



Amendment No. 1  
to  
Contract No. NA220000036  
for  
Automatic Door Maintenance, Repair, Replacement, And Inspections  
between  
D.H. Pace Company, Inc  
Dba Door Control Services  
and the  
City of Austin, Texas

- 1.0 The City hereby exercises an Administrative Increase for the above referenced contract in the amount of \$66,000.
- 2.0 By signing this Amendment, the City 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 List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

**Erin D'Vincent** Digitally signed by Erin  
D'Vincent  
Date: 2022.07.12 11:23:28 -05'00'

Erin D'Vincent, Procurement Manager  
City of Austin

By signing below, I represent and certify that I am submitting a binding Offer and am authorized to bind the Offeror to fully comply with the Solicitation to which I submit this Offer. I acknowledge that I have received, read, and understood the entire solicitation document packet sections, including any addenda issued, and agree to be bound by its terms. I understand and agree that Offers submitted with incomplete and/or unsigned Offer Sheets will not be considered and will be rejected as non-responsive.

By submitting this Offer, I certify the following statements are true now and will be for the term of any resulting contract:

1. That my firm and its principals (collectively "we" or "us") are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.
2. That we have not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Proposal or the terms or conditions of this Proposal.
  - b. paid or agreed to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Proposal or the Proposal of any other Proposer.
3. That we have not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, we have not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Proposers, so as to have an unfair advantage over other Proposers, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
4. That we have not participated in the evaluation of Proposals or other decision making process for this Solicitation and, if we are awarded a Contract, no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with us, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
5. In accordance with Chapter 176 of the Texas Local Government Code, that we:
  - a. do not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income
  - b. have not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
  - c. do not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

6. That we have and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

**No Lobbying Period.** The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

**Prohibited Communications.** During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

**Ordinance.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=15&p=145](https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145)

**Rules.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=16&p=77](https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77)

7. Pursuant to City Council Resolution No. 20191114-056, we are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that we have, during the term of the resulting Contract, engaged in any such practices, the City may terminate this Contract without penalty to the City.

8. Pursuant to Texas Government Code §2271.002, we verify that we do not boycott Israel and will not boycott Israel during the term of the resulting contract.

9. Pursuant to Texas Government Code Chapter 2274, we verify that if we have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of any City contract, that we are not owned by or the majority of stock or other ownership interest of our firm is not held or controlled by:

- a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
- b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
- c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

10. Pursuant to Texas Government Code Chapter 2274, we verify that, if we have 10 or more full-time employees: (1) we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the resulting contract against a firearm entity or firearm trade association.

11. Pursuant to Texas Government Code Chapter 2274, we certify that, if we have 10 or more full-time employees: (1) we do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Company Name: Door Control Services, a DH Pace Company

Company Address: Airport Commerce 1, 1340 Airport Commerce Dr, Ste 124

City, State, Zip: Austin TX 78741

City Vendor Registration No. V00000973658

Printed Name of Officer or Authorized Representative: Shawn Kovall

Title: Executive Vice President

Signature of Officer or Authorized Representative: *Shawn M. Koval*

Date: 11/2/2021

Email Address: Shawn.Kovall@dhpace.com

Phone Number: 816-221-0543

#### ACCEPTANCE BY THE CITY

**For City Staff only.** The City will complete and sign this section only if the City accepts the

Offer. Contract Number: MA 5000 NA220000036

Printed Name of City's Authorized Procurement Staff: Erin D'Vincent

Title of City's Authorized Procurement Staff: Procurement Manager

Signature: Erin D'Vincent Digitally signed by Erin D'Vincent  
Date: 2022.01.28 14:49:54 -06'00' Date: January 28, 2022

Email: erin.dvincent@austintexas.gov Phone: 512-974-3070

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

## NONRESIDENT BIDDER PROVISIONS

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

---

☒ **YES**   ☐ **NO**   **OFFEROR HEREBY CERTIFIES**

(Check One)   Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

*Kansas*

**(State)**

☐ **YES**   ☒ **NO**   **OFFEROR HEREBY CERTIFIES**

(Check One)   Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

Click or tap here to enter text.

**(State)**

---

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

## LOCAL PRESENCE CERTIFICATION - OPTIONAL

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

---

### OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

<input type="checkbox"/> <b>HEADQUARTERS</b>	<b>Airport Commerce 1, 1340 Airport Commerce Dr, Ste 124, Austin TX</b>
<input checked="" type="checkbox"/> <b>BRANCH OFFICE</b>	<b>78741</b>

---

(Check One)

(Physical Address of Offeror's Headquarters or Branch Office)

---

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒ **Yes**

☐ **No**

(Check One)

---

**Benefit to the City.** In accordance with Resolution No. 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents are an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

## LIVING WAGE – CONTRACTOR CERTIFICATION

*(Please duplicate as needed)*

Pursuant to the City's Living Wages Program, Rule R161-17.14 (reference item 4.8, Solicitation Instructions) 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: **All employees at Austin Office are compensated above \$15.00/hr**

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

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

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

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

Contractor's Name: Door Control Services, a DH Pace Company

---

Signature of Officer  
or Authorized  
Representative:

*Shawn M. Koval*

Date: 11/2/2021

---

Printed Name:

Shawn Koval

---

Title

Executive Vice President

---



## SUBCONTRACTING UTILIZATION FORM

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 Procurement 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	Door Control Service, a DH Pace Company		
City Vendor ID Code			
Physical Address	Airport Commerce 1, 1340 Airport Commerce Dr, St 124		
City, State Zip	Austin, TX, 78741		
Phone Number	888-833-7857	Email Address	service@doorcontrolservices.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		
<b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b> , and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b> , shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add			

Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

**Shawn Koval** Digitally signed by Shawn Koval  
Date: 2021.11.10 16:17:35 -06'00'

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature/Date

## SUBCONTRACTING UTILIZATION PLAN

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

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

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

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

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

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

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

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

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

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

### GOOD FAITH EFFORTS CHECK LIST –

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

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

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following

communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **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.

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

**1 GENERAL**

**1.1 TERM OF CONTRACT:**

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. 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 holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

**1.2 INDEFINITE QUANTITY:**

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting 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.

**1.4 PAYMENT:**

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (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:

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- 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.

**1.6 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.

**1.7 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, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
  - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three 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.

**1.8 FINANCIAL DISCLOSURES AND ASSURANCE:**

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.

**1.9 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. If 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.

**1.10 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



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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.

**1.11 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.12 TERMINATION FOR CAUSE:**

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

**1.13 ATTORNEY'S FEES:**

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

**1.14 TERMINATION WITHOUT CAUSE:**

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

**1.15 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.

**1.16 DELAYS:**

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**1.17 FORCE MAJEURE:**

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

**1.18 INDEMNITY:**

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
- (3) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
  - i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
  - ii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
  - iii. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
  - iv. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
  - v. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
  - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
  - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. 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 assigned Procurement Specialist.

**1.20 CONFIDENTIALITY:**

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of disclosing Party, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.
- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
- D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
- E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.21 TEXAS PUBLIC INFORMATION ACT:**

- A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
  - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
  - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
    - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

**1.22 PUBLICATIONS:**

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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.

**1.23 ADVERTISING:**

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

**1.24 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.

**1.25 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.

**1.26 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.

**1.27 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.

**1.28 ASSIGNMENT DELEGATION:**

The Contract shall be binding upon and ensure 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**1.29 WAIVER:**

The claim or right arising out of a breach of the Contract cannot 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.

**1.30 MODIFICATIONS:**

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**1.31 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.

**1.32 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 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 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 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 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 consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

**1.33 JURISDICTION AND VENUE:**

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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, 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.

**1.34 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.

**1.35 HOLIDAYS:**

Dates for the holidays observed by the City can be found here <https://www.austintexas.gov/department/official-city-holidays>

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.

**1.36 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.

**1.37 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.38 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- B. **Non-Retaliation:** 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.
- C. **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.

**1.39 SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor 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 Subcontractor 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 no later than the 10<sup>th</sup> 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 and services 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 follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- 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 10 calendar days after receipt of payment from the City.

**1.40 NON-SPECIFIED ITEMS:**



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractor's cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Non-Specified Items Section. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

**1.41 ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments**: Prices shown in this Contract shall remain firm for the first 12 (twelve) of calendar days/months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25% percent 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 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.
      - a. **Adjustment-Request Review**: Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
        - i. Utilize final Compilation data instead of Preliminary data
        - ii. If the referenced index is no longer available shift up to the next higher category index.
        - iii. Index Identification: Complete.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

Weight % or \$ of Base Price: 100%	
Database Name: State and Area Employment, Hours, and Earnings	
Series ID: SMU48124200700000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Austin-Round Rock, TX	
Description of Series ID: State and Area Employment, Hours, and Earnings	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

**1.42 INSURANCE:**

A **GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:  
City of Austin Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767  
OR  
[PURInsuranceCompliance@austinTexas.gov](mailto:PURInsuranceCompliance@austinTexas.gov)
- 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

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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 authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, 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 exposure, 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 greater than \$499,999 shall be disclosed on the Certificate of Insurance.
  - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
  - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.
- 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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
  - b. Independent Contractors coverage (Contractor/Subcontracted work);
  - c. Products/Completed Operations Liability for the duration of the warranty period;
  - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) 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. 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:** 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. 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.
- Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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 GOODS**

### **2.1 DELIVERY AND PACKAGING TERMS:**

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. 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 set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- B. **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. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.

- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.
- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables
- E. **CONTRACTOR PACKAGING 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, 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 Delivery Order 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 the 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.

**2.2 WARRANTY:**

- A. **PRICE:**
  - i. 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.
  - ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.
- B. **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. 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.
- C. **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 Contract, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
  - i. 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.
  - ii. 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

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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 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.

- iii. 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.
- iv. 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 fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.
  - i. Contractor warrants that all Equipment shall be at current engineering change levels and shall be eligible for the manufacturer's standard prime shift maintenance contract upon delivery.

**2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:**

- A. 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.
- B. 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.
- C. 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.

**2.4 RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**2.5 PUBLISHED PRICE LISTS:**

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to the Purchasing 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. 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. Failure to submit written notification of Published 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.

**3 SERVICES**

**3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

**3.2 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. Illegally use or possess a firearm, 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 illegally 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.

**3.3 GUARANTEE – SERVICES:**

The Contractor warrants and represents that all services to be provided to 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 following 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from Final Acceptance Date. The maintenance period shall not begin until after the Final Acceptance Date and no associated maintenance fees will be charged until commencement of the maintenance period. 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 the services warranty 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 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.
- 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.

**3.4 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.
- 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](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.



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**3.5 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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

**4 DEFINITIONS**

- 1. **"Affiliate"** – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.
- 2. **"Amendment"** – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.
- 3. **"Authorized Persons"** – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.
- 4. **"Change Order Request"** – the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.
- 5. **"Change Order Response"** – the written document provided to the City by Contractor in response to City's Change Order Request.
- 6. **"City Confidential Information"** – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

7. **"City Data"** – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.
8. **"City Identified Contact"** – the person or persons designated in writing by the City to receive security incident notifications.
9. **"City"** – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.
10. **"Cloud Service"** – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.
11. **"Confidential Information"** – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **"City Confidential Information"** is a subsets of Confidential Information.
12. **"Contract"** – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.
13. **"Contract Price"** – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.
14. **"Contractor"** – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
15. **"Contractor Information"** – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.
16. **"Contractor Software"** – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.
17. **"Data Breach"** – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City's or City's customers' unencrypted Personally Identifiable Information or City Confidential Information.
18. **"Documentation"** – the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.
19. **"Facility"** – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.
20. **"FACTA"** – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.
21. **"Final Acceptance Date"** – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

22. **"IaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the IaaS services.
23. **"Infrastructure-as-a-Service"** (IaaS) – the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).
24. **"Non-Public Data"** – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.
25. **"Public Data"** means data typically created for public release or released to the public through management decision and/or a public information request.
26. **"Restricted Data"** means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.
27. **"Non-Subscription Services"** – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.
28. **"PaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the PaaS services.
29. **"Party"** or **"Parties"** – the City and Contractor, individually or together, as applicable.
30. **"Personally Identifiable Information"** – information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).
31. **"Platform-as-a-Service"** (PaaS) – the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
32. **"Purchase Order"** – the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.
33. **"SaaS Software Application"** and **"SaaS Software"** – the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

- 34. **"SaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the SaaS Software Application.
- 35. **"Security Incident"** – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.
- 36. **"Service Level Agreement" (SLA)** – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
- 37. **"Service Levels"** – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.
- 38. **"Services"** – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.
- 39. **"Software"** – the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.
- 40. **"Software-as-a-Service" (SaaS)** – the Services provided to the City to use the Contractor's offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- 41. **"Specifications"** – those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.
- 42. **"Statement/Scope of Work"** – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City's Service needs and expectations.
- 43. **"Subscription Services"** – City's access to and use of and Contractor's provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.
- 44. **"Third Party"** – any natural person or legal entity other than Contractor and City.
- 45. **"Transition Date"** – the date upon which it is established to City's satisfaction that the SaaS Software Application is stable enough to support City's production processing.
- 46. **"User Information"** – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives,

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

47. **"User"** – City's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.
48. **"Work Product"** – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor's Software.

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

**1. PURPOSE**

The City of Austin (City) seeks to establish a Contract with Contractor(s) for the inspection, maintenance, repair, replacement, and modernization of automatic doors for all City departments. The automatic doors may consist of sliding or swinging doors that are motorized to open and/or close by sensor or button mechanism and are used for pedestrian traffic. The required services shall include routine preventative maintenance, repair, replacements, and other as-needed services related to automatic doors.

The City reserves the right to add or remove City departments, locations, and services frequencies at the City's discretion.

**2. BACKGROUND**

Automatic doors and associated components are located throughout City facilities and are used to secure and gain access to facilities including City Hall, Convention Center, Austin-Bergstrom International Airport, and Public Libraries. Proper operation is necessary to allow for the ingress and egress of the public into the facilities, as well as full closing afterward to keep facilities secure. The doors require services and installation by trained and certified technicians.

**3. TERM OF CONTRACT**

This contract shall remain in effect for a term of sixty (60) months or the City terminates the Contract.

**4. AWARD OF WORK**

It is the City's preference to award a primary contract and secondary contract for the inspection, maintenance, repair, replacement, and modernization of automatic doors services. The secondary contractor will perform services when the primary contractor is not available (Reference Section 4.1). This Invitation for Bid will be awarded to the contractor(s) who submit the lowest responsive bid. 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 single Contractor.

**4.1 Primary Contractor and Secondary Contractor Responsibilities:**

- 4.1.1 It is the City's intent to award a contract to a Primary Contractor and a Secondary Contractor for services.
- 4.1.2 Award of the Primary Contractor will be awarded to the contractor who submits the lowest responsive offer per the Bid Sheet.
- 4.1.3 Award of the Secondary Contractor will be awarded to the contractor who submits the next lowest responsive offer per the Bid Sheet.
- 4.1.4 The City will contact the Primary Contractor to ensure the City's requested turnaround timeframe and project scope of work can be met.
- 4.1.6 The Secondary Contractor will be available to perform services when the Primary Contractor is not able to meet City's requested turnaround timeframe and project scope of work.
- 4.1.7 If the Primary Contractor and the Secondary Contractor are not available, the City reserves the right to reach out to another vendor.

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

**5. CONTRACTOR REQUIREMENTS**

**5.1. Contractor Qualifications**

- 5.1.1. The Contractor shall have a minimum of five (5) years' of continuous, demonstrable experience prior to this solicitation performing commercial automatic door maintenance and repairs.
- 5.1.2. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 5.1.3. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph.*
- 5.1.4. The Contractor shall provide American Association of Automatic Door Manufacturers (AAADM) certified technicians to work on this contract. The Contractor shall proof of AAADM certifications for all technicians assigned to work on this contract with their Bid Submittal or within five (5) business days from the City's request.
- 5.1.5. The Contractor shall understand that all work is subject to inspection and acceptance by the Contract Manager (CM) or designee.
- 5.1.6. Storage of apparatus, materials, supplies, and equipment shall be in an orderly fashion at the worksite in a manner that will not interfere with the progress of the Contractor's work of any other contractor's work or City operations.
- 5.1.7. The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations on a daily basis. Work site shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site or any City premises but shall be removed from the site.
- 5.1.8. The Contractor shall complete all clean up prior to payment being made for the service request. This shall include the removal of all surplus material, temporary structures, and debris of every nature resulting from the Contractor's operations, to return the worksite in a neat, orderly condition. Thoroughly clean and leave the worksite reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of any buildings affected by the service. If Contractor fails to clean up at the completion of the work, the City may clean the property and deduct the cost from any payments owed to Contractor or bill the Contractor to recover costs if no payments are owed.
- 5.1.9. The Contractor shall note and report any damage found prior to any work at a job site to the CM or designee.
- 5.1.10. The Contractor shall be responsible for any and all damage to Contractor's or City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
- 5.1.11. If damage occurs, Contractor shall notify the CM or designee immediately.
- 5.1.12. The set-up area shall be protected to prevent damage to the site grounds. This protection may be, but is not limited to, laying out tarps or other protective materials. The Contractor shall be responsible for any damage to surrounding building walls, landscaping, parking lots, and sidewalks.
- 5.1.13. Surfaces, fixtures, or furnishings damaged by the Contractor's employees shall be replaced or repaired to the satisfaction of the City by the Contractor, and at no cost to the City. 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 or to recover costs if no

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

payments are owed.

- 5.1.14. The Contractor shall perform services in a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of another contractor.
- 5.1.15. The Contractor shall inform the CM or designee whenever work is expected to be hazardous to City employees, City property, the general public, and/or City operations.
- 5.1.16. The Contractor shall notify the CM or designee in advance when work is to begin at the worksite and post warning signs and/or barriers when necessary. The Contractor and Contractor's employees shall exercise a particularly high level of discipline, safety and cooperation at all times while on the worksite.
- 5.1.17. The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for the Contractor, the Contractor shall be responsible for parking fees and fines. All vehicles parked on City property shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 5.1.18. The Contractor shall provide a minimum of 72 hour advance notice, if possible, of the need for any utility service cut-off, which will be scheduled at the convenience of the City. If the utility service cut-off is due to an emergency, the Contractor shall work with the City for the best possible cut-off time and date.

**5.2. Hours of Service**

- 5.2.1. The Contractor shall perform all as-needed (non-emergency) and preventive maintenance services during **regular business hours**, which is defined as Monday through Friday from 6:00 a.m. to 5:00 p.m., unless otherwise requested by the CM or designee.
- 5.2.2. The Contractor may be required to perform services during **non-regular business hours**, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays.
- 5.2.3. The Contractor shall not invoice the non-regular business hour rate for services unless requested and approved in writing by the CM prior to starting the work.
- 5.2.4. The Contractor shall not charge an overtime rate for services performed during non-regular hours that could reasonably be completed or were requested to be performed during regular business hours.
- 5.2.5. The Contractor shall not charge for travel time.

**5.3. Single Point of Contact (SPOC)**

- 5.3.1. The Contractor shall provide a SPOC, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Contract.
- 5.3.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee to the SPOC. The designee shall meet the same requirements as specified within this SOW and have the same authorities as the SPOC.

**6. CONTRACTOR'S RESPONSIBILITIES**

**6.1. General Requirements**



**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

- 6.1.1. The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City 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 at a City facility. The City 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.
- 6.1.2. The Contractor shall maintain all licenses required by the Federal, State, and local laws to perform inspections maintenance, modifications, and repairs associated with automatic doors.
- 6.1.3. The Contractor shall provide all applicable permits, labor, supervision, equipment, materials, labor, tools, instruments, diagnostic software, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of maintenance, repair, and replacement services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.
- 6.1.4. The Contractor shall repair all automatic doors, components, and associated equipment so that they operate to the original manufacturers' performance specifications for the doors and associated equipment described.
- 6.1.5. The Contractor shall provide repair, service, maintenance, and parts for the following equipment:
  - 6.1.5.1. Dock equipment (not limited to – coiling doors, dock levelers, edge of docks, bumpers, seals, truck shelters, truck restraints)
- 6.1.6. The Contractor shall notify the City's identified point of contact at each work site 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 CM or designee.
- 6.1.7. The Contractor shall ensure that all Contractor's employees and subcontracted workers report to the Security Control Center at controlled access buildings (i.e. Convention Center, Police Stations, Rutherford Lane Campus, Recreation Centers, Libraries, Austin Bergstrom International Airport etc.) upon arrival and departure from the premises to individually sign in or out of the facility. The Contractor shall not allow individuals to sign other employees in or out on their behalf. The City reserves the right to verify the signatures and withhold payment of related labor hours if discrepancies or fraudulent entries are found.
- 6.1.8. The Contractor shall ensure that only authorized Contractor employees performing work under the contract are on the worksite. No acquaintances, family members, or any other person shall accompany a Contractor employee in the work area.
- 6.1.9. All personnel assigned to the project shall wear a standard uniform, necessary safety equipment, and company issued identification. Uniforms shall be clean, consistent in appearance and have the Contractor's name or logo clearly displayed on the front of the shirt and seasonal outerwear.
- 6.1.10. If the City 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, the Contractor shall immediately remove such employee or representative from the City property or facilities. Furthermore, the Contractor shall not assign such employee or representative to a City work order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

performing services for the City.

- 6.1.11. In response to a repair call, the Contractor shall inspect the entire door and mechanism before repairs begin to ensure that no other repairs are required.
- 6.1.12. The Contractor shall provide a minimum one (1) year warranty against defects of materials, services, workmanship, and in accordance with generally accepted industry standards and practices.
- 6.1.12.1. A "callback" is defined as any malfunction of any automatic door which is caused by failure or malfunction of a part which is covered by this Contract. If the Contractor and the CM or designee mutually agree that if a callback to repair an inoperable automatic door is a result of an accident or vandalism caused by others and not due to the Contractor's workmanship, then the repairs may be billed at the Hourly Labor rate on the Bid Sheet.
- 6.1.13. The Contractor shall have approval from the CM or designee for any work that requires a unit to be made inoperable during the facility's hours of operation, before making the door inoperable.
- 6.1.13.1. The Contractor shall schedule with the City and receive approval from the CM or designee for any equipment that requires a shutdown for 30 minutes or more during the facility's hours of operations. The Contractor shall include an estimated length of time for the shutdown with the scheduling request.
- 6.1.13.2. If the services requiring a scheduled shut down cannot be completed during the estimated scheduled time, the Contractor shall notify the CM or designee with an updated length of time and schedule for the shutdown.
- 6.1.14. The Contractor shall provide all services covered under this contract in accordance with all Federal, State, and Local codes. These include, but are not limited to:
- American National Standards Institute (ANSI) Safety Code, or the latest ANSI revision referring to automatic door equipment maintenance and inspection,
  - Americans with Disabilities Act (ADA)
  - American Society of Mechanical Engineers (ASME) – Safety Code for Automatic Doors
  - National Fire Protection Association (NFPA) Supplement 4 – Life Safety Code Handbook
  - Underwriters Laboratories (UL) Standard 1 – Automatic Doors
- 6.1.15. The Contractor shall develop and maintain sortable electronic records of all inspections, preventative maintenance, and repair visits on all automatic door systems and equipment. The Contractor shall generate and provide a monthly report to the CM or designee by email, or make available to the CM or designee within two (2) business days of the request. Any discrepancies in the report shall be corrected within two (2) weeks of notification by the City. The report shall include the following information at a minimum:
- Date of service
  - Location and door reference number if more than one door at location)
  - Door brand
  - Manufacturer's equipment serial number
  - Reason for call
  - Action(s) performed
  - List of parts replaced
  - Arrival time
  - Time spent performing repairs (labor hours)
  - Invoice amount
  - Service technician name and signature

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

**6.2. Service Requirements**

**6.2.1. Inspections**

6.2.1.1. The Contractor shall complete all required Federal, State, and Local Inspections as necessary. The types of inspections shall include but not limited to the following:

- Weighted
- Un-weighted
- Annual or periodic inspections
- Inspections requiring coordination with third parties
- Any other inspections required to operate automatic doors in a safe and lawful manner.

6.2.1.2. The Contractor shall meet with the CM to develop an inspection plan, and provide the inspection plan within one (1) month of the contract execution. The inspection plan shall outline procedures, requirements, deadlines, and approximate dates for all inspections and tests, for approval by the CM.

6.2.1.3. The Contractor shall perform Annual Safety Tests, unless otherwise specified at a higher frequency by Federal, State, and Local codes, in the first quarter of each calendar year, or as mutually agreed to between the Contractor and the CM or designee. A report of the test results shall be sent to the CM or designee within one (1) week of the Annual Safety Tests. The Annual Safety Tests shall be invoiced at the Hourly Labor rate on the Bid Sheet, Item No. 3.

6.2.1.4. The Contractor shall take corrective action to bring all found deficiencies during the inspection process to pass the proper inspection requirements for the door. A deficiency to be defined as anything not meeting the manufacturers' specifications and standards for the type of doors being repaired.

**6.2.2. Routine and Preventive Maintenance Services**

6.2.2.1. The Contractor shall meet with the CM to conduct a Preliminary Door Assessment, develop, and provide a routine and Preventative Maintenance Schedule on all doors covered under this Contract within one (1) month of the contract execution, or as mutually agreed to between the Contractor and the CM. Routine preventative maintenance services shall meet or exceed the manufacturers recommended requirements, or at least be performed once a year to ensure the doors operate at maximum efficiency levels if a manufacturers preventative maintenance service schedule is not available. The City reserves the right to move doors to an annual preventative maintenance schedule at any time. **(See Attachment A for an example of City locations.)**

4.2.2.1.1. For doors added to the contract after execution, the Contractor shall conduct a Preliminary Door Assessment within two (2) weeks of the City's request, and provide a Preventive Maintenance Schedule within one (1) month of the CM request, or at a time mutually agreed to between the Contractor and the CM.

4.2.2.1.2. The Preliminary Door Assessment shall be in electronic format approved by the CM or designee and shall include the following information at a minimum:

- Location and designation of the automatic door
- An overall assessment of the entire door system including major components (component list shall be mutually agreed upon between the Contractor and the CM or designee)
- Annual Safety Test Schedule

**CITY OF AUSTIN**  
**SCOPE OF WORK**  
**AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS**  
**SOLICITATION NO.: IFB 5000 JOG1022**

- Routine and Preventative Maintenance Schedule

- 6.2.2.2. The Contractor shall acknowledge (by phone or email) any requests for non-scheduled preventive maintenance within two (2) hours of request being made by the CM or designee. The Contractor shall complete the non-scheduled preventative maintenance within one (1) business day of the request or as mutually agreed to between the Contractor and the CM or designee.
- 6.2.2.3. The Contractor's routine and preventative maintenance program schedule shall include but are not limited to the following:
  - 4.2.2.3.1. Regular and systematic testing of all mechanical door, associated component parts, equipment, and trim.
  - 4.2.2.3.2. Adjustment, lubrication, cleaning, and repair or replacement of any parts and mechanisms as necessary to keep the door and equipment in proper and safe operating condition.
  - 4.2.2.3.3. Maintain the efficiency, safety, and rated opening and closing speeds for each door unit, per the manufacturer specifications and within the limits of applicable codes.
  - 4.2.2.3.4. Examine, maintain, and restore all safety devices and governors for each door. Door safety devices and/or governors shall never be left in a bypassed state.
  - 4.2.2.3.5. Checking 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.
  - 4.2.2.3.6. All doors, parts, bearings, cables, tracks, rollers, hinges, fasteners, welds and overall operation of equipment need to be carefully examined and evaluated.
  - 4.2.2.3.7. Check that all required safety decals are displayed per industry standards.
- 6.2.2.4. The Contractor shall notify the CM or designee at least one (1) business day before any unscheduled maintenance activities.
- 6.2.2.5. The Contractor shall notify the CM or designee of all found equipment issues that are not within manufacturer's specifications within one (1) hour of the discovery, and shall notify the CM or designee of the anticipated down time.
- 6.2.2.6. The Contractor shall invoice routine and preventative maintenance services separately from repair and emergency repair services.

**6.2.3. Repair Services**

- 6.2.3.1. The Contractor shall perform non-emergency repair services on an as-needed basis for all City locations. Repair services are defined as minor repairs or other related services that are needed, to keep a door functioning properly (immediately opening and closing).
- 6.2.3.2. The Contractor shall inspect and examine the door and components to ensure that the required services shall correct all issues associated with the door at the time of the service request.
- 6.2.3.3. The Contractor shall acknowledge repair services requests within two (2) business hours by phone or email to the CM or designee.
- 6.2.3.4. The Contractor shall provide a quote that clearly distinguishes the cost of parts and labor in writing or email within one (1) business day of request for approval by the CM or designee in writing or email prior to the start of the work.

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

- 6.2.3.5. The Contractor shall complete the repair services within two (2) business days of the request, or a timeframe mutually agreed upon between the Contractor and CM or designee.

**6.2.4. Emergency Repair Services**

- 6.2.4.1. The Contractor shall be able to respond to emergency repair service requests twenty-four (24) hours per day, seven (7) days per week (including holidays). Emergency repair services are defined as a repair situation where a door will not open or close, either manually or electronically. The CM or designee shall have the sole authority in determining when services are deemed to be an emergency.
- 6.2.4.2. Emergency repair service requests shall take priority over other scheduled preventive maintenance and repairs. The Contractor shall notify the CM or designee of the non-service repair requesting department before the scheduled time and reschedule the appointment at a time that is mutually agreed to between the Contractor and the City, if the Contractor's technicians will be unable to make the non-emergency repair service scheduled time.
- 6.2.4.3. The Contractor shall acknowledge an emergency repair service request within one (1) hour or less and be onsite within three (3) hours unless otherwise approved or agreed-upon by the CM. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
- 6.2.4.4. The Contractor shall provide a quote that clearly distinguishes the cost of parts and labor within one (1) hour after diagnosing the repair for approval by the CM or designee, verbal quotes shall be followed up in writing or email within one (1) business day of the initial request.
- 6.2.4.5. The Contractor shall restore the door to its original operational status, or with the CM or designee's approval, complete a temporary repair to restore the door to a manual operation status. Down-time shall not exceed four (4) hours unless mutually agreed to between the Contractor and CM.
- 6.2.4.6. The City understands that at times parts or components that are not commonly stocked may affect the Contractor's ability to complete an emergency repair service in the specified timeframe. If there is a delay in completing an emergency repair service, the Contractor shall secure the opening, with the CM or designee's approval, in a way to keep unauthorized personnel from entering.
- 6.2.4.7. If the Contractor cannot respond to any emergency repair service request in the specified timeframe, the City reserves the right to contact another Contractor to perform the repair services. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.

**6.2.5. Replacement Parts**

- 6.2.5.1. The Contractor shall be able to provide replacement parts, including up to a complete installation of a new door system.
- 4.2.5.1.1 Services include under this Contract will include but not be limited to preventative maintenance, general maintenance, repair or replacement of a like item or item of similar purpose, and like-and-kind replacement.
- 6.2.5.2. The Contractor shall maintain, at their cost, an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the doors 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 City will mutually agree on what an adequate parts inventory is based on the doors in use at City locations.

**CITY OF AUSTIN**  
**SCOPE OF WORK**  
**AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS**  
**SOLICITATION NO.: IFB 5000 JOG1022**

- 6.2.5.3. The Contractor shall use parts, lubricants, and chemicals associated with the maintenance and repairs of the doors that shall meet the manufacturers' specifications and standards for the type of doors being repaired.
- 6.2.5.4. The Contractor shall be responsible for providing all replacement parts, including OEM and proprietary parts, as necessary to fill this scope of work. All replacement parts and lubricants shall be of the same or higher quality and be of the same manufacturing design as the parts and lubricants being replaced. Replacement parts may be new or reconditioned to the original manufacturers' specifications. Any parts that are not new Original Equipment Manufacturer (OEM) parts shall be approved by the CM or designee.
  - 4.2.5.4.1. If an automatic door component becomes obsolete and a new replacement OEM part is not available, the Contractor may provide rebuilt OEM parts or use a compatible part for a different manufacturer with prior written approval from the CM or designee. The rebuilt or reconditioned parts shall be equal in quality, operation, and performance to original parts and free from defects.
- 6.2.5.5. 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 City, unless mutually agreed to between the Contractor and CM or designee.
- 6.2.5.6. The Contractor shall provide the City a Material Safety Data Sheet (MSDS) for every lubricant or chemical used in performance of the work.
- 6.2.5.7. The Contractor shall invoice parts and components used at the percentage discount off the manufacturer suggested retail price list or catalog, as indicated on Section 3 of the Bid Sheet.

**6.2.6. Rental Equipment**

- 6.2.6.1. The Contractor may charge the City for the cost of renting equipment.
- 6.2.6.2. Prior to renting any equipment or tools, the Contractor shall have the CM or designee's written approval. Under no circumstances shall Contractor rent equipment or tools without prior written approval. The Contractor shall not be reimbursed for rental costs which do not have the CM or designee's prior written approval.
- 6.2.6.3. Under no circumstances shall the Contractor charge the City if the Contractor elects to purchase tools and equipment (rather than rent) used to perform services under this Contract.
- 6.2.6.4. Charges for the rental equipment shall be a markup to the Contractor's cost in accordance with the Bid Sheet. Markups shall not exceed 15% of Contractor's rentals cost. All line-item charges for rentals will be verified by the City.
- 6.2.6.5. The Contractor shall submit copies of the rental agreement and receipts which clearly indicate the full cost paid by the Contractor, to be reimbursed for the cost of rental equipment with the invoice.

**6.3. Labor and Personnel**

- 6.3.1. The Contractor shall employ qualified automatic door technicians with at least one (1) technician on call 24 hours a day to respond to emergency repair services. Each technician shall have at least two (2) years of experience repairing commercial automatic doors. The Contractor shall submit proof of technician experience by resume within one (1) week upon

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

request by the City.

- 6.3.2. The Contractor shall 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.
- 6.3.3. The Contractor shall ensure that all personnel 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 upon request by the City.

**6.4. Sustainability**

- 6.4.1. 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. The alternative products and practices should:
  - Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content
  - Minimize environmental impacts such as water and air pollution during usage
  - Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment
  - Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost

**6.5. Disposal of Parts, Non-Hazardous and Hazardous Materials**

- 6.5.1. The Contractor shall 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.
- 6.5.2. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the CM or designee
- 6.5.3. The Contractor shall immediately notify the City 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.
- 6.5.4. The Contractor shall coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or hazardous materials through the interior of a facility without prior coordination with the City.
- 6.5.5. The Contractor shall maintain and provide as requested by City a documented audit trail of the disposal of hazardous waste material.

**5.0 Change Order**

- 5.1. With the exception of emergency services (as defined in this SOW section 4.2.4), if additions, deletions, and/or revisions to a job assignment are needed, the Contractor shall provide the CM immediate verbal notification and submit a written Change Order Request within one (1) business day of the verbal notification. If approved by the CM, the City will modify the DO to reflect the change and will provide the revised DO to the Contractor as an authorization to proceed. Under no circumstances shall Contractor proceed without a modified DO and approval from the CM.

**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

5.2. The Change Order Request shall include the following:

5.2.1. A change in the work

5.2.2. The amount of the adjustment in the quote amount, if any; and

5.2.3. The adjustment in the project time, if any.

5.6 A DO revised as a result of change order shall represent the complete, equitable, and final amount of adjustment to the estimate and/or project timeline. A change order shall not release the Contractor from its responsibilities as described by the terms of this Contract.

**6. CITY'S RESPONSIBILITIES**

6.1.1. 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.

6.1.2. The City will provide the Contractor with any available automatic door 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.

6.1.3. The City will provide an on-site contact, with escorted access.

6.1.4. The City will provide the Contractor with name(s) of authorized personnel to authorize services.

6.1.5. The City may elect to hire other contractors for major modifications to automatic doors as deemed necessary by the City. If any service schedules are affected by these major modifications, the Contractor and CM 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 CM 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 City.

**6.6. Invoicing**

6.6.1. The Contractor shall submit itemized invoices that included the following, at a minimum:

6.6.1.1. Address of work performed.

6.6.1.2. City of Austin Contract Number

6.6.1.3. City of Austin Department Purchase Order (DO) number

6.6.1.4. Contractor's unique invoice number and date

6.6.1.5. Beginning and Ending dates of services rendered

6.6.1.6. Contractor's unique quotation or estimate number

6.6.1.7. Labor cost including the hours worked per worker classification, in accordance with the Bid Sheet.

6.6.1.8. Material cost, including the associate percent discount or markup. Amount of markup must be clearly identified. The markup shall not exceed the Bid Sheet rate.

6.6.1.9. Rental equipment expense, including the associate percent markup. Amount of markup must be clearly identified. The markup shall not exceed the Bid Sheet rate.

6.6.2. The CM will approve the invoice for payment after the all services are completed and inspected. Invoices shall be sent to the City Department for which the services were provided.

6.6.3. The City's preference is to have invoices emailed or mailed to the below address:



**CITY OF AUSTIN  
SCOPE OF WORK  
AUTOMATIC DOOR MAINTENANCE, REPAIR, REPLACEMENT, AND INSPECTIONS  
SOLICITATION NO.: IFB 5000 JOG1022**

	City of Austin
Department	Building Services Department
Email	<a href="mailto:BSDAPInvoices@austintexas.gov">BSDAPInvoices@austintexas.gov</a>
Department	Austin Convention Center Department
Email	<a href="mailto:ACCD.AcctsPayable@austintexas.gov">ACCD.AcctsPayable@austintexas.gov</a>
Department	Parks and Recreation Department
Email	<a href="mailto:PARDAccountsPayable@austintexas.gov">PARDAccountsPayable@austintexas.gov</a>
Department	Austin Public Library
Email	<a href="mailto:Lib.AP@austintexas.gov">Lib.AP@austintexas.gov</a> , <a href="mailto:Lee.butler@Austintexas.gov">Lee.butler@Austintexas.gov</a> , <a href="mailto:Manuel.huerta@austintexas.gov">Manuel.huerta@austintexas.gov</a>
Department	Austin Water
Email	<a href="mailto:AWInvoices@austintexas.gov">AWInvoices@austintexas.gov</a>
Department	Aviation Department
Email	<a href="mailto:Abia.invoices@austintexas.gov">Abia.invoices@austintexas.gov</a>

**7. DESIGNATION OF KEY PERSONNEL**

- 7.1. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

<u>Department Contract Manager</u>	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
Building Services Department	Marty James Julie Strickland	512-974-3519 512-974-3980	<a href="mailto:Marty.James@austintexas.gov">Marty.James@austintexas.gov</a> <a href="mailto:Julie.Strickland@austintexas.gov">Julie.Strickland@austintexas.gov</a>
Austin Convention Center Department	Bryan Helford	512-404-4311	<a href="mailto:Bryan.Helford@austintexas.gov">Bryan.Helford@austintexas.gov</a>
Parks and Recreation Department	Patricia Rossett	512-974-6778	<a href="mailto:patricia.rossett@austintexas.gov">patricia.rossett@austintexas.gov</a>
Austin Water	Georgia Billela	512-972-0096	<a href="mailto:georgia.billela@austintexas.gov">georgia.billela@austintexas.gov</a>
Austin Public Library	Lee Butler & Manuel Huerta	512-974-7456; 512-974-7994	<a href="mailto:Lee.butler@Austintexas.gov">Lee.butler@Austintexas.gov</a> , <a href="mailto:Manuel.huerta@austintexas.gov">Manuel.huerta@austintexas.gov</a>
Aviation Department	Mike Robinson	512-530-7504	<a href="mailto:mike.robinson@austintexas.gov">mike.robinson@austintexas.gov</a>
City Contract Procurement Specialist	Jo Gutierrez	512-974-2827	<a href="mailto:Jo.gutierrez@austintexas.gov">Jo.gutierrez@austintexas.gov</a>

**9. OMISSIONS**

It is the intention of this specification to require complete automatic door maintenance and repair services for all City departments. Any items/services that have been omitted from this specification 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 specification.

**10. ATTACHMENTS**

- 10.1. Attachment A – City Automatic Door Locations
- 10.2. Attachment B – ACCD Security Requirements
- 10.3. Attachment C – Austin Water Security Requirements

# ATTACHMENT A

## City of Austin Automatic Door Locations

No.	Austin Convention Center	Address	Number of Doors	Type
1	Austin Convention Center	500 East Cesar Chavez, 78701	21	ADA/ Swinging/ Dock equipment
2	Palmer Events Center	900 Barton Springs Road, 78704	9	ADA/ Swinging/ Dock equipment
3	Marshalling Yard	838 Hwy 183	5	ADA/ Swinging/ Dock equipment
No.	Building Services	Address	Number of Doors	Type
1	City Hall	301 W 2nd street	6	Sliding
2	RLC	1520 Rutherford Ln	2	Sliding
3a	APD East Sub	812 Springdale Austin	2	Sliding
3b	APD East Sub	812 Springdale Austin	1	ADA/ Swinging
4	APD Police Headquarters	715 E. 8th St.	2	ADA/ Swinging
5	Technicenter	4201 Ed Bluestein	4	ADA/ Swinging
6	Muni-Courts	700 E 7th St.	1	ADA/ Swinging
7	East Austin Neighborhood Center	211 Comal St	2	ADA/ Swinging
8	Muni-Building	124 W 8th St.	1	ADA/ Swinging
9	Blackland Neighborhood Center	2005 Salina St.	1	ADA/ Swinging
10	Rosewood Zaragosa Neighborhood Center	2800 Webberville Rd.	1	ADA/ Swinging
11	South Austin Neighborhood Center	2508 Durwood St.	1	Sliding
No.	Austin Public Library	Address	Number of Doors	Type
1	Carver	1161 Angelina St	1	Sliding
2	Central	710 W Cesar Chavez St	6	ADA/Sliding
3	Cepeda	651 N. Pleasant Valley Rd	1	Sliding
4	History Center	810 Guadalupe St	0	Sliding
5	Howson	2500 Exposition Blvd	0	Sliding
6	Little Walnut	835 W Rundberg Ln	2	Sliding
7	Milwood	12500 Amherst Dr	1	Sliding
8	Menchaca	5500 Menchaca Rd	2	Sliding
9	North Village	2505 Steck Ave	1	Sliding
10	Oak Hill	5125 Convict Hill Rd	1	Sliding
11	Old Quarry	7051 Village Center Dr	1	Sliding
12	Pleasant Hill	211 E. William Cannon Dr.	1	Sliding
13	Ruiz	1600 Grove Blvd	2	Sliding
14	Southeast	5803 Nuckols Crossing Rd	3	Sliding
15	St. John's	7500 Blessing Ave	0	Sliding
16	Spicewood	8637 Spicewood Springs Rd	2	Sliding
17	Terazas	1105 E. Cesar Chavez St	1	Sliding
18	Twin Oaks	1800 S. Fifth St	2	Sliding
19	University Hills	4721 Loyola Ln	0	Sliding
20	Willie May Kirk	3101 Oak Springs Dr	3	Sliding
21	Windsor Park	5833 Westminster Dr	1	Sliding
22	Yarborough	2200 Hancock Dr	1	Sliding
23	Zaragosa	635 N. Pleasant Valley Rd	0	Sliding
24	Faulk	800 Guadalupe St	4	Sliding
No.	Austin Water	Address	Number of Doors	Type
1	Waller Creek Center	625 East 10th Street	4	ADA/ Swinging/ Dock equipment
2	Hornsby Bend	2210 South FM 973	1	ADA/ Swinging/ Dock equipment
3	Walnut Creek	7113 FM 969	1	ADA/ Swinging/ Dock equipment
4	Ullrich WTP	1000 Forest View Dr	1	ADA/ Swinging/ Dock equipment
No.	Parks and Recreation Dept.	Address	Number of Doors	Type
1	Alamo Recreation Center	2100 Poquito	1	Swinging
2	Carver Museum	1165 Angelina	2 Sets	Swinging
3	PARD Annex B Aquatics	2818 San Gabriel	1	Swinging
4	PARD Main Office	200 S.Lamar	2	Swinging
5	Dougherty Cultural Arts Center	1110 Barton Springs	1	Swinging
6	Asian American Resource Center	8401 Cameron Rd.	2	ADA/Sliding - LCN
7	Danny G. McBeth Recreation Ctr.	2502 Columbus Drive	1 Set	Sliding
8	Dove Springs Recreation Center	5801 Ainez Dr.	4	Swinging
9	Givens Recreation Center	3800 E. 12th St.	1 Set	Swinging
10	Rosewood Recreation Center	2300 Rosewood Ave.	1 Set	Swinging
11	Conley-Guerrero Sr. Activity Center	808 Nile St.	2 Sets	Sliding
12	Pickfair Park Firestation	10904 Pickfair Dr.	1	Swinging
13	Senior Citizens Activity Center-Lamar	2874 Shoalcrest Ave.	1 Set	Sliding
14	South Austin Senior Activity Center	3911 Manchaca RD	1 Set	Sliding
15	Gus Garcia Recreation Center	1201 E.Rundburg	2	Swinging
16	McBeth Recreation Center	2401 Colombus Dr.	1 Set	Sliding
17	Montopolis Rec. Center	1200 Montopolis Dr.	2 Sets	Swinging
18	Dittmar Rec. Center	1009 W. Dittmar Rd.	2 Sets	Swinging
19	South Austin Rec. Center	1100 Cumberland Rd.	1 Set	Swinging
No.	Aviation Department	Address	Number of Doors	Type
1	Austin Bergstrom International Airport / BJT	3600 Presidential Blvd.	30 Sets of 2	ADA / Sliding

## ATTACHMENT B

### **ACCD Contractor or SubContractor Access Requirements**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

1. 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 Operations Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Operations Center or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
2. 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.
3. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
4. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
5. Any ACCD employee may check an individual's status or contact Security Operations 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.
6. Restricted areas of the facility with signs stating "Authorized Personnel Only", "Restricted Access", "Client Access Only" or "No Access" are off limits to all persons except those authorized.
7. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
8. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Operations Center to be checked-in.
9. 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.
10. 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.
11. 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.
12. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Operations Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

**ATTACHMENT C**



# **Austin Water**

## **FACILITY SECURITY PROCEDURE FOR CONTRACTORS**

**SP-1070**

**Austin Water  
Water and Wastewater Treatment Plants,  
Water Pump Stations and Reservoirs, and Lift Stations  
Service Centers and Administration Buildings**

**Facility Security Procedure for Contractors****SP-1070****Revision Record**

<b>Version</b>	<b>Date</b>	<b>Description- Affected Pages</b>	<b>Approved By</b>
<b>1</b>	<b>16 Sept 2014</b>	<b>Updated, included all facilities All pages</b>	<b>Rick Verardi Security Mgr.</b>
<b>2</b>	<b>16 Sept 2018</b>	<b>Updated decal issuing/valid dates</b>	<b>Rick Verardi Security Mgr.</b>
<b>3</b>	<b>24 Oct 2019</b>	<b>Updated Escorted access, removed decal, added ID Badges</b>	<b>Rick Verardi Security Mgr.</b>

**FACILITY SECURITY PROCEDURE FOR CONTRACTORS****SP-1070****Table of Contents**

1	SECURITY POLICY .....	4
2	SECURITY PROCEDURE .....	4
2.1	PURPOSE .....	4
2.2	SECURITY PROCEDURE MAINTENANCE .....	4
2.3	RESTRICTED AREA ACCESS POLICY .....	4
2.3.1	Unescorted Access .....	4
2.3.2	Escorted Access .....	4
2.4	CONTRACTOR'S BASIC SECURITY RESPONSIBILITIES .....	5
2.4.1	Read-and-Follow Requirement .....	5
2.4.2	Basic Security Functions .....	5
2.5	APPLICATIONS FOR AUTHORITY TO ENTER FACILITIES, BACKGROUND SECURITY CHECKS AND IDENTIFICATION BADGES .....	5
2.5.1	Applications for Authority to Enter Facilities .....	5
2.5.2	Background Security Checks .....	5
2.5.3	Security Identification Badges .....	6
2.5.4	Identification Badge Control and Handling .....	6
2.5.5	Revoking Access Authorization .....	6
2.6	FACILITY SECURITY AND ACCESS CONTROL .....	7
2.6.1	Access to Facilities .....	7
2.6.2	Site Security Requirements .....	8
2.6.3	Combinations and Key Controls .....	8
2.6.4	Operation of Access-Controlled Doors at Remote Facilities .....	8
2.6.5	Tailgating .....	9
APPENDIX A:	.....	10
APPENDIX B:	.....	11
APPENDIX C:	.....	12

## **1 SECURITY POLICY**

Paramount to the Austin Water is:

- The production and delivery of adequate supply of safe drinking water to all customers
- Uninterrupted collection of wastewater, without spills, and
- Adequate processing of wastewater to be safely returned to the environment.

The Utility shall provide high quality physical security at all its facilities and shall initiate, implement, enforce, and update as needed, specific rules and procedures to protect property, personnel, equipment, and material against unauthorized entry, trespass, damage, sabotage, or other acts that might threaten the security of essential facilities, the quality of the drinking water, or the quality of treated wastewater.

## **2 SECURITY PROCEDURE**

### **2.1 PURPOSE**

The purpose of this Procedure is to provide Contractors and Subcontractors with standard operating methods, directives and instructions in accordance with the Utility's mission to protect its assets.

### **2.2 SECURITY PROCEDURE MAINTENANCE**

The maintenance and updating of this Facility Security Procedure is the responsibility of the Security Manager with input from the Treatment Program Division Managers and Facilities Management.

This Facility Security Procedure will be reviewed and updated at least yearly. A record of all revisions will be maintained at the front of all copies.

### **2.3 RESTRICTED AREA ACCESS POLICY**

#### **2.3.1 Unescorted Access**

Unescorted access is granted to contractors that have completed the "Application for Authorization to Enter Secured Austin Water Facilities" (Appendix B) and clear the background security check. An Austin Water technology badge or identification badge will be issued.

#### **2.3.2 Escorted Access**

Escorted access is allowed provided an Austin Water employee physically escorts the visitor and is present with the visitor at all times. Contractors scheduled to work on site are **NOT** eligible for Escorted Access while working on site and must apply for Unescorted Access (see 2.3.1 above).

The exception for escorted access is for those that will be on site for a short period of time, usually under one hour, such as deliver drivers. All others on site must have an escort.

In the event of an unplanned facility emergency that requires an immediate response from a contractor, that contractor may be granted temporary access to the facility. The contractor must be met at the facility entry point by an Austin Water employee escort, must sign the visitor guest log (which will include the name of AW employee escorting the contractor), and must remain in the presence of the escorting AW employee for the duration of the visit.

## 2.4 CONTRACTOR'S BASIC SECURITY RESPONSIBILITIES

### 2.4.1 Read-and-Follow Requirement

All Contractors and Subcontractors shall read and follow this Procedure. The Contractor's Project Manager and Site Superintendent, and all Subcontractors' on-site Supervisors will be required to sign the "" (Appendix A) attesting to the fact that they have read and understood this Procedure. The "Contractor's Acknowledgement" signed by the Contractor's Project Manager and Site Superintendent shall be delivered to the Utility at the Pre-construction Conference, and before any access is permitted to the work site. The "Contractor's Acknowledgement" signed by the Subcontractors' Project Managers and Site Supervisors will be delivered to the Utility at least **two (2) weeks** before the Subcontractor requires access to the site.

All Contractor's and Subcontractors' employees are expected to be thoroughly knowledgeable in the contents of this Procedure. Contractors and Subcontractors shall instruct their employees on the provisions and requirements of this procedure and shall emphasize the importance of their compliance. **Any person's failure to follow any of the provisions or requirements of this Procedure shall be removed from the job site and lose access privileges.**

### 2.4.2 Basic Security Functions

The basic security functions of Contractors and Subcontractors shall center on the protection of water and wastewater quality, personnel, and the Utility and Contractors' property. These basic functions will involve securing and monitoring the project site, controlling access, preventing unlawful entry, unlocking and locking buildings, and enforcing Utility rules, policies, procedures and directives.

Contractors and Subcontractors shall provide deterrence against fire, theft, vandalism, and trespass and shall assist in the elimination of safety hazards and security breaches. In some cases, Contractors and Subcontractors will be called upon to assist in the detection and detention of persons guilty of trespassing on or committing offenses on Utility property. Uniformed officers from the Austin Police Department and local Sheriffs' Departments shall provide the enforcement support for criminal acts committed on Utility property.

Contractors and Subcontractors shall accurately report and record all transgressions and incidents.

## 2.5 APPLICATIONS FOR AUTHORITY TO ENTER FACILITIES, BACKGROUND SECURITY CHECKS AND IDENTIFICATION BADGES

### 2.5.1 Applications for Authority to Enter Facilities

The Contractor shall submit an "Application for Authorization to Enter Secured Austin Water Facilities" (Appendix B) for each of their employees and their Subcontractors' employees before that employee is allowed to enter the project site. All information requested on the application shall be provided, including required signatures. Each application submitted shall be an original document. Copies or facsimiles are not acceptable.

Each application shall be accompanied by a complete background security check. Each employee's application and background security check shall be submitted at least **five (5) working days** prior to the first day that employee is to work on the secured site to allow for adequate review of the documents. Each background check submitted shall be an original document. Copies or facsimiles are not acceptable.

### 2.5.2 Background Security Checks

The Contractor shall submit a "Criminal History Records Check Disqualifying Criminal Offenses" (Appendix C) and provide a current **fingerprint based** background security check for each of their employees and their Subcontractors' employees, submitted along with the "Application for Authorization to Enter Secured Austin



Water Facilities” (Appendix B). The background check must be performed by either the United States Federal Government (FBI) or the Department of Public Safety from the employee’s home state (the state in which the employee resides and from whom they obtained their driver’s license or identification card). The background security check for a non-US citizen shall be performed by their native country’s national law-enforcement agency (e.g. a Canadian citizen shall submit a background check performed by the Royal Canadian Mounted Police).

The results of each background check shall be dated and submitted as an original, certified official document from the agency performing the check, and shall bear all appropriate letterheads, seals, and signatures. The background check shall clearly indicate the agency performing the check and include their address and telephone number. Background checks performed less than one year prior to the subject Contract’s Notice-to-Proceed will be acceptable. The results of background checks may be audited at any time.

### 2.5.3 Security Identification Badges

Austin Water utilizes two methods of Security ID Badges

**ID Badge:** This badge is issued to contractors working at a facility that require access to the facility grounds via the entrance gate. An example would be long term contractors. Badges are given an **expiration date** set to expire at a date determined by Security Management. Badges are issued for a maximum of two years.

**Technology Badge:** This badge is issued to contractors working at a facility that require access to secured buildings on an AW site. Examples are the cleaning crew, security guards, and contractor superintendents supervising multiple job sites. Badges are given an expiration date set to expire at a date determined by Security Management. Badges are issued for a maximum of two years. **Technology Badges are issued at the discretion of Security Management.**

Authorization to enter protected facilities and the issuing of an ID Badge or Technology Badge shall require a review of the background security check and approval from Security Management.

A new background check is required prior to the issuance of another Badge after the previous one expires.

### 2.5.4 Identification Badge Control and Handling

All personnel on the job site shall maintain the Security Identification Badge on their person at all times. The Badge should be displayed on their outer clothing in a clear manner. Arm band ID holders are acceptable.

Security Identification Badge holders will take reasonable care to protect their badge from unauthorized use. Badge holders will not allow others to use their badge.

In the event that a Security Badge holder discovers that their badge has been lost, the badge holder shall immediately report the loss to the Contractor’s Site Superintendent, who will immediately report the loss to the AWU Project Manager, and to the AWU Plant Superintendent (at treatment plants) or the AWU Operation Manager at the South First Support Center (512-972-0502) (for pump stations and reservoirs).

### 2.5.5 Revoking Access Authorization

Authorization to enter and/or work on any Austin Water site is at the sole discretion of the Utility and may be revoked at any time.

Authorization to enter secured Utility sites shall be revoked immediately for the following reasons:

- The badge holder ends their employment with the Contractor or Subcontractor

- The badge holder allows another person to use their badge, or the badge holder permits, or allows another person without a badge to enter a secured site.
- The badge holder acts without authorization to defeat any security device at any secured site.
- The badge holder's actions (or inaction) result(s) in damage to Utility facilities or threaten(s) the quality of the drinking water.
- The badge holder has been involved in a criminal action on site and has been determined as a threat to any persons or property at this site.

Personnel in the following positions may revoke Access Authorization:

- AWU Director and Assistant Directors for Treatment and for Engineering
- AWU Division Heads, Plant Superintendents, and Supervisors in the Treatment Program Area
- AWU Security Manager
- AWU and Consultant's Project Managers
- City of Austin Public Works Project Managers
- Contractor's Project Manager and Site Superintendent

If a person in one of the positions listed above ever believes that another person's Access Authorization should be immediately revoked to eliminate or mitigate a threat to site security or the security of the water, they shall contact the Project Manager or the Contractor's Site Superintendent. The badge shall be taken from the person and they shall be escorted from the work site.

## **2.6 FACILITY SECURITY AND ACCESS CONTROL**

### **2.6.1 Access to Facilities**

Access to Utility facilities shall be limited to:

- City of Austin Public Works or Austin Water employees who possess appropriate unescorted access authorization by the Utility and have a valid Security Identification Badge.
- Contractor's and Subcontractors' employees who possess appropriate access authorization(s) and possess and wear a proper Utility-authorized Security Identification Badge. All Contractor's and Subcontractors' employees will follow Utility procedures while on the site.
- Contractor's or Subcontractors' supplier delivery personnel. Delivery personnel may be permitted access to complete material deliveries and will not be required to obtain a Security Identification Badge. Delivery personnel shall be closely escorted within the secured site by the Contractor's Site Superintendent and shall be permitted access only for the time required to unload the material being delivered. Under no circumstances will any delivery personnel be allowed to remain on site for longer than one hour. If delivery of any material or equipment is projected to require more than one hour's time, an "Application for Authorization to Enter Secured Water Treatment Facilities", complete Background Security Check, and Security Identification Badge will be required for all personnel associated with making that delivery.
- Visitors who have been authorized in advance, in writing, by the Plant Superintendent or Division Manager. (Persons who perform work on the site or deliver equipment or materials to the site are not considered to be visitors) Visitors who have been authorized such access must be closely escorted within the Utility facility by a Utility employee who possesses the appropriate access authorization and Security Identification Badge. The Entry gate guard staff shall maintain a Visitor Register to record all visits. The Visitor Register shall record the name of each visitor, their employer, date of the visit, arrival and departure times, the purpose of visit and the name of the escort. This Visitor Register shall be made available at every project progress meeting and shall be delivered to the Utility Project Manager at the

end of the project. Visitors do not require an ID badge. Contractors are not eligible for access to the facility as a visitor except for pre-bid meetings.

### **2.6.2 Site Security Requirements**

All Utility facilities shall be kept secure at all times. The following provisions, at a minimum shall be maintained:

- An eight-foot high perimeter fence shall be maintained without gaps or holes, with gate(s) locked with a tempered chain and padlock. A security guard may also be employed if desired by the Contractor or required by other sections of the Contract.
- All perimeter door(s) (if present) shall be locked and alarmed.
- Other installed security devices (if present) such as motion detectors, fence monitors and CCTV cameras shall be operational.
- All classified material (if present) within shall be properly stored.

During the Contractor's working hours, the Contractor's Site Superintendent shall maintain an active cellular telephone to enable the Utility's Plant Superintendent or the Central Security Operator to contact him/her in the event that a security alarm is triggered on the job site. If an alarm is triggered and the Plant Superintendent or the Central Security Operator is unable to contact the Contractor's Site Superintendent to ascertain the reason for the alarm, law enforcement officers will be summoned to the site.

At the beginning of each day that the Contractor or a Subcontractor performs work on a pump station or reservoir site, a Supervisor authorized by the Contractor (and previously identified to the pump station or reservoir Central Security Operator) shall open the security gate to the site as follows:

- Place a telephone call to the Central Security Operator (512-972-0502) before unlocking the gate.
- Identify themselves and advise the Central Security Operator that they are at the site entrance, identify where on the site they intend to work, and advise that they are about to open the gate. The Central Security Operator will disarm any alarms that might be triggered by the gate opening or by employees working in the areas identified. The Central Security Operator will advise the Supervisor placing the call when the alarms are disarmed.
- Unlock the gate, enter the site, and lock the gate or post a guard to assure that only authorized personnel wearing required, proper Security Identification Badges may enter.

At the end of every work day at a pump station or reservoir site, when the last employee has left the job site, the Contractor's Site Superintendent shall place a call to the Central Security Operator to advise that everyone has left the site, that the security gate is locked, and that the alarms should be rearmed.

### **2.6.3 Combinations and Key Controls**

Knowledge of the combination of locks and access to any keys will be limited to designated individuals assigned to work in the associated facilities. All combinations will be changed regularly at times designated by the Division Manager, and whenever it is suspected the combination has been compromised.

Facility keys are cut to fit a number of cylinders. If a key shared with the Contractor is lost, all similar lock cylinders, whether present on the site or off the site, will be re-keyed by the Utility, at the expense of the Contractor.

### **2.6.4 Operation of Access-Controlled Doors at Remote Facilities**

Entry to all remote facilities will be coordinated with the Central Security Operator. Many facilities include an access-control door. An access-control door may be used by authorized Security Identification Badge holders for entry and exit using the following procedure:

**Entry procedure:**

1. Contact the Central Security Operator (512-972-0502) and request permission to enter. Hang up the telephone.
2. The CSO will call back the person requesting to enter (on their previously authorized number) and verify the request.
3. The CSO will unlock the door or request that the person's Security Identification Badge be presented to the exterior card reader.
4. Unlock the deadbolt (if present)
5. Enter PIN
6. Open door
7. Enter
8. Close the door

**Exit procedure:**

1. Press crash bar
2. Open door
3. Exit
4. Close the door
5. Lock the deadbolt (if present)
6. Contact the CSO and request that the door be locked, advise them that the site's alarms need to be re-armed
7. The CSO shall lock the door and re-arm all alarm devices
8. The CSO shall call back and ask the requestor to verify that the door is locked

**2.6.5 Tailgating**

Tailgating is the entry of multiple individuals through an access-controlled door or gate without closing the door (or gate) between entries. Tailgating is allowed by authorized ID Badge holders provided that each presents their badge to the card reader or person controlling access prior to entry. Tailgating by unauthorized individuals or anyone not possessing an authorized ID Badge is not allowed.

**APPENDIX A:**

**CONTRACTOR'S ACKNOWLEDGEMENT**  
**AUSTIN WATER**  
**FACILITY SECURITY PROCEDURES FOR CONTRACTORS**

**PROJECT NAME:** \_\_\_\_\_**CIP/PROJECT NUMBER:** \_\_\_\_\_

By signing this document, I acknowledge that I have received a copy of the Austin Water **SP-1070 FACILITY SECURITY PROCEDURE FOR CONTRACTORS** and that I have read it and understand its contents. Furthermore, I agree to follow all the provisions contained therein.

**CONTRACTOR:** \_\_\_\_\_

PROJECT MANAGER:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature

SITE SUPERINTENDENT:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature**SUBCONTRACTOR:** \_\_\_\_\_

PROJECT MANAGER:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature

SITE SUPERINTENDENT:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature**SUBCONTRACTOR:** \_\_\_\_\_

PROJECT MANAGER:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature

SITE SUPERINTENDENT:

\_\_\_\_\_  
Print\_\_\_\_\_  
Signature

## APPENDIX B:

# APPLICATION FOR AUTHORIZATION TO ENTER SECURED AUSTIN WATER FACILITIES (CONTRACTOR EMPLOYEE)

**Date of Application:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Estimated Project End Date:** \_\_\_\_\_  
mm dd yyyy

**PROJECT:** \_\_\_\_\_ **Cip /Proj No** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

**SITE(S) TO BE ACCESSED:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_  
Last Name First Name Middle Name

**Job Title:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_  
Street / Apt No.

\_\_\_\_\_  
City State Country Zip Code

**Telephone Nos.:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **Birth date:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Home Work mm dd yyyy

**Birth place:** \_\_\_\_\_  
City County State Country

**Driver's License:** \_\_\_\_\_  
Number Class Exp Date (mm-dd-yr) Issuing State or Country

**Signature:** \_\_\_\_\_

**SUPERVISOR:** \_\_\_\_\_  
Last Name First Name M.I.

**Job Title:** \_\_\_\_\_ **Work Telephone No.** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**AUTHORIZATIONS:**

**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_  
Print Sign

**UTILITY'S PROJECT MANAGER:** \_\_\_\_\_  
Print Sign

**SITE / DIVISION MANAGER:** \_\_\_\_\_  
Print Sign

**AUTHORIZED FOR BADGE PREPARATION:** \_\_\_\_\_  
Security Management

**Background Check Completed / Submitted:** Date \_\_\_\_\_ **ID Badge // TECH Badge** **Date Audited:** \_\_\_\_\_

**APPENDIX C:****Criminal History Records Check Disqualifying Criminal Offenses**

An individual has a disqualifying offense if the individual has been convicted of, or found not guilty of by reason of insanity, any of the disqualifying crimes listed in this paragraph in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

<b>1</b>	Felony involving burglary.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>	<b>13</b>	Murder.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>2</b>	Felony involving theft.	<input type="checkbox"/>	<input type="checkbox"/>	<b>14</b>	Assault with intent to murder.	<input type="checkbox"/>	<input type="checkbox"/>
<b>3</b>	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>	<b>15</b>	Espionage.	<input type="checkbox"/>	<input type="checkbox"/>
<b>4</b>	Felony involving possession or distribution of stolen property.	<input type="checkbox"/>	<input type="checkbox"/>	<b>16</b>	Rape or aggravated sexual abuse.	<input type="checkbox"/>	<input type="checkbox"/>
<b>5</b>	Aggravated assault.	<input type="checkbox"/>	<input type="checkbox"/>	<b>17</b>	Kidnapping or hostage taking.	<input type="checkbox"/>	<input type="checkbox"/>
<b>6</b>	Felony involving bribery.	<input type="checkbox"/>	<input type="checkbox"/>	<b>18</b>	Treason.	<input type="checkbox"/>	<input type="checkbox"/>
<b>7</b>	Terrorist threat.	<input type="checkbox"/>	<input type="checkbox"/>	<b>19</b>	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>
<b>8</b>	Armed or felony unarmed robbery.	<input type="checkbox"/>	<input type="checkbox"/>	<b>20</b>	Class A Criminal Mischief (500 or Above).	<input type="checkbox"/>	<input type="checkbox"/>
<b>9</b>	Felony involving willful destruction of property.	<input type="checkbox"/>	<input type="checkbox"/>	<b>21</b>	Criminal Trespass at Critical Infrastructure Facility.	<input type="checkbox"/>	<input type="checkbox"/>
<b>10</b>	Felony involving importation or manufacture of a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>	<b>22</b>	Burglary of Vehicle	<input type="checkbox"/>	<input type="checkbox"/>
<b>11</b>	Extortion.	<input type="checkbox"/>	<input type="checkbox"/>	<b>23</b>	Engaging in Organized Criminal Activity	<input type="checkbox"/>	<input type="checkbox"/>
<b>12</b>	Felony arson.	<input type="checkbox"/>	<input type="checkbox"/>	<b>24</b>	Conspiracy or attempt to commit any of the criminal acts listed on this page.	<input type="checkbox"/>	<input type="checkbox"/>

By signing below I certify that I do not have any of the above listed disqualifying criminal offenses.

Also signing below indicates my understanding that I have a continuing obligation under Title 49, CFR, Parts 1542.209 and 1544.229 to disclose to Austin Water within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, have been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Also signing below indicates the information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

**PRINT NAME**

**SIGNATURE**

**DATE**

**BID SHEET**  
**CITY OF AUSTIN**  
**Automatic Door Maintenance, Repair, Replacement, and Inspections**

**SOLICITATION NO.:** IFB 5000 JOG1022

**BUYER:** Jo Gutierrez

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

**SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY USED ITEMS)**

The estimate shall not include a separate charge for administrative, overhead, per diem, insurance, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

The quantities listed are annual estimates 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. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	LABOR	ESTIMATED ANNUAL QUANTITY	HOURLY RATE	EXTENDED PRICE
1	Labor rate per hour for Regular Hours, 6:00 a.m. - 5:00 p.m., CST Monday through Fridays	8,879	\$ 89.00	\$ 790,231.00
2	Labor rate per hour for Non-Regular Hours, 5:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% or 'time and a half' of Regular Hours)	3,788	\$ 125.00	\$ 473,500.00
3	Inspection Services	6,301	\$ 49.00	\$ 308,749.00
<b>TOTAL EXTENDED PRICE - SECTION 1</b>				<b>\$ 1,572,480.00</b>

**SECTION 2 - ROUTINE AND PREVENTIVE MAINTENANCE**

Proposer must be able to establish and provide routine and preventive maintenance to automatic doors and components. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 1 and Section 3 pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL VISIT QUANTITY	PRICE PER VISIT (EACH)	EXTENDED PRICE
4	Flat fee for Routine and Preventative Maintenance Services	2,821	<b>\$60.00</b>	<b>\$169,260.00</b>



**BID SHEET**  
**CITY OF AUSTIN**  
**Automatic Door Maintenance, Repair, Replacement, and Inspections**

**SOLICITATION NO.:** IFB 5000 JOG1022

**SECTION 3 - REPAIR PARTS AND MATERIALS**

Proposer must be able to provide automatic doors and associated components to complete the repairs. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be **fixed throughout the term of the Contract** including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE
5	Discount off Price List for all Door Materials and Associated Components	\$358,500.00	15.00%	\$304,725.00
TOTAL EXTENDED PRICE FOR SECTIONS 1 THRU 3				\$2,046,465.00

**SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)**

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM OR MARKUP TO PRICE LIST
6	Rental Equipment		35 _____ % Discount or _____ % Markup
7	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
8	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

**Company Name:** Door Control Services, a DH Pace Company

**Company Email:** service@doorcontrolservices.com