

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

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

Company Name: Washer Solutions, Inc.
Company Address: 760-A Canning Parkway
City, State, Zip: Victor, NY 14564
Federal Tax ID No. [REDACTED]
Printed Name or Officer of Authorized Representative: Christina Fields
Title: VP
Signature of Officer or Authorized Representative: Christina Fields
Date: 2/1/2023
Email Address: christina.fields@washersolutions.com
Phone Number: 585-742-6388

*** Completed Quote Sheet must be submitted with this Offer Sheet to be considered for award.**

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 2200 NA230000117
Printed Name of City's Authorized Procurement Staff: William J. Toler
Title of City's Authorized Procurement Staff: Procurement Specialist III
Signature: William J. Toler
Date: 3/10/2023
Email: William.Toler@austintexas.gov
Phone: 512-974-2054

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

**CITY OF AUSTIN
SCOPE OF WORK
PREVENTATIVE AND REPAIR SERVICES
FOR
AUTOCLAVE STEAM STERILIZERS
SOLICITATION NO.:**

1. PURPOSE:

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide annual preventative maintenance and repair services on three (3) different models of Autoclave Steam Sterilizers.

The contract will be used by the Austin Water (AW), Water Quality Lab (WQL) and Environmental Analytical Services (EAS) Lab. The City reserves the right to add or remove locations, services, or adjust frequency as deemed necessary throughout the contract term. Other City departments and locations may be added as necessary.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance of services/goods shall be considered a requirement although not directly specified or called for in the scope of work.

2. TERM OF CONTRACT:

The term of the contract shall commence upon execution and remain in effect for of (60) months.

3. DELIVERY REQUIRMENTS:

Location:

Water Quality Laboratory (WQL)

14050 Summit Dr. Ste 121

Austin, TX 78728-7101

Days:

Monday – Friday 7:30am to 3:30pm

Environmental Analytical Services (EAS)

7113 FM 969

Austin, TX 78724

Monday – Friday 7:30am to 3:30pm

4. INVOICE AND PAYMENT ADDRESS:

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

	City of Austin
Department:	Austin Water
Attn:	Water Quality Lab
Address:	14050 Summit Dr. STE 121
City, State Zip Code:	Austin, TX 78728
Email:	AWAdminLab@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

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5. DESIGNATION OF KEY PERSONNEL:

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 with an individual(s) having equivalent experience and competence in executing projects such as the one described herein as well as have all necessary licenses and manufacturer certifications. Additionally, the Contractor shall promptly notify the City and obtain written approval for the replacement. Such approval shall not be unreasonably withheld.

	Name	Phone Number	Email Address
Contract Manager	Georgia Billela	(512) 972-0096	Georgia.Billela@austintexas.gov
Contractual Monitor	Darrell Richmond	(512) 972-0313	Darrell.Richmond@austintexas.gov
Operational Monitor	Racquel Bass	(512) 972-1462	Racquel.Bass@austintexas.gov
Operational Monitor	Gary Gilmer	(512) 972-1415	Gary.Gilmer@austintexas.gov
Procurement Specialist			

The City's key personnel are identified as follows:

6. SINGLE POINT OF CONTACT:

The Contractor shall:

- 6.1 Designate a Single Point of Contact (SPOC) who shall be available for emergency request that shall be available 24 hours a day 7 days a week. This shall be submitted on the Price Sheet with the Bid.
 - 6.1.1 The SPOC shall be fluent in the English language and shall be able to communicate effectively with the Contract Manager or designee.
 - 6.1.2 The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
 - 6.1.3 The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.
 - 6.1.4 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this Scope of Work and shall have the same authority as the SPOC.

7. APPLICABLE SPECIFICATIONS:

- 7.1 The Contractor shall ensure the goods and/or services complies with Federal, State and Local Laws, regulations, policies, ordinances, and AW guidelines.

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- 7.2 The Contractor shall comply with American National Standards Institute/American Water Works Association Standards: <https://www.awwa.org/Publications/Standards>
- 7.3 The Contractor shall comply with:
 - 7.3.1 Environmental Protection Agency (EPA). <https://www.epa.gov/>
 - 7.3.2 Texas Commission on Environmental Quality (TCEQ): <https://www.tceq.texas.gov/>
 - 7.3.3 Occupational Safety and Health Administration (OSHA) safety requirements: <https://www.osha.gov/>.
 - 7.3.4 City of Austin Ordinances and regulations: https://library.municode.com/tx/austin/codes/code_of_ordinances
 - 7.3.5 National Electric Code standards: <https://www.nfpa.org/NEC/electrical-codes-and-standards>

8. CONTRACTOR QUALIFICATIONS:

The Contractor shall:

- 8.1 Have a minimum of two (2) consecutive years of experience within the last five (5) years providing maintenance and repair services for Autoclave lab equipment that are similar in scope to:
 - 8.1.1 Primus Sterilizer Company, Model PSS5-A-MSSD Steam Sterilizer and associated boiler.
 - 8.1.2 Consolidated Sterilize Systems, Model 3AV, Gravity/Laboratory Steam Sterilizer.
 - 8.1.3 Market Forge, Model STM-E, Freestanding Analog Sterilmatic Sterilizer.
- 8.2 Be factory certified **by the manufacturer** of any autoclave serviced. To perform work on any autoclave lab equipment and associated boiler, the technician must be factory certified by the manufacturer.
- 8.3 Submit proof of experience and certifications with their response or within 3 business days upon request from the City: Proof of experience may be in the form of resumes, references and/or letters of reference which clearly demonstrate and verify the Contractor's ability to provide maintenance and repair services to the three (3) different types of Autoclave lab equipment listed under section 8.

9. CONTRACTOR REQUIREMENTS

The Contractor shall:

- 9.1 Provide an Annual Preventative Maintenance (PM) plan for all equipment to be maintained under this contract prior to contract award or at a time that is mutually agreed upon between the Contractor and the Contract Manager and/or designee.
- 9.2 Provide a National Institute of Standards and Technologies (NIST) traceable report of your autoclave temperature device calibration and pressure check equipment, that will be utilized

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on the maintenance and/or repair of the City's equipment prior to the maintenance and/or repair.

- 9.3 Provide all equipment, materials, labor, tools, expendable items, personnel protective equipment, and transportation necessary for the proper execution and completion of inspection, maintenance, repair, and replacement services. Original manufacturer parts must be used if available
- 9.4 Maintain and repair all equipment so that they operate to the original manufacturer's performance specifications.
- 9.5 Be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contract Manager and/or designee inspection and approval.
- 9.6 Provide a *detailed* service report indicating all services performed during the visit, including additional repairs needed or recommendations for replacement of major components with a written estimate including labor and materials, to the Contract Manager and/or designee, for signatures preferably prior to leaving the site or **within 24 hrs** upon completion of work. A copy of the signed service report shall be submitted with the invoice. An emailed copy of the service report must be provided with 5 business day upon completion of work, or at a time mutually agreed to between the Contractor and the Contract Manager and/or designee.
- 9.7 Understand that components shall not be replaced without written authorization from Contract Manager and/or designee. The Contractor shall contact the Contract Manager and/or designee for any component replacement issues at the time of discovery by phone and/or email to discuss the corrective action plan.
- 9.8 Dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
- 9.9 Not store worn or defective parts on City premises at the end of the workday unless otherwise specified by Contract Manager and/or designee.
- 9.10 Be responsible for damage done to property or equipment as a direct result of the Contractor's actions. If the Contractor and/or their employee's cause any damage to City property, the Contractor shall immediately inform the Contract Manager and/or designee. The Contractor shall make repairs or replacement to the satisfaction of the City representative 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 the Contractor or to recover cost if no payments are owed.

11. SERVICES REQUIREMENT:

The Contractor Shall:

- 11.1 Preventative Maintenance and repair services shall be scheduled and agreed upon with the Contract Manager and/or designee. The Contractor shall inform the Contract Manager and/or designee of any changes in scheduling.

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- 11.2 Provide emergency service. Contact shall be made within 48 hours after notification by Contract Manager and/or designee. Emergency repairs shall take priority over all other scheduled preventive maintenance and non-emergency repairs.
- 11.3 Perform annual preventative maintenance (PM) and repair services, as requested, all autoclave steam sterilization units covered by this contract and ensure they are operating in accordance with the original manufacturer's recommended performance standards.
- 11.4 Prepare each autoclave boiler for mandated state inspections which includes disassembly and reassembly of the boiler(s).
- 11.5 Ensure the Annual Preventative Maintenance Plan for the Primus Sterilizer Company, Model PSS5-A-MSSD, Steam Sterilizer includes:
 - 11.5.1 Check and replace or rebuild, as needed, any trap and/or valve kits.
 - 11.5.2 Replace and lubricate door gasket.
 - 11.5.3 Check for and eliminate any leaks
 - 11.5.4 Calibrate temperature control device
 - 11.5.5 Conduct pressure check
 - 11.5.6 Lubricate the door as prescribed in the Primus service manual
 - 11.5.7 Perform any other service that is prescribed by the manufacturer to be included in an annual PM.
- 11.6 Ensure the Annual Preventative Maintenance Plan for the Consolidated Sterilize Systems, Model 3AV, Gravity/Laboratory Steam Sterilizer includes:
 - 11.6.1 Check and replace or rebuild, as needed, the trap kit, solenoid valve, safety valve, and door gasket.
 - 11.6.2 Calibrate the temperature control device.
 - 11.6.3 Conduct pressure check.
 - 11.6.4 Perform any other service that is prescribed by the manufacturer to be included in an annual PM.
- 11.7 Ensure the Annual Preventative Maintenance Plan for the Market Forge, Model STM-E, Freestanding Analog Sterilmatic Sterilizer includes:
 - 11.7.1 Check and replace or rebuild, as needed, the trap kit, solenoid valve, safety valve, and door gasket.
 - 11.7.2 Calibrate the temperature control device.
 - 11.7.3 Conduct pressure check.
 - 11.7.4 Perform any other service that is prescribed by the manufacturer to be included in an annual PM.
- 11.8 Perform the following tasks during the Annual Preventative Maintenance service on all three (3) units.
 - 11.8.1 Visually inspect each unit for signs of damage.
 - 11.8.2 Replace burned out pilot lamps or locate and repair cause of lamp or LED display failure.
 - 11.8.3 Tighten any loose knobs, mounting bolts, or mechanical devices, and ensure they are correctly installed.

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- 11.8.4 Check the steam supply line to ensure pressure is within manufacturers specifications.
- 11.8.5 Adjust the steam control valve as prescribed in manufacturers service manual and ensure both Hi and Lo settings are properly set.
- 11.8.6 Check pressure relief valve and activate and deactivate twice.
- 11.8.7 Apply steam pressure and check for leaks in plumbing.
- 11.8.8 On the condenser exhaust system, check the plumbing for leaks. Operate the solenoid valve and listen for a solid “thump” when it closes. If any “chattering”, “buzzing” or a soft closing sound is heard, open the flow regulator and solenoid valve, and flush the system. Reset the flow regulator for minimum water flow.
- 11.8.9 Clean the jacket and chamber steam traps and blow out sediment from the steam system.
- 11.8.10 Clean the chamber drain strainer at the bottom of the sterilizing chamber.
- 11.8.11 Check the door closing to ensure it is centered and easily closes. Adjust as necessary to compensate for wear.
- 11.8.12 Close the door on a sheet of paper placed several places around the door edge to check the door gasket.
- 11.9 Parts shall be warranted by the Contractor and shall be free from defects for a period of no less than 90 days from installation or for the period warranted by the manufacturer, whichever is longer.
- 11.10 Labor performed shall be warranted for a period of no less than 180 days from the date of service.

12. SAFETY REQUIREMENTS:

The Contractor shall:

- 12.1 Comply with all Federal and State of Texas standards, regulations, and laws concerning this type of service, including but not limited to:
 - 12.1.1 Occupational Safety and Health Administration (OSHA) safety guidelines; and City of Austin ordinances and regulations.
- 12.2 Retain sole responsibility for the safety of all personnel.
- 12.3 Ensure all crews are fully and properly equipped to perform services promptly and safely.

13. CITY REQUIREMENTS:

The City will:

- 13.1 Provide a Contract Manager or designee who will schedule the service.
- 13.2 Not be responsible for any lost or damaged equipment left or stored, by the Contractor, on City property.
- 13.3 Provide an on-site contact, with escorted access.



Solicitation PRICE SHEET

SOLICITATION AUTOCLAVE MAINTENANCE SERVICES

PROCUREMENT SPECIALIST Darrell C. Richmond

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

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

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

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

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

CATEGORY 1 - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide annual preventive maintenance for all types of requested services as described in Scope of Work. The prices for these annual preventive maintenance services 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 Category 2 pricing for Labor and Category 3 pricing for Materials.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF ISSUE	EXTENDED PRICE
1.1	Annual Preventative Maintenance Primus Autoclave: freestanding sterilizer with 20"x20"x38" chamber, vertical sliding door and microcomputer controller with digital strip chart printer Manufacturer: Primus Sterilizer Company Model: PSS5-A-MSSD Serial Number: 16053	1	EA	\$4,552.00
1.2	Annual Preventative Maintenance Market Forge Autoclave: freestanding sterilizer, 208V (single-phase) 12 kW Manufacturer: Market Forge Model: STM-EL Serial Number: 9/84	1	EA	\$938.00
1.3	Annual Preventative Maintenance Consolidated Autoclave: Consolidated Steam Sterilizer with a 20"x20"x38" chamber, vertical sliding door, and a microcomputer control panel w/ message center/data logger/documentation printer Manufacturer: Consolidated Sterilizer Systems Model: 3AV ADV-Plus Serial Number: 042516	1	EA	\$5,146.00

SUBTOTAL FOR CATEGORY 1 = \$10,636.00

CATEGORY 2 - HOURLY LABOR RATE

Proposer must be able to establish and provide repair services for all types of requested services as described in Scope of Work. The prices for these repair services does not include the annual preventive maintenance services in Category 1. The Material cost will be in Category 3.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for services during normal business hours, defined as Monday through Friday <u>6:00 am - 5:00 pm</u>	10	\$175	\$1,750.00
2.2	Labor rate for services after hours, defined as Monday through Friday <u>5:01 pm - 5:59 am</u> , Saturday and Sunday and City holidays	2	\$350	\$700.00

SUBTOTAL FOR CATEGORY 2 = \$2,450.00



Solicitation PRICE SHEET

SOLICITATION AUTOCLAVE MAINTENANCE SERVICES

PROCUREMENT SPECIALIST Darrell C. Richmond

CATEGORY 3 - MARKUP TO COSTS FOR MATERIALS

The City estimates an annual spending need of \$2,000 for materials to complete these services.

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

The annual spending need amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the contract Term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL MATERIAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
3.1	Markup to Costs for all related Materials and associated Components (not to exceed 25%)	\$2,000.00	25%	\$2,500.00
SUBTOTAL FOR CATEGORY 3 =				\$2,500.00

TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 = \$15,586.00

CATEGORY 4 - NON-SPECIFIED SERVICES (Pricing for this Category will not be used to determine award.)

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

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
4.1	Preventative Maintenance for additional Primus Autoclave as stated in Category 1: freestanding sterilizer with 20"x20"x38" chamber vertical sliding door and microcomputer controller with digital strip chart printer or Buyer approved equal	EA	\$4,552.00

COMPANY NAME: Christina Fields
EMAIL ADDRESS: christina.fields@washersolutions.com

SINGLE POINT OF CONTACT (SPOC):

Provide a SPOC who will be assigned to this contract. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract, as specified in the scope of work.

Name: **Marcus Fields**
Day time Phone: **585-742-6388**
After Hours Phone: **585-415-0770**
Email: **marcus.fields@washersolutions.com**

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
2. 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.
3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.
6. Contractor agrees that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.
7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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

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

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

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

☒ **YES** ☐ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offeror **IS (YES)** or **IS NOT (NO)** a Non-resident 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.

NY

(State)

☐ **YES** ☒ **NO**

(Check One)

OFFEROR HEREBY CERTIFIES

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.

(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>