeywell	8	\$ 1,950.00	\$ 15,600.00
TOTAL EXTENDED PRICE FOR CATEGORY 5 =							\$ 686,440.00

CATEGORY 6- SPARE PARTS LIST

ITEM NO.	ITEM DESCRIPTION	PART NUMBER	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	HY5A Vehicle Detector	mx000041	Each	9	\$ 176.40	\$ 1,587.60
6.2	Cable assy, control to display	mx000046	Each	10	\$ 25.20	\$ 252.00
6.3	IES Sensor replacement kit	mx000091	Each	26	\$ 60.46	\$ 1,571.96
6.4	Valve, solenoid, 2P4W, 3000 PSI	mx000172	Each	16	\$ 210.38	\$ 3,366.08
6.5	Coil, D-Type, 24V DC	mx000184	Each	16	\$ 117.60	\$ 1,881.60
6.6	Coil, P-Type, 24V DC	mx000185	Each	16	\$ 126.00	\$ 2,016.00
6.7	Keypad, 5 button, membrane	mx000343	Each	7	\$ 156.00	\$ 1,092.00
6.8	Contact, 24V, 50/60 HRZ	mx000485	Each	26	\$ 279.69	\$ 7,271.94
6.9	Transformer, 120/ 208/ 240/ 480V	mx000486	Each	13	\$ 133.56	\$ 1,736.28
6.10	Power supply board	mx000487	Each	13	\$ 214.16	\$ 2,784.08

6.11	STC board, SD, AD, AC, V.4.24	mx000585-1	Each	13	\$ 894.55	\$ 11,629.15
6.12	STC board, SD, AD, DC, V.4.24	mx000585-2	Each	13	\$ 894.55	\$ 11,629.15
6.13	STC board, SR, AD, AC, V.4.24	mx000585-3	Each	13	\$ 894.55	\$ 11,629.15
6.14	STC board, SA, AD, AC, V.4.24	mx000585-5	Each	13	\$ 894.55	\$ 11,629.15
6.15	Download cable kit	mx000667	Each	11	\$ 133.56	\$ 1,469.16
6.16	Limit switch assy, ST SD	mx000672	Each	24	\$ 187.74	\$ 4,505.76
6.17	Display board	mx000678	Each	11	\$ 532.63	\$ 5,858.93
6.18	6" wheel and hardware	mx002707	Each	30	\$ 178.80	\$ 5,364.00
6.19	8" wheel and hardware	mx000690	Each	30	\$ 226.80	\$ 6,804.00
6.20	Motor, 60 HZ 1Ø, 1HP, 3450 RPM	mx000784	Each	10	\$ 832.86	\$ 8,328.60
6.21	Motor, 60 HZ 1Ø, 2HP, 3450 RPM	mx000785	Each	8	\$ 1,079.82	\$ 8,638.56
6.22	Limit switch assembly, SR	mx000866	Each	14	\$ 197.82	\$ 2,769.48
6.23	Start switch, 0.75 HP Baldor	mx000964	Each	12	\$ 236.88	\$ 2,842.56
6.24	Start switch, 1 & 2 HP, 60 HZ	mx000965	Each	12	\$ 192.68	\$ -
6.25	Kit, limit ramp, type B rail	mx000968	Each	26	\$ 45.36	\$ 1,179.36
6.26	Limit switch, close, SA	mx000969	Each	26	\$ 45.36	\$ 1,179.36
6.27	Oil, 1 gal. uniflow	mx000970	Each	36	\$ 144.90	\$ 5,216.40
6.28	Coil, 24 vac, Delta	mx000973	Each	12	\$ 1,302.00	\$ 15,624.00
6.29	Motor assy, 10", rotor stator	mx001149	Each	6	\$ 602.28	\$ 3,613.68
6.30	Motor coupling kit	mx001650	Each	10	\$ 121.27	\$ 1,212.70
6.31	Jamieson HD 6" truck assembly	274006	Each	20	\$ 102.00	\$ 2,040.00
6.32	Jamieson HD 10" truck assembly	274010	Each	20	\$ 126.00	\$ 2,520.00
6.33	Tymetal super 8 HD fortress truck	24865	Each	20	\$ 420.00	\$ 8,400.00
6.34	MVP D-TEK 9V- 220V AC/DC	TBD	Each	26	\$ 186.71	\$ 4,854.46
6.35	Hy-Security Collar - Locking / Gate Wheel	35321	Each	26	\$ 523.20	\$ 13,603.20
TOTAL EXTENDED PRICE FOR CATEGORY 6 =						\$ 176,100.35
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 6 =						\$ 3,403,665.35

CATEGORY 7 - NON-SPECIFIED SERVICES PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES				
<p>CATEGORY 7 - NON-SPECIFIED SERVICES (For Informational Purposes Only)</p> <p>The City estimates an annual spending need of \$652,000.00 for parts, new gates, replacement parts for gates and materials to complete these services.</p> <p>Offeror shall be able to provide parts, new gates, replacement parts for gates and materials to complete these services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, Texas area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.</p>				
ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
7.1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$652,000.00	12%	\$ 730,240.00
TOTAL EXTENDED PRICE FOR CATEGORY 7 =				\$730,240.00

CATEGORY 8- SPARE PARTS

CATEGORY 8 - SPARE PARTS (For Informational Purposes Only)

The City estimates an annual spending need of \$385,000.00 for spare parts.

Offeror shall be able to provide spare parts. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
8.1	Parts, as approved by the Contract Manager or Department Designee) (Excludes parts and materials included in the maintenance service -- not to exceed 25%)	\$385,000.00	12%	\$ 431,200.00

TOTAL EXTENDED PRICE FOR CATEGORY 8 =	\$ 431,200.00
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CATEGORY 9- IFB CHECKLIST

ITEM NO.	ITEM DESCRIPTION	INCLUDED IN BID
9.1	Offeror has a minimum than five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs and attached documentation demonstrating this requirement. Section 4.1	<input checked="" type="checkbox"/> Yes
9.2	Offeror provided qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with Offeror bid package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement and installation of automatic access gates. Section 4.3	Yes
9.3	Offeror provided welder certifications and proof of experience for the certified welders that are assigned to this Contract with Offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum. Section 4.5	Yes
9.4	Offeror provided documentation demonstrating on-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Section 4.4.1	Yes
9.5	Offeror provided a statement of warranty for workmanship and materials Section 7.1	Yes
9.60	Offeror attached all signed documents requested on Page 2 of the Offer Sheet of the IFB Package	Yes

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:

DELIVERY METHOD: COMMON CARRIER (FedEx, PS) VENDOR DELIVERY

COMPANY NAME: XRT, LLC

EMAIL ADDRESS: XRTParish@XRTLLC.com



BID SHEET (SECTION 0600)
*******REVISION DECEMBER 9, 2019*******
CITY OF AUSTIN

ON-SITE AUTOMATIC GATES MAINTENANCE AND REPAIR SERVICE

SOLICITATION NO.: IFB \$100-DCM1014 REBID1
BUYER: DIANA MCINTOSH

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation will 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. The City reserves the right to add locations, additional gates, delete gates, and add departments, during the course of this contract.

CATEGORY 1 - INITIAL ASSESSMENT OF CITY GATES

One time assessment shall may be completed on City Gates to include labor, equipment and transportation.
 Written assessment report shall be provided to Contract Manager or Department Designee.

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED QUANTITY OF GATES	EACH	EXTENDED PRICE
1.1	Assessment of City Gates	5.3	Each	115	\$ 80.00	\$ 9,200.00
SUBTOTAL FOR CATEGORY 1 =						\$ 9,200.00

CATEGORY 2 - HOURLY LABOR RATE FOR QUARTERLY PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Quarterly Preventive Maintenance Services: Technician Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	4,810	\$ 100.00	\$ 481,000.00
2.2	Quarterly Preventive Maintenance Services: Welder Monday - Friday 6:00 a.m. to 6:00 p.m. CST	5.5	Hour	3,005	\$ 120.00	\$ 360,600.00
2.3	Quarterly Preventive Maintenance Services: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 120.00	\$ 9,000.00
SUBTOTAL FOR CATEGORY 2 =						\$ 841,600.00

CATEGORY 3- HOURLY LABOR RATE FOR REPAIR, INSTALLATION OR REPLACEMENT OF NEW GATES FOR NORMAL BUSINESS HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
3.1	Normal Business Hours: Technician: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	2,810	\$ 100.00	\$ 281,000.00
3.2	Normal Business Hours: Welder: Monday- Friday 6:00 a.m. to 6:00 p.m. CST	5.4.1	Hour	1,105	\$ 120.00	\$ 132,600.00
3.3	Normal Business Hours: Emergency Services 24-Hours a Day, 365-Days a year	5.8.3	Hour	75	\$ 120.00	\$ 9,000.00
SUBTOTAL FOR CATEGORY 3 =						\$ 413,600.00

CATEGORY 4 - LABOR RATE/ REPAIR RATE FOR NON-REGULAR HOURS

ITEM NO.	ITEM DESCRIPTION	SECTION 0500 SCOPE OF WORK PARAGRAPH	UNIT OF MEASURE	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
4.1	Non-Regular Hours: Technician Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	2,810	\$ 120.00	\$ 337,200.00
4.2	Non-Regular Hours: Welder Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.4.2	Hour	1,105	\$ 120.00	\$ 132,600.00
4.3	Non-Regular Hours: Emergency Repair Services Monday - Friday 6:01 p.m. to 5:59 a.m., CST, Weekends, and City Observed Holidays	5.8.3	Hour	75	\$ 120.00	\$ 9,000.00
SUBTOTAL FOR CATEGORY 4 =						\$ 469,800.00

CATEGORY 5 - QUARTERLY PREVENTATIVE MAINTENANCE

The Contractor shall provide all equipment, materials, labor, tools, specialized equipment, insurance, permits, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the quarterly preventive maintenance services.

ITEM NO.	GATE	MANUFACTURE/OPERATION	GATE SIZE	CONTROLLER	NUMBER OF MONTHS	QUARTERLY RATE	EXTENDED PRICE
5.1	E103	V-MAG / SLIDE	6'6" x 48'	VM 1420	12	\$ 50.00	\$ 600.00
5.2	E 140	TyMetal HySecurity / Slide	6'6" x 37'	222 DS ST	12	\$ 50.00	\$ 600.00
5.3	E 105	TyMetal HySecurity / Slide	6'6" x 79'	222 DS ST	12	\$ 80.00	\$ 960.00
5.4	E 110	TyMetal HySecurity / Slide	9'6" x 33'	222 DX ST	12	\$ 50.00	\$ 600.00
5.5	E 115	TyMetal HySecurity / Slide	9' x 33'	222 DX ST	12	\$ 50.00	\$ 600.00
5.6	W 115	TyMetal HySecurity / Slide	9'6" x 15'	HRG 220-B-ST	12	\$ 50.00	\$ 600.00
5.7	W 120A	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ 50.00	\$ 600.00
5.8	W 120B	TyMetal HySecurity / Slide	9'6" x 42'	222 DX ST	12	\$ 50.00	\$ 600.00
5.9	W 123	TyMetal HySecurity / Slide	6'6" x 39'	222 DX ST	12	\$ 50.00	\$ 600.00
5.10	W 125	TyMetal HySecurity / Slide	6'6" x 42'	222 DX1.7 ST	12	\$ 50.00	\$ 600.00
5.11	W 130	TyMetal HySecurity / Slide	6'6" x 43'	222 DX ST	12	\$ 50.00	\$ 600.00
5.12	W 155	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 50.00	\$ 600.00
5.13	W 170	TyMetal HySecurity / Slide	6'6" x 29'	222 DS ST	12	\$ 50.00	\$ 600.00
5.14	W 175	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 50.00	\$ 600.00
5.15	W 180	TyMetal HySecurity / Slide	6'6" x 37'	222 DX ST	12	\$ 50.00	\$ 600.00
5.16	W 190	TyMetal HySecurity / Slide	6'6" x 36'	222 DX ST	12	\$ 50.00	\$ 600.00
5.17	W 185	TyMetal HySecurity / Slide	6'6" x 36'	HRG 220-B-ST	12	\$ 50.00	\$ 600.00
5.18	W 205	TyMetal HySecurity / Slide	6'6" x 42'	222 DX ST	12	\$ 80.00	\$ 960.00
5.19	W 210	TyMetal HySecurity / Slide	7'6" x 25'	222 DS ST	12	\$ 50.00	\$ 600.00
5.20	W 240	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 50.00	\$ 600.00
5.21	W 250	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 50.00	\$ 600.00
5.22	W 280	TyMetal HySecurity / Slide	7'6" x 36'	222 DX ST	12	\$ 50.00	\$ 600.00
5.23	W 285	TyMetal HySecurity / Slide	7'6" x 36'	222 DS ST	12	\$ 50.00	\$ 600.00
5.24	W 305	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	12	\$ 50.00	\$ 600.00
5.25	W300	TyMetal HySecurity / Slide	6'6" x 36'	222 DS ST	16	\$ 50.00	\$ 800.00
5.26	E220	B&H	6'6" x 34'	TBD	16	\$ 50.00	\$ 800.00
5.27	TBD	Lift Master Elite Series	7'6" x 20'	Honeywell	8	\$ 50.00	\$ 400.00
TOTAL EXTENDED PRICE FOR CATEGORY 5 =							\$ 17,120.00

CATEGORY 6- SPARE PARTS LIST

ITEM NO.	ITEM DESCRIPTION	PART NUMBER	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	HY5A Vehicle Detector	mx000041	Each	9	\$ 176.00	\$ 1,584.00
6.2	Cable assy. control to display	mx000046	Each	10	\$ 21.00	\$ 210.00
6.3	IES Sensor replacement kit	mx000091	Each	26	\$ 45.00	\$ 1,170.00
6.4	Valve, solenoid, 2P4W, 3000 PSI	mx000172	Each	16	\$ 175.00	\$ 2,800.00
6.5	Coil, D-Type, 24V DC	mx000184	Each	16	\$ 94.00	\$ 1,504.00
6.6	Coil, P-Type, 24V DC	mx000185	Each	16	\$ 72.00	\$ 1,152.00
6.7	Keypad, 5 button, membrane	mx000343	Each	7	\$ 59.00	\$ 413.00
6.8	Contactor, 24V, 50/60 HRZ	mx000485	Each	26	\$ 223.00	\$ 5,798.00
6.9	Transformer, 120/ 208/ 240/ 480V	mx000486	Each	13	\$ 110.00	\$ 1,430.00
6.10	Power supply board	mx000487	Each	13	\$ 166.00	\$ 2,158.00

6.11	STC board, SD, AD, AC, V.4.24	mx000585-1	Each	13	\$	848.00	\$	11,024.00
6.12	STC board, SD, AD, DC, V.4.24	mx000585-2	Each	13	\$	848.00	\$	11,024.00
6.13	STC board, SR, AD, AC, V.4.24	mx000585-3	Each	13	\$	848.00	\$	11,024.00
6.14	STC board, SA, AD, AC, V.4.24	mx000585-5	Each	13	\$	848.00	\$	11,024.00
6.15	Download cable kit	mx000687	Each	11	\$	110.00	\$	1,210.00
6.16	Limit switch assy, ST SD	mx000672	Each	24	\$	158.00	\$	3,792.00
6.17	Display board	mx000678	Each	11	\$	150.00	\$	1,650.00
6.18	6" wheel and hardware	mx002707	Each	30	\$	149.00	\$	4,470.00
6.19	8" wheel and hardware	mx000690	Each	30	\$	160.00	\$	4,800.00
6.20	Motor, 60 HZ 1Ø, 1HP, 3450 RPM	mx000784	Each	10	\$	625.00	\$	6,250.00
6.21	Motor, 60 HZ 1Ø, 2HP, 3450 RPM	mx000785	Each	8	\$	725.00	\$	5,800.00
6.22	Limit switch assembly, SR	mx000886	Each	14	\$	163.00	\$	2,282.00
6.23	Start switch, 0.75 HP Baldor	mx000984	Each	12	\$	109.00	\$	1,308.00
6.24	Start switch, 1 & 2 HP, 60 HZ	mx000985	Each	12	\$	160.00	\$	-
6.25	Kit, limit ramp, type B rail	mx000988	Each	26	\$	37.00	\$	962.00
6.26	Limit switch, close, SA	mx000989	Each	26	\$	102.00	\$	2,652.00
6.27	Oil, 1 gal. uniflow	mx000970	Each	36	\$	74.00	\$	2,664.00
6.28	Coil, 24 vac, Delta	mx000973	Each	12	\$	75.00	\$	900.00
6.29	Motor assy, 10", rotor stator	mx001149	Each	6	\$	500.00	\$	3,000.00
6.30	Motor coupling kit	mx001650	Each	10	\$	66.00	\$	660.00
6.31	Jamieson HD 6" truck assembly	274008	Each	20	\$	87.00	\$	1,740.00
6.32	Jamieson HD 10" truck assembly	274010	Each	20	\$	57.00	\$	1,140.00
6.33	Tymetal super 8 HD fortress truck	24885	Each	20	\$	499.00	\$	9,980.00
6.34	MVP D-TEK 9V- 220V AC/DC	TBD	Each	26	\$	115.00	\$	2,990.00
6.35	Hy-Security Collar - Locking / Gate Wheel	35321	Each	26	\$	175.00	\$	4,550.00
TOTAL EXTENDED PRICE FOR CATEGORY 6 =							\$	125,115.00
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 6 =							\$	1,876,435.00

CATEGORY 7 - NON-SPECIFIED SERVICES PARTS, NEW GATES, REPLACEMENT PARTS FOR GATES

CATEGORY 7 - NON-SPECIFIED SERVICES (For Informational Purposes Only)

The City estimates an annual spending need of \$652,000.00 for parts, new gates, replacement parts for gates and materials to complete these services.

Offeror shall be able to provide parts, new gates, replacement parts for gates and materials to complete these services. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, Texas area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
7.1	Non-Specified Service Parts, New Gates, Replacement Parts and Materials as approved by the Contract Manager or Department Designee (Excludes parts and materials included in the maintenance service – not to exceed 25%)	\$652,000.00	20%	\$ 782,400.00
TOTAL EXTENDED PRICE FOR CATEGORY 7 =				\$782,400.00

CATEGORY 8- SPARE PARTS

CATEGORY 8 - SPARE PARTS (For Informational Purposes Only)

The City estimates an annual spending need of \$385,000.00 for spare parts.

Offeror shall be able to provide spare parts. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 25%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City. The annual spending need amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR CATEGORY 1 * ADDITIONAL PERCENTAGE	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
8.1	Parts, as approved by the Contract Manager or Department Designee) (Excludes parts and materials included in the maintenance service – not to exceed 25%)	\$385,000.00	20%	\$ 462,000.00

TOTAL EXTENDED PRICE FOR CATEGORY 8 = \$ 462,000.00

CATEGORY 9- IFB CHECKLIST

ITEM NO.	ITEM DESCRIPTION	INCLUDED IN BID
9.1	Offeror has a minimum than five (5) years of continuous, demonstrable experience in performing automatic gate maintenance, inspection, modernization, replacement and repairs and attached documentation demonstrating this requirement. Section 4.1	<input checked="" type="checkbox"/> Yes
9.2	Offeror provided qualification statements and proof of experience for the service/repair technicians that will be assigned to this Contract with Offeror bid package. Qualification statements shall include technician qualifications, dates of related employment and summary of related experience. Contractor's service/repair technicians shall have experience in maintenance, repair, replacement and installation of automatic access gates. Section 4.3	<input checked="" type="checkbox"/> Yes
9.3	Offeror provided welder certifications and proof of experience for the certified welders that are assigned to this Contract with Offer package. Welders shall have a minimum of five (5) years continuous experience in welding aluminum. Section 4.5	<input checked="" type="checkbox"/> Yes
9.4	Offeror provided documentation demonstrating on-call technician(s) shall have at least two (2) years of experience repairing commercial automatic gates. Section 4.4.1	<input checked="" type="checkbox"/> Yes
9.5	Offeror provided a statement of warranty for workmanship and materials Section 7.1	<input checked="" type="checkbox"/> Yes
9.60	Offeror attached all signed documents requested on Page 2 of the Offer Sheet of the IFB Package	<input checked="" type="checkbox"/> Yes
9.61	Offeror attached Revised Section 0600 Bid Sheet with the IFB Package.	<input checked="" type="checkbox"/> Yes

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:

DELIVERY METHOD: COMMON CARRIER (FedEx, PS) VENDOR DELIVERY

COMPANY NAME:

EMAIL ADDRESS: