



Amendment No. 7
To
Contract No. NA120000101
For
Pest Control Services
Between
Arthur L. Bell DBA K2-A-Bug Professional Pest Control
and the
City of Austin

- 1.0 The City hereby exercises a 60-Day Hold Over on the above referenced contract.
- 2.0 The term for the Hold Over will be August 18, 2018 through October 17, 2018.
- 3.0 The total contract amount is unchanged for the Hold Over period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 – Extension 04/18/2015 – 04/17/2016	\$395,280.00	\$1,225,980.00
Amendment No. 2: Removal of Austin-Bergstrom International Airport (ABIA) from contract 01/11/2016	\$0.00	\$1,225,980.00
Amendment No. 3: Option 2 – Extension 04/18/2016 – 04/17/2017	\$474,336.00	\$1,700,316.00
Amendment No. 4: Addition of Attachment B 06/20/2016	\$0.00	\$1,700,316.00
Amendment No. 5: Option 3 – Extension 04/18/2017 – 04/17/2018	\$569,203.00	\$2,269,519.00
Amendment No. 6: 120-Day Holdover 04/18/2018 – 08/17/2018	\$0.00	\$2,269,519.00
Amendment No. 7: 60-Day Holdover 08/18/2018 – 10/17/2018 Corrective Action: Amd 6 is 120-Day Holdover, not 90-Day Holdover 06/28/2018	\$0.00	\$2,269,519.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

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

Sign/Date:

6-29-18

Printed Name:

Authorized Representative

Arthur L. Bell
DBA K2-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551
barb61345@grandecom.net

Sign/Date:

Cyrenthia Ellis
Procurement Manager

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



Amendment No. 6

Contract No. MA 7400 NA120000101

for

Pest Control Services for Various City Sites

between

Arthur L Bell dba Kil-A-Bug Professional Pest Control

and the

City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

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

- 2.0 The term for the hold over will be April 18, 2018 to August 17, 2018.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

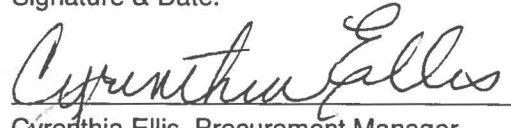
Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 4/18/2012-4/17/2015	\$ 830,700.00	\$ 830,700.00
Amendment No. 1: Option 1 Extension 4/18/2015-4/17/2016	\$ 395,280.00	\$ 1,225,980.00
Amendment No. 2: Removal of Austin- Bergstrom 1/11/2016	\$ 0.00	\$ 1,225,980.00
Amendment No. 4: Addition of Attachment B 46/20/2016	\$ 474,336.00	\$ 1,700,316.00
Amendment No. 5: Option 3 4/18/2017 – 4/17/2018	\$ 569,203.00	\$ 2,269,519.00
Amendment No. 6: 90 Holdover 04/18/2018 – 08/17/2018	\$ 0.00	\$ 2,269,519.00

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:


Cyrenthia Ellis, Procurement Manager
City of Austin Purchasing Office



Amendment No. 5
to
Contract No. NA120000101
for
Pest and Termite Control Services
between
Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 18, 2017 through April 17, 2018. No options will remain.
- 2.0 The total contract amount is increased by \$569,203.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 – Extension 04/18/2015 – 04/17/2016	\$395,280.00	\$1,225,980.00
Amendment No. 2: Removal of Austin-Bergstrom International Airport (ABIA) 01/11/2016	\$0.00	\$1,225,980.00
Amendment No. 3: Option 2 04/18/2016 – 04/17/2017	\$474,336.00	\$1,700,316.00
Amendment No. 4: Addition of Attachment B 06/20/2016	\$0.00	\$1,700,316.00
Amendment No. 5: Option 3 04/18/2017 – 04/17/2018	\$569,203.00	\$2,269,519.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date: 2-6-17

Printed Name: Arthur Bell
Authorized Representative

Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551
barb61345@grandecom.net

Sign/Date: Linell Goodin-Brown
3-31-17

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. NA120000101
for
Pest and Termite Control Services
between
Arthur L. Bell
dba Kil-A-Bug Professional Pest Control
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to add Attachment B, List of Locations, to Section 0500. The Attachment lists those sites that are the responsibility of the City's Building Services Department (BSD).
- 2.0 Effective June 1, 2016 Contractor shall invoice BSD for scheduled services at these sites using the rates and service dates/frequencies shown in Attachment B.
- 3.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 04/18/2015- 04/17/2016	\$395,280.00	\$1,225,980.00
Amendment No. 2: Removal of Austin-Bergstrom International Airport (ABIA) 01/11/2016	\$0.00	\$1,225,980.00
Amendment No. 3: Option 2 04/18/2016- 04/17/2017	\$474,336.00	\$1,700,316.00
Amendment No. 4: Addition of Attachment B 06/20/2016	\$0.00	\$1,700,316.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

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

Signature/Date:

Arthur Bell 7-26-16

Printed Name: Arthur Bell
Authorized Representative

Arthur L. Bell
dba Kill-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551
barb61345@grandecom.net

Signature/Date:

Roger Stricklin 7-26-16

Roger Stricklin
Corporate Contract Administrator
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

LIST OF LOCATIONS
ATTACHMENT B

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	MONTHLY PRICE	SCHEDULED DAY OF SERVICE	PRIMARY CONTACT(S)	PHONE NUMBER
BUILDING SERVICES								
Municipal Building	124 W. 8th	Monthly	63,680	X 12	\$24.00	1st Tuesday	Brenda Loney	(512) 974-3931
Municipal Court	700 E. 7th	Monthly	55,850	X 12	\$20.00	3rd Tuesday	Steve Markham	(512) 974-4821
Building Services Headquarters [ALL BLDGS]**	411 Chicon	Monthly	48,000	X 12	\$18.00	1st Tuesday	Julie Strickland	(512) 974-3980
Technicenter	4201 Ed Bluestein Blvd	Monthly	103,800	X 12	\$34.00	4th Monday	Brenda Loney	(512) 974-3931
PACT - Public Access Cable TV	1143 Northwestern Avenue	Monthly	7,550	X 12	\$4.00	1st Wednesday	Paul Lewis	(512) 974-3415
Parking Enforcement / Construction Inspection**	1111 Rio Grande	Monthly	9,412	X 12	\$4.00	2nd Friday	Steve Grassfield	(512) 974-1489
Urban Transportation	1501 Toomey Road	Monthly	12,956	X 12	\$6.00	2nd Monday	Anthony Hall	(512) 974-4005
Rutherford Lane Campus (RLC) [ALL BLDGS]	1520 Rutherford Lane	Monthly	276,141	X 12	\$40.00	2nd Monday	Jill Cogburn	(512) 974-9046
Public Safety Training Campus (PSTC) [ALL BLDGS]	4800 Shaw Lane	Monthly	113,000	X 12	\$34.00	1st Wednesday	Pat D'Angelo	(512) 974-3962
Arthur B. DeWitty Center	2209 Rosewood Avenue	Monthly	13,814	X 12	\$6.00	1st Monday	John Pence	(512) 236-8225 ext. 112
Austin Animal Center [BLDG A]	7201 Levander Loop	Monthly	43,500	X 12	\$18.00	3rd Wednesday	Joanna Johnson	(512) 978-0534
Townlake Animal Center (TLAC)*	1156 W Cesar Chavez St	Monthly	35,046	X 12	\$12.00	2nd Monday	Joanna Johnson	(512) 978-0534
City Hall*	301 W 2nd St	Monthly	115,000	X 12	\$34.00	3rd Tuesday	Julie Cossette	(512) 974-7937
Hauke House*	403 E 15th St	Monthly	700	X 12	\$2.00	2nd Thursday	Julie Strickland	(512) 974-3980
Connelly-Yerwood House*	1115 E 12th St	Monthly	2,000	X 12	\$2.00	3rd Tuesday	Sandra Harkins	(512) 974-3128
Harold Court Campus - ATD (Signs & Markings) [BLDG D]*	6301 Harold Court	Monthly	300	X 12	\$2.00	1st Tuesday	Steve Guzman	(512) 974-1748
Sign Shop (ATD - Signs & Markings)*	400 Jessie St	Monthly	1,118	X 12	\$2.00	2nd Monday	Guadalupe Alvarado	(512) 974-4095
HEALTH AND HUMAN SERVICES								
Main Contact for HHSD: Filip Gecic (512) 972-5602								
Clarksville Health Center	1000 Toyath	Monthly	3,500	X 12	\$2.00	1st Tuesday	Ryan Chester	(512) 972-5536
Far South Health Center & WIC	405 W. Stassney Lane	Monthly	4,750	X 12	\$2.00	1st Wednesday	Tina Massey	(512) 972-6873
Rebekah Baines Johnson Center (RBJ)	15 Waller St	Monthly	71,093	X 12	\$28.00	3rd Tuesday	Brenda Loney	(512) 974-3931
HHSD Betty Dunkerley Campus [BLDGS B, C, E & H]	7201 Levander Loop	Monthly	32,057	X 12	\$12.00	1st Thursday	Pat D'Angelo	(512) 974-3962
St. John's Neighborhood Annex (A.K. Blackson Clinic Bldg)	928 Blackson	Monthly	4,200	X 12	\$2.00	1st Friday	Mona Allen	(512) 972-5431
Blackland Neighborhood Center	2005 Salina	Monthly	3,447	X 12	\$2.00	1st Monday	Mona Allen	(512) 972-5431
East Austin Neighborhood Center	211 Comal	Monthly	4,304	X 12	\$2.00	1st Monday	Belinda Angoori	(512) 972-6658
Montopolis Neighborhood Center	1416 Montopolis Drive	Monthly	2,840	X 12	\$2.00	2nd Tuesday	Annette Phinney	(512) 972-6859
Rosewood Zaragosa Neighborhood Center	2800 Webberville Rd	Monthly	17,128	X 12	\$6.00	2nd Monday	Lara Candelas	(512) 972-4465
South Austin Neighborhood Center	2508 Durwood	Monthly	16,651	X 12	\$6.00	1st Wednesday	Yvonne Meyer	(512) 972-6860
Day Labor/First Workers*	4916 N IH-35	As Needed	5,315			As Needed	David Barrera	(512) 453-3712
ARR (SOLID WASTE SERVICES)								
ARR MRF/Resource Recovery Center	3810 Todd Lane	Monthly	34,718	X 12	\$12.00	4th Wednesday	Larry Joiner	(512) 974-1995
ARR Kenneth Gardner Service Center	4108 Todd Lane	Monthly	28,450	X 12	\$10.00	4th Thursday	Larry Joiner	(512) 974-1995
ARR Landfill Office	10108 FM 812	Monthly	2,000	X 12	\$2.00	3rd Monday	Larry Joiner	(512) 974-1995
ARR Home Hazardous Waste Office*	2514 Business Center Dr	Monthly	2,700	X 12	\$2.00	4th Wednesday	Larry Joiner	(512) 974-1995

LIST OF LOCATIONS
ATTACHMENT B

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	MONTHLY PRICE	SCHEDULED DAY OF SERVICE	PRIMARY CONTACT(S)	PHONE NUMBER
FLEET DEPARTMENT								
Harold Court Campus - Service Center 1	6301 Harold Court	Monthly	33,500	X 12	\$12.00	1st Tuesday	James Teague	(512) 974-1757
Harold Court Campus - Service Center 11	6301 Harold Court	Monthly	14,000	X 12	\$6.00	1st Tuesday	James Teague	(512) 974-1757
Fleet Administration	1190 Hargrave	Monthly	6,500	X 12	\$4.00	3rd Wednesday	Ricardo Calvino	(512) 974-1741
Service Center 6	1182 Hargraves	Monthly	15,375	X 12	\$6.00	3rd Wednesday	Ricardo Calvino	(512) 974-1741
Service Center 5	714 E. 8th St	Monthly	12,936	X 12	\$6.00	3rd Wednesday	Steven Yost	(512) 974-1717
Kramer Lane Campus - Service Center 13	2412 Kramer Lane	Monthly	4,800	X 12	\$2.00	3rd Wednesday	Jim Forman	(512) 978-2343
St. Elmo Service Center - Service Center 8	4411 Meinardus Drive	Monthly	18,342	X 12	\$6.00	2nd Wednesday	Richard Pitman	(512) 974-2601
Fleet Acquisition / CTM Wireless (Radio Shop)**	6400 Bolm Road (1006 Smith Rd)	Monthly	25,326	X 12	\$10.00	1st Wednesday	Eddie Goebel / Mark Boyds	(512) 978-2639 / (512) 927-3219
WATERSHED PROTECTION & PUBLIC WORKS								
Harold Court Campus - WPD [Bldg H, E & F]	6301 Harold Court	Monthly	6,500	X 12	\$4.00	1st Tuesday	Robyn Peralez	(512) 974-1527
Harold Court Campus - PW**	6301 Harold Court	Monthly	8,600	X 12	\$4.00	1st Tuesday	Brenda Jimenez	(512) 974-7955
St. Elmo Service Center - PW [BLDG A & Service Yard]**	4411 Meinardus Drive	Monthly	14,448	X 12	\$6.00	2nd Wednesday	Brenda Jimenez	(512) 974-7955
Kramer Lane Campus - PW [BLDG B]**	2412 Kramer Lane	Monthly	3,900	X 12	\$2.00	2nd Wednesday	Brenda Jimenez	(512) 974-7955
EMERGENCY MEDICAL SERVICES & AUSTIN FIRE DEPARTMENT								
AFD Arson Investigations	3002 Guadalupe St	Monthly	8,372	X 12	\$4.00	1st Wednesday	Ralph Villela	(512) 974-4144
AFD Wellness & Safety / EMS Clinical Practice**	517 S. Pleasant Valley	Monthly	14,836	X 12	\$6.00	3rd Monday	Ralph Villela	(512) 974-4144
EMS Station 1 - DC4	3616 S. 1st St	Monthly	4,300	X 12	\$2.00	3rd Thursday	Gadiel Arellano	(512) 972-7075
EMS Station 14	7200 Berkman	Monthly	4,166	X 12	\$2.00	3rd Thursday	Gadiel Arellano	(512) 972-7075
EMS Station 17	2307 Foster Ave	Monthly	3,260	X 12	\$2.00	1st Thursday	Gadiel Arellano	(512) 972-7075
EMS Station 28 - DC1	5905 Nuckols Crossing	Monthly	5,000	X 12	\$2.00	1st Wednesday	Gadiel Arellano	(512) 972-7075
EMS Station 32	3621 S. FM 620	Monthly	1,000	X 12	\$2.00	3rd Tuesday	Gadiel Arellano	(512) 972-7075
EMS Station 33 - DC5*	4518 James Wheat St	Monthly	6,200	X 12	\$4.00	3rd Tuesday	Gadiel Arellano	(512) 972-7075
EMS Station 5	5710 N Lamar Blvd	Monthly	3,682	X 12	\$2.00	2nd Monday	Gadiel Arellano	(512) 972-7075
Fire Station 1 / EMS 6**	401 E. 5th Street	Monthly	12,694	X 12	\$6.00	1st Thursday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 10	3009 Windsor Rd	Monthly	1,953	X 12	\$2.00	4th Monday	Ralph Villela	(512) 974-4144
Fire Station 11	1611 Kinney Ave	Monthly	1,993	X 12	\$2.00	4th Tuesday	Ralph Villela	(512) 974-4145
Fire Station 12	2109 Hancock Dr	Monthly	2,038	X 12	\$2.00	2nd Friday	Ralph Villela	(512) 974-4146
Fire Station 14 / Special Ops	4305 Airport Blvd	Monthly	10,500	X 12	\$6.00	4th Tuesday	Ralph Villela	(512) 974-4147
Fire Station 15	829 Airport Blvd	Monthly	4,738	X 12	\$2.00	4th Tuesday	Ralph Villela	(512) 974-4148
Fire Station 16	7000 Reese Ln	Monthly	2,763	X 12	\$2.00	1st Monday	Ralph Villela	(512) 974-4149
Fire Station 17	4128 S. 1st St	Monthly	7,980	X 12	\$4.00	3rd Thursday	Ralph Villela	(512) 974-4150
Fire Station 18	6311 Berkman Dr	Monthly	4,478	X 12	\$2.00	3rd Thursday	Ralph Villela	(512) 974-4151
Fire Station 19 / EMS 8**	5211 Balcones Drive	Monthly	5,362	X 12	\$4.00	4th Monday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 2	506 W. MLK Jr Blvd	Monthly	5,004	X 12	\$4.00	1st Monday	Ralph Villela	(512) 974-4144

LIST OF LOCATIONS
ATTACHMENT B

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	MONTHLY PRICE	SCHEDULED DAY OF SERVICE	PRIMARY CONTACT(S)	PHONE NUMBER
Fire Station 20 / EMS 2**	6601 Manchaca Rd	Monthly	4,600	X 12	\$2.00	4th Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 21	4201 Spicewood Springs Rd	Monthly	4,518	X 12	\$2.00	2nd Monday	Ralph Villela	(512) 974-4144
Fire Station 22 / EMS 12**	5309 E. Riverside Drive	Monthly	4,146	X 12	\$2.00	4th Tuesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 23 / EMS 13**	1330 E Rundberg Lane	Monthly	4,134	X 12	\$2.00	4th Thursday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 24	5811 Nuckles Crossing Rd	Monthly	5,544	X 12	\$4.00	1st Wednesday	Ralph Villela	(512) 974-4144
Fire Station 25 / EMS 10**	5228 Duval Rd	Monthly	5,034	X 12	\$4.00	4th Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 26	6700 Wentworth Rd	Monthly	4,670	X 12	\$2.00	3rd Friday	Ralph Villela	(512) 974-4144
Fire Station 27 / EMS 11**	5401 McCarty Lane	Monthly	4,750	X 12	\$2.00	4th Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 28	2410 W Pammer Ln	Monthly	6,090	X 12	\$4.00	4th Thursday	Ralph Villela	(512) 974-4144
Fire Station 29 / EMS Demand 2	3704 Deer Ln (3659 Davis Ln)	Monthly	6,034	X 12	\$4.00	3rd Tuesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 3	201 W. 30th St	Monthly	5,012	X 12	\$4.00	2nd Friday	Ralph Villela	(512) 974-4144
Fire Station 30 / EMS 18**	1021 W. Braker Lane	Monthly	7,440	X 12	\$4.00	1st Friday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 31	5507 FM 2222	Monthly	6,086	X 12	\$4.00	2nd Monday	Ralph Villela	(512) 974-4144
Fire Station 32	2804 Montebello Rd	Monthly	6,047	X 12	\$4.00	3rd Tuesday	Ralph Villela	(512) 974-4144
Fire Station 33	9409 Bluegrass Dr	Monthly	7,585	X 12	\$4.00	2nd Monday	Ralph Villela	(512) 974-4144
Fire Station 34 / EMS 27**	10041 Lake Creek Pkwy	Monthly	11,400	X 12	\$6.00	1st Friday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 35	5500 Burleson Rd	Monthly	7,500	X 12	\$4.00	3rd Monday	Ralph Villela	(512) 974-4144
Fire Station 36 / EMS 15**	400 Ralph Ablanedo	Monthly	10,002	X 12	\$6.00	4th Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 37	8700 W Hwy 71	Monthly	6,000	X 12	\$4.00	3rd Tuesday	Ralph Villela	(512) 974-4144
Fire Station 38 / EMS 19**	10111 Anderson Mill Rd	Monthly	10,116	X 12	\$6.00	1st Friday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 39 / EMS 16**	7701 River Place Blvd	Monthly	9,832	X 12	\$4.00	1st Friday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 4	1000 Blanco St	Monthly	6,560	X 12	\$4.00	2nd Friday	Ralph Villela	(512) 974-4144
Fire Station 40 / EMS 29**	12711 Harrisglenn	Monthly	9,900	X 12	\$4.00	4th Thursday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 41 / EMS 35**	11205 Harris Branch Pkwy	Monthly	8,610	X 12	\$4.00	4th Thursday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 42 / EMS 30**	2454 Cardinal Loop	Monthly	9,900	X 12	\$4.00	1st Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 43 / EMS 31**	11401 Escarpment	Monthly	9,900	X 12	\$4.00	4th Wednesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 44	11612 Four Iron Dr	Monthly	7,304	X 12	\$4.00	2nd Monday	Ralph Villela	(512) 974-4144
Fire Station 45 / EMS 34 - DC2**	9421 Spectrum Dr	Monthly	9,424	X 12	\$4.00	1st Friday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 46 / WMD Camp 1*	12010 Brodie Ln	Monthly	15,000	X 12	\$6.00	4th Wednesday	Ralph Villela	(512) 974-4144
Fire Station 5 / EMS 4**	1201 Webberville Rd	Monthly	5,579	X 12	\$4.00	1st Monday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 6 / EMS Demand 3**	1705 S. Congress Ave	Monthly	5,981	X 12	\$4.00	4th Tuesday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 7	201 Chicon St	Monthly	9,795	X 12	\$4.00	1st Thursday	Ralph Villela	(512) 974-4144
Fire Station 8 / EMS 7**	8989 Research Blvd	Monthly	8,365	X 12	\$4.00	3rd Thursday	Ralph Villela / Gadiel Arellano	(512) 974-4144 / (512) 972-7075
Fire Station 9	4301 Speedway	Monthly	2,147	X 12	\$2.00	2nd Monday	Ralph Villela	(512) 974-4144
Fire Vehicle Air Shops	2011 E. 51st St	Monthly	18,250	X 12	\$6.00	3rd Friday	Ralph Villela	(512) 974-4144

*new location

**combined locations

\$618.00



Amendment No. 3
to
Contract No. NA120000101
for
Pest and Termite Control Services
between
Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 18, 2016 through April 17, 2017. One option remains.
- 2.0 The total contract amount is increased by \$474,336.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 04/18/2015 – 04/17/2016	\$395,280.00	\$1,225,980.00
Amendment No. 2: Removal of Austin-Bergstrom International Airport (ABIA) 01/11/2016	\$0.00	\$1,225,980.00
Amendment No. 3: Option 2 04/18/2016 – 04/17/2017	\$474,336.00	\$1,700,316.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date: Arthur Bell 4-12-16

Printed Name: Arthur Bell
Authorized Representative

Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551
barb61345@grandecom.net

Sign/Date: Linell Goodin-Brown

Linell Goodin-Brown
Contract Compliance Supervisor

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



RECEIVED

Amendment No. 2 2016 JAN 11 AM 9 17
to
Contract No. NA120000101 PURCHASING OFFICE
for CITY OF AUSTIN, TEXAS
Pest and Termite Control Services
between
Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
and the
City of Austin, Texas

1.0 The City hereby removes Austin-Bergstrom International Airport (ABIA) as an authorized department to the contract listed above.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 04/18/2015 – 04/17/2016	\$395,280.00	\$1,225,980.00
Amendment No.#2: The Removal of Austin-Bergstrom International Airport (ABIA)	\$0.00	\$1,225,980.00

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

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Revised 8/4/2014

Signature & Date:

Arthur Bell 1-11-16

Printed Name: Arthur Bell 1-11-16
Authorized Representative

Arthur W. Bell
Dba Kil-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551

Signature & Date:

Claudia Rodriguez 1/11/16

Claudia Rodriguez, Buyer Senior
City of Austin Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

2nd Approval: 

Date: 1/11/2016



Amendment No. 1
to
Contract No. NA120000101
for
Pest and Termite Control Services
between
Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 18, 2015 through April 17, 2016. Two options remain.
- 2.0 The total contract amount is increased by \$395,280.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/18/2012 – 04/17/2015	\$830,700.00	\$830,700.00
Amendment No. 1: Option 1 04/18/2015 – 04/17/2016	\$395,280.00	\$1,225,980.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date: 3-31-15

Printed Name: Arthur Bell
Authorized Representative

Arthur W. Bell
dba Kil-A-Bug Professional Pest Control
2929 East 12th Street
Austin, Texas 78702-2401
(512) 481-0551

Sign/Date: 4/6/15

Debbie DePaul
Contract Compliance Supervisor

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



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

August 18, 2011

Arthur W. Bell
2929 E 12th St.
Austin, TX 78702-2401
dba: Kil-a-Bug Professional Pest Control
Contact: Arthur Bell

Dear Mr. Bell:

The City of Austin has approved the award and execution of a contract with your company for Pest and Termite Control Services in accordance with solicitation IFBBV PAX0216.

Responsible Department:	Various City Departments
Project Name:	Pest and Termite Control Services
Contractor Name:	Arthur W. Bell
Contract Number:	NA120000101
Contract Period:	04/18/2012- 04/17/2015
Contract Period Amount	\$830,700
Extension Options:	Three 12-month options
Requisition Number:	7400 11111500077
Solicitation Number:	IFBBV PAX0216
Agenda Item Number:	14
Council Approval Date:	04/12/2012

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sai Xoomsai".

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Arthur W. Bell dba. Kil-a-Bug Professional Pest Control ("Contractor")
for
Pest and Termite Control Services
NA120000101**

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

This Contract is between Arthur W. Bell dba. Kil-a-Bug Professional Pest Control having offices at Austin, TX 78702 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0216.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid – Best Value (IFB-BV), PAX0216 including all documents incorporated by reference

1.1.3 Arthur W. Bell dba. Kil-a-Bug Professional Pest Control 's Offer, dated 01/30/2012, including subsequent clarifications

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

1.2.1 This Contract

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

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

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

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$830,700 for the initial Contract term and not to exceed \$395,280 for the first extension option, \$474,336 for the second extension option, and \$569,203 for the third extension option, for a total estimated contract amount not to exceed \$2,269,519. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

CITY OF AUSTIN

Printed Name of
Authorized Person: Sai Xoomsai Purcell

Signature: 

Title: Buyer II

Date 04/18/2012

Printed Name of
Authorized Person: Jeff Dilbert

Signature: 

Title: Corporate Purchasing Manager

Date 4/18/12



**ADDENDUM
INVITATION FOR BID (IFB) - BEST VALUE
PEST AND TERMITE CONTROL SERVICES
CITY OF AUSTIN, TEXAS**

IFB-BV: PAX0216

Addendum No: 3

Date of Addendum: January 20, 2012

This addendum is incorporating the following changes, questions, and answers into the above-referenced Invitation for Bid – Best Value.

- The original Bid Sheet, Section 0600, has been deleted.

A revised version of this document is being published as Section 0600(R2). Bidders should use this version in their bid submission.

- IPM contact under item 18.0 of 0500 has been changed to:

Denise Delaney
Watershed Protection Department
PO Box 1088
Austin, TX 78767-1088
(512) 974-2581
FAX: (512) 974-2846

The Following questions were either submitted in writing, by fax, or at the pre-bid conference by one or more vendors. Each question (Q) is followed by its answer (A).

- 1.0 (Q) Under item 4.0, Pests to be Treated: are carpenter ants, stinging insects, birds, bats, bed bugs, and termites part of the monthly/quarterly treatments?
(A) No. Carpenter ants, stinging insects, birds, bats, bed bugs, and termites are not part of the monthly/quarterly routine services and will only be serviced on an as-needed basis.
- 2.0 (Q) Are rodent stations and flying insect lights considered material/equipment and to be invoiced under section B, materials on the bid sheet?
(A) Yes. Rodent stations and flying insect lights will only be ordered on as-needed basis.
- 3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in cursive script, reading "Sai Xoomsai".

Sai Xoomsai, Buyer I
Purchasing Office

01/20/12
Date

ACKNOWLEDGED BY:

Kil-A-Bug
Vendor Name

Arthur L. Bell
Authorized Signature

1-30-12
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid. Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
INVITATION FOR BID (IFB) - BEST VALUE
PEST AND TERMITE CONTROL SERVICES
CITY OF AUSTIN, TEXAS**

IFB-BV: PAX0216

Addendum No: 2

Date of Addendum: January 11, 2012

This addendum is incorporating the following changes to the above-referenced IFBBV.

The original Bid Sheet, Section 0600, has been deleted.

A revised version of this document is being published as Section 0600(R).
Bidders should use this version in their bid submission.

1.0 Attached Section 0900 – No Goals Form to the solicitation package

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Buyer I
Purchasing Office

01/11/12

Date

ACKNOWLEDGED BY:

Kel-A-Bug
Vendor Name

Arthur L. Bell
Authorized Signature

1-30-12
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM
INVITATION FOR BID (IFB) - BEST VALUE
PEST AND TERMITE CONTROL SERVICES
CITY OF AUSTIN, TEXAS**

IFB-BV: PAX0216

Addendum No: 1

Date of Addendum: January 9, 2012

This addendum is to incorporate the following changes and clarifications into the above-referenced Invitation for Bid – Best Value.

- 1.0 OFFER SHEET – PRE-BID CONFERENCE TIME AND DATE is replaced in its entirety with the following:
PRE-BID CONFERENCE TIME AND DATE: Wednesday 01/18/12, 8:00 a.m. local time
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Handwritten signature of Sai Xoomsai in black ink.

Sai Xoomsai, Buyer I
Purchasing Office

01/09/12
Date

ACKNOWLEDGED BY:

Kil-A-Bug
Vendor Name

Handwritten signature of Arthur L. Bell in black ink.

Authorized Signature

1-30-12
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (BEST VALUE) Offer Sheet

SOLICITATION NO: PAX0216

COMMODITY/SERVICE DESCRIPTION: Pest and Termite Control Services

DATE ISSUED: 01/09/12

REQUISITION NO.: 7400 11111500077

PRE-BID CONFERENCE TIME AND DATE: Wednesday 01/18/12, 8:00 a.m. local time

COMMODITY CODE: 91059

LOCATION: Municipal Building, 124 W 8th Street, Rm 310, Austin, Texas 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: Wednesday 02/01/12, 11:30 a.m. local time

Sai Xoomsai

Buyer I

Phone: (512) 972-4016

sai.xoomsai@austintexas.gov

BID OPENING TIME AND DATE: Wednesday 02/01/12, 11:30 a.m. local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

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

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

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY



Signature of Person Authorized to Sign Offer

ARTHUR BELL - OWNER

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. 

Date: 1 - 30 - 12

Company Name: KIL - A - BUG

Address: 2929 East 12th Street

City, State, Zip Code Austin, Texas 78702

Phone No. (512) 481-0551

Fax No. (512) 481-0554

Email Address: barb61345@grandecom.net

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

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

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

12. INVOICES:

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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

31. INDEMNITY:

A. Definitions:

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

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

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

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- A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **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.
42. **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

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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.

43. **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.
44. **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.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **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.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **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.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

55. EQUAL OPPORTUNITY

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

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2 p.m. on January 25, 2012. Please send questions in writing to Sai Xoomsai by email sai.xoomsai@austintexas.gov.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably

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necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

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

5. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

7. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This

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minimum wage is required for any Contractor employee directly assigned to this City Contract, 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. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees 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.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's 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

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to review employee records identified in paragraph D above to verify compliance with this provision.

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

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

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

9. 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 thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving 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.

10. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period 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 subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

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- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
- (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Consumer Price Index for U.S. City Average (the "Index")) current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have **30-calendar days** to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have **30-calendar days** calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

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1.0 SCOPE AND CLASSIFICATION

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Austin ("City"). It is a goal of the City to implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

It is the City's preference to award a single contract for its pest and termite control services needs; however, the City reserves the right to make multiple awards based on convenience or any criteria deemed by the City to be most advantageous.

The City may elect to allow multiple City departments to utilize the contract. All services shall be rendered at the location specified at the time of order.

2.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide a comprehensive IPM program for the buildings and other areas specified in this specification. The IPM program is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM program should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

Contractor shall:

- 2.1 Furnish material, labor, and equipment required to provide the pest control inspections, termite inspection, and treatment services specified herein
- 2.2 Contractor must provide "food service approved" flying insect light traps for food service areas.
- 2.3 As needed, Contractor shall provide approved bait stations sufficient to meet the needs of the department/facility.
- 2.4 Respond to the department contact within one (1) hour from receipt of request and be onsite within two (2) hours of notification for emergency service.

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- 2.5 Response to call back services for pest infestations between regularly scheduled inspections, Contractor must respond to the departmental contact within twelve (12) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the departmental contact.
- 2.6 Coordinate with each departmental contact or designee to develop a firm schedule for each building. Provide a copy of each department's schedule to the City IPM Coordinator. Each location will be inspected as scheduled for signs of pest infestations in addition to application of pest control measures.
- 2.7 Coordinate with each departmental contact or designee 72 hours prior to or 24 hours after to issue notification to building occupants and employees when a pesticide of "not least-toxic option" is required, following an inspection and after all IPM techniques have been exhausted. "Least-toxic" options are defined as those classified as "low hazard" (Tier III) in the San Francisco Pesticide Hazard Screening List.
- 2.8 Dispose of empty containers, unused chemicals, and supplies per Regulatory Requirements listed below under item 6.0.
- 2.9 Accept notification from the City in the form of emails, facsimile (FAX) or via telephone. Contractor may correspond with the City via the same means.
- 2.10 Provide reports and records per item 7.0 listed below.
- 2.11 Submit detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. Copies of all recommendations must be submitted to the departmental contact and the City IPM Coordinator.
- 2.12 Perform pest treatment and inspection services that include the entire perimeter of the building(s) unless specified by the department contact.
- 2.13 Service must be available 24 hours a day seven days a week including holidays and after hours.

3.0 SERVICE LOCATION(S)

- 3.1 Contractor shall quote separate prices for each building. See Attachment B for locations.
NOTE: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- 3.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.

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- 3.3 The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the bid sheet.

4.0 PESTS TO BE TREATED

- 4.1 The Contractor shall provide the services required to adequately suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include but not be limited to:

- | | |
|---|---|
| • Roaches | • Fleas and Ticks |
| • Ants, including
Carpenter and
Acrobatic | • Scorpions |
| • Silverfish | • Crickets |
| • Water Bugs | • Flying Insects,
including bees, wasps
and hornets |
| • Rodents | • Termites |
| • Spiders | • Crawling insects |
| • Raccoons and
Opossums | • Mites |
| • Birds and Bats | • Bed Bugs |
| • Stinging Insects | • Birds |
| • Other Anthropoid
Insects | |

5.0 CONTRACTOR/EMPLOYEE QUALIFICATIONS AND SPECIAL REQUIREMENTS

- 5.1 Contractor and Contractor's employees applying pesticides shall be licensed by the Texas Structural Pest Control Service.
- 5.2 Contractor is responsible for implementation of the IPM program required by this specification. Contractor is responsible for providing pest control applicators and technicians who have been trained and certified by the Texas Structural Pest Control Service as competent to handle and apply any pesticide products that may be needed to implement the IPM program.
- 5.3 Contractor shall operate, on a full time basis, a pest control business, have a permanent business address, telephone, adequate equipment and materials, and sufficient employees trained and licensed in pesticide application to perform the services specified herein. The City reserves the right to inspect equipment to be used in the performance of this contract. Inspections will be performed by the Department Contact or designee.
- 5.4 Contractor shall provide copies of material safety data sheets (MSDS) to department contacts or designee at each site treated and to the City IPM Coordinator for all materials used.

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- 5.5 Contractor is to have a minimum of five (5) years continuous business operation in the field of pest control. Contractors will have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Service. Contractor shall provide five (5) references (Section 0700, References) of prior contracts of the similar size and scope.
- 5.6 Each employee of the Contractor shall be professionally attired, with complete uniform which identifies both the name of the Contractor and the employee; such uniform shall be worn at all times while servicing City facilities.
- 5.7 Contractor shall attach a copy of company's service warranty with Bid.
- 5.8 Emergency response time will be within 1 hour from time of notification. Contractor must be onsite within 2 hours of notification of emergency service.
- 5.9 Response time for complaints not covered by the routine maintenance agreement will be within 24 hours from time of notification. Initial contact with Departmental Contact must be within 12 hours.
- 5.10 Contractor is responsible for providing service to monitor and adequately suppress pests in all areas and buildings specified herein including but not limited to: all rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, attics and laboratories.
- 5.11 Contractor is also responsible for removing any litter, including dead animals, left as a result of pest elimination. Rat and mouse infestations in the ground adjacent to the building are included. Rodent and other animal traps must be checked twice weekly.
- 5.12 All Contractor employees who will be assigned to this contract must undergo a criminal background check by the Austin Police Department prior to conducting work on City premises.

6.0 REGULATORY REQUIREMENTS

- 6.1 The services to be provided are to comply in every respect with the applicable regulations of the following regulatory agencies:
- U.S. Department of Labor, OSHA Safety and Health Standards
 - U.S. Environmental Protection Agency Standards
 - State of Texas, Structural Pest Control Service Regulations
 - State of Texas Department of Agriculture Regulations
 - City of Austin Pesticide and Hazardous Materials Regulations and Ordinances

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- 6.2 No pesticide products shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

7.0 REPORTS AND RECORDS

- 7.1 After each inspection, call back, or treatment, the Contractor is to furnish the departmental contact and the City IPM Coordinator with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests. If a control measure is applied, the report will contain a brief description and justification of the control measure used.
- 7.2 Logs: Contractor is to post and maintain a service log at each location.
- 7.3 Records: Provide a Pesticide Use Record to the department and to the City IPM Coordinator each month containing the following information:
- Trade and common chemical name of product dispensed
 - Environmental Protection Agency registration number
 - Volume of chemical used in each area treated
 - Specific areas treated
 - Targeted pest
 - Application date
 - Name of applicator

8.0 WORK SCHEDULE

- 8.1 Inspections/treatments are to be coordinated with the Departmental Contact; however, 48 hours advance notice must be posted at each location to be serviced.
- 8.2 Most Building Services sites must be serviced between the hours of 4:00 p.m. and 6:00 p.m. Schedules for all participating departments will be determined in advance as indicated in Paragraph 2.6.
- 8.3 Austin Convention Center Department routine scheduled services must be between the hours of 5 a.m. and 6 a.m, unless prior approval has been issued
- 8.4 Service must be available 24 hours a day seven days a week including holidays and after hours.

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PURCHASE SPECIFICATION
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PEST AND TERMITE CONTROL SERVICES**

9.0 STORAGE AND DISPOSAL

- 9.1 No equipment, supplies, or chemicals are to be stored on the premises.
- 9.2 All unused pest monitoring devices, chemicals, containers or other Contractor items are to be removed from the premises at the end of each service call.

10.0 CHEMICALS/PESTICIDE

- 10.1 If a chemical application becomes necessary, the Contractor must obtain approval for any chemical(s) used other than identified per items 10.2 and 10.3 below.

- 10.2 Chemical insecticides are to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists per attachment A, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The City reserves the right to give final approval on all chemical insecticides used.

- 10.3 Approved pesticides for ACCD:

- Eco-PCO AR-X*
- Advion Ant Gel
- Advion Ant Bait
- Advion Roach Gel
- Dupont Arilon
- Niban Granular*
- Talstar*
- Cy-Kick CS*

**Reflect a "not least-toxic option." Only applied in emergency situations (refer to notifications section) and requires special notification.*

- 10.4 Insecticide bait formulations should be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

11.0 QUANTITY OF CHEMICAL PESTICIDES

- 11.1 The minimum use of chemical pesticides is used and is limited to indoor and outdoor target species.
- 11.2 Non-pesticide methods of control must be used, when possible, as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays

**CITY OF AUSTIN
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PEST AND TERMITE CONTROL SERVICES**

are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.

- 11.3 Pesticides and insecticides applications are restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from Maintenance Manager prior to application. No surface application or space spray may be applied while building occupants or employees are present. All necessary precautions are taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 11.4 The application of pesticides will be on as needed basis. Application of pesticide in any inside or outside area will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by departmental contact on a case-by-case basis. Written approval from Maintenance Manager is required prior to preventive pesticide application.
- 11.5 Rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Maintenance Manager is required prior to interior rodenticide treatment application.

12.0 PESTICIDE USAGE

Pesticides are used in the following manner:

- 12.1 Application of all insecticides is crack and crevice treatment only.
- 12.2 Traps, bait boxes and glue boards are located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items is noted in the Monthly Pest Control Inspection Sheet.
- 12.3 All indoor trapping devices are concealed out of the general public view and in protected areas so as not to be affected by routine cleaning or maintenance.
- 12.4 All rodenticides, regardless of packaging, are placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children, pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.

13.0 SAFETY

**CITY OF AUSTIN
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- 13.1 Contractor shall be responsible for the safe use and application of all control measures used in the IPM program. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

14.0 TREATMENT AND INSPECTION SCHEDULE AND CALL BACKS

- 14.1 Inspection frequency: Inspections shall be done monthly, bi-monthly or quarterly as directed by departmental contact.
- 14.2 Call Back Service: Should a participating facility detect what may be an abnormal amount of pests, the Contractor will, at no additional cost to the City, conduct an onsite inspection and deploy an appropriate control strategy within 24 hours of notification. Contractor will make contact with departmental contact within 12 hours of notification.
- 14.3 One-time call out for specific problem not covered under the contract (examples- remove wasp nests, locate, and remove dead animal): Bidder shall indicate an hourly rate for these services in the appropriate space on the bid sheet.
- 14.4 An emergency condition is considered an immediate infestation of roaches, fruit flies, etc. Under these circumstances only, service provider or Maintenance may use an emergency pesticide application in buildings or on grounds.

Emergency conditions will be handled in the same manner as the policy entails, but with immediate response and an increase in service visits until the situation has been resolved. The pesticides and the guidelines will remain the same.

15.0 APPLICATION

- 15.1 Apply pest control products in accordance with the manufacturer's recommendations.
- 15.2 Provide pest treatment in accordance with normally accepted industry standards for an IPM program.
- 15.3 Apply pest control products in accordance with applicable regulatory standards listed in Paragraph 6.1.

16.0 PRICING

- 16.1 The monthly/bi-monthly/quarterly price given on the bid sheet must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

**CITY OF AUSTIN
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- 16.2 The hourly rate given on the bid sheet for non-contract buildings and special callouts must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

17.0 PAYMENT

- 17.1 Invoices for services provided will be forwarded to each departmental contact at the end of the service month, indicating the following:

- Company name and address for remittance
- Date of invoice
- Date(s) of service
- Identify whether inspection/treatment was made and chemical(s) and identify those Green List or Yellow List chemicals used (see Paragraph 10.1 and 10.2 above).
- Service period
- Facility name and location where service was rendered
- City of Austin's contract number
- Vendor Invoice number
- Total cost for service period

18.0 CONTACT INFORMATION

- City IPM Coordinator:

John Gleason
Watershed Protection and Development Review Department
PO Box 1088
Austin, TX 78767-1088
(512) 974-3543
FAX: (512) 974-2846

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES

<i>INSECTICIDES</i>	<i>DEVICES</i>	<i>TERMITICIDES</i>	<i>HERBICIDES</i>	<i>RODENTICIDE</i>
	PROTECTA LP BAIT BOX γ	TIM BOR γ	#	LIQUID TOX γ
	PROTECTA RTU γ	PREMISE 75 #	#	CONTRAC SUPER SIZE BLOX γ
BIO-PATH BAIT STATIONS γ	PEST-I-FOAM γ	BIO-BLAST γ	Finale	TALON WEATHERBLOK γ
BORID DUST γ	HAV-A-HART CAGES (Squirrel & Raccoon) γ	FIRST LINE TERMITE BAIT STATION γ	20% Vinegar	CONTRAC BLOKS γ
CONQUER EC #	MOUSE SNAP TRAPS γ		912 HERBICIDE # Not used by Service Center IPM Dept.	All of the above are on green list when used in tamper resistant bait stations
DEMAND CS #	GOLDSTICK W/SEX ATTRACTANT γ		AMINE 4 # Not used by Service Center IPM Dept.	
DRAX ANT BAIT GEL γ	CATCHMASTER INSECT MONITOR γ			
GENTROL - POINT SOURCE γ	VICTOR FLYING INSECT TRAP γ			
GENTROL IGR γ	TRAPPER RAT GLUE BOARDS γ			
KICKER γ at less than 5%	EATON'S 4 THE BIRDS γ			
LARVA LUR γ	IPM FOAM γ			
MAXFORCE ANT BAIT GRANULES γ	CATCHMASTER 72MB γ			
MAXFORCE ROACH BAIT STATION-SM γ	RAT SNAP TRAPS γ			
MAXFORCE ANT BAIT STATION γ	HARDWARE CLOTH γ			
MAXFORCE ROACH BAIT GEL γ	BIRD NETTING γ			
NIBAN FG ROACH BAIT γ	BIRD-B-GONE γ			
ORGANIC PLUS γ				

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES

INSECTICIDES	DEVICES	TERMITICIDES	HERBICIDES	RODENTICIDE
LEGEND: γ Green (products with CAUTION labels) # Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective				
OUTSMART γ				
PRECOR 2000 #				
PT-170X CLUDE γ				
PT-230 TRI-DIE #				
PT-240 PERMA DUST γ				
PT-310 AVERT-DUST γ				
PT-320 AVERT-BAIT GEL γ				
PT-370 ASCEND γ				
PT-515 WASP FREEZE #				
PT-565 PYRETHRINS γ				
PT-565 PLUS XLO γ				
ULD BP-100 γ				
ADVANCE ANT GRANULAR BAIT γ				
SIEGE BAIT GEL γ				
TERRO ANT KILLER II γ				
LEGEND: γ Green (products with CAUTION labels) # Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective				

PRICE COMPARISON

				old contract		new contract	
BSD TOTAL				\$	22,056.00	\$	6,348.00
AVIATION TOTAL				\$	22,464.00	\$	5,208.00
PARD TOTAL				\$	20,880.00	\$	3,144.00
DESC	QTY BSD Original*	New QTY (all departments)	Unit	Est QTY	EXT	Est QTY	EXT
TERMITE TREATMENT WITHOUT SLAB DRILLING	15000	5,000	LF	1.50	22,500.00	1.50	7500
TERMITE TREATMENT WITH SLAB DRILLING	2500	2,000	LF	1.80	4,500.00	1.80	3600
HOURLY RATE	100	1,500	HRS	60.00	6,000.00	50.00	75000
Total				98,400.00		89,700.00	
						-8.8%	

**BID SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**

SOLICITATION NO.: IFB-BV PAX0216

BUYER: Sai Xoomsai

Extended Price Calculation:

estimated number of locations x price per visit x estimated quantity = extended price

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid

SECTION A LABOR RATE (60 POINTS)

ITEM NO.	SQUARE FOOT OF FACILITY	FREQUENCY OF TREATMENT	ESTIMATED NUMBER OF LOCATIONS		PRICE PER VISIT		TOTAL ANNUAL VISITS		EXTENDED PRICE
1	0 - 5,000	MONTHLY	65	x	\$2.00	x	12	=	\$1,560.00
2	5,001 - 10,000	MONTHLY	75	x	\$4.00	x	12	=	\$3,600.00
3	10,001 - 20,000	MONTHLY	50	x	\$6.00	x	12	=	\$3,600.00
4	20,001 - 30,000	MONTHLY	10	x	\$10.00	x	12	=	\$1,200.00
5	30,001 - 40,000	MONTHLY	10	x	\$12.00	x	12	=	\$1,440.00
6	40,001 - 50,000	MONTHLY	10	x	\$18.00	x	12	=	\$2,160.00
7	50,001 - 60,000	MONTHLY	10	x	\$20.00	x	12	=	\$2,400.00
8	60,001 - 70,000	MONTHLY	5	x	\$24.00	x	12	=	\$1,440.00
9	70,001 - 90,000	MONTHLY	5	x	\$28.00	x	12	=	\$1,680.00
10	90,001 - 100,000	MONTHLY	10	x	\$32.00	x	12	=	\$3,840.00
11	100,001 - 120,000	MONTHLY	15	x	\$34.00	x	12	=	\$6,120.00
12	120,001 - 140,000	MONTHLY	15	x	\$36.00	x	12	=	\$6,480.00
13	140,001 - 200,000	MONTHLY	15	x	\$38.00	x	12	=	\$6,840.00
14	200,001 - 300,000	MONTHLY	15	x	\$40.00	x	12	=	\$7,200.00
15	403,884	MONTHLY	1	x	\$42.00	x	12	=	\$504.00
16	553,000	MONTHLY	1	x	\$50.00	x	12	=	\$600.00
17	830,000	MONTHLY	1	x	\$75.00	x	12	=	\$900.00
18	0 - 5,000	QUARTERLY	2	x	\$15.00	x	4	=	\$120.00
19	5,001 - 10,000	QUARTERLY	2	x	\$18.00	x	4	=	\$144.00
20	10,001 - 20,000	QUARTERLY	5	x	\$22.00	x	4	=	\$440.00
21	20,001 - 30,000	QUARTERLY	1	x	\$26.00	x	4	=	\$104.00
22	30,001 - 40,000	QUARTERLY	1	x	\$28.00	x	4	=	\$112.00
23	40,001 - 50,000	QUARTERLY	2	x	\$34.00	x	4	=	\$272.00
24	50,001 - 60,000	QUARTERLY	2	x	\$40.00	x	4	=	\$320.00
25	60,001 - 90,000	QUARTERLY	2	x	\$45.00	x	4	=	\$360.00
26	90,001 - 150,000	QUARTERLY	1	x	\$55.00	x	4	=	\$220.00

**BID SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**

SOLICITATION NO.: IFB-BV PAX0216

ITEM NO.	OTHER SERVICES	ESTIMATED QUANTITY	UNIT PRICE	UNIT	EXTENDED PRICE
27	TERMITE TREATMENT WITHOUT SLAB DRILLING	5000	\$1.50	LF	\$7,500.00
28	TERMITE TREATMENT WITH SLAB DRILLING	2000	\$1.80	LF	\$3,600.00
29	TERMITE TREATMENT WITH SLAB DRILLING AND CONCRETE SCANNING	1000	\$1.80	LF	\$1,800.00
30	HOURLY RATE FOR ADDITIONAL SERVICES	1500	\$50.00	HOURS	\$75,000.00
31	LABOR RATE PER HOUR FOR SERVICES AFTER HOURS, WEEKENDS, AND CITY HOLIDAYS	400	\$75.00	HOURS	\$30,000.00
TOTAL					\$117,900.00

SECTION B MATERIALS (10 POINTS)

Bidder must be able to provide all materials and pesticides approved for use at City of Austin facilities.

ITEM NO.	MATERIALS	PERCENTAGE
32	MARK-UP TO COST FOR ALL PEST CONTROL MATERIALS	% 1 Percent

SECTION C OTHER-BEST VALUE QUESTIONS (30 POINTS)

ITEM NO.	OTHER	RESPONSE	VALUE
33	STATE THE DISTANCE OF YOUR FACILITY FROM THE STATE CAPITOL	2.5 MILES	5 POINTS
34	STATE THE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING IPM SERVICES.	20 YEARS	15 POINTS
35	STATE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING PEST MANAGEMENT FOR DINNING/COOKING FACILITIES THAT SERVE 500 OR MORE PEOPLE.	20 YEARS	10 POINTS

COMPANY NAME KIL - A - BUG

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Arthur Bell

PRINTED NAME KIL - A - BUG

EMAIL ADDRESS barb61345@grandecom.net

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Add Reference

Company's Name	<input type="text" value="City of Austin Building Services"/>		
Name of Contact	<input type="text" value="Roger Stricklin"/>	Contact Title	<input type="text" value="Compliance Specialist"/>
Present Address	<input type="text" value="411 Chicon Street"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78702"/>
Telephone Number	<input type="text" value="(512) 974-1727"/>	FAX Number	<input type="text" value="(512) 974-3961"/>
Email Address	<input type="text" value="roger.stricklin@austintexas.gov"/>		

Company's Name	<input type="text" value="City of Austin Energy - Town Lake Center"/>		
Name of Contact	<input type="text" value="Jason Warren"/>	Contact Title	<input type="text" value="Manager"/>
Present Address	<input type="text" value="721 Barton Spring Road"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78749"/>
Telephone Number	<input type="text" value="(512) 322-6496"/>	FAX Number	<input type="text" value="(512) 322-6051"/>
Email Address	<input type="text" value="jason.warren@austinenergy.com"/>		

Company's Name	<input type="text" value="The University of Texas at Austin - Housing & Food Service"/>		
Name of Contact	<input type="text" value="Rick Early"/>	Contact Title	<input type="text" value="Assistant Director of Services"/>
Present Address	<input type="text" value="P. O. Box 7666"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78713"/>
Telephone Number	<input type="text" value="(512) 475-9595"/>	FAX Number	<input type="text" value="(512) 471-9101"/>
Email Address	<input type="text" value="early@austin.utexas.edu"/>		

Company's Name	Georgetown Independent School District		
Name of Contact	David Biesheuvel	Contact Title	IPM Coordinator
Present Address	603 Lakeway Drive		
City	Georgetown	State	Texas Zip Code 78628
Telephone Number	(512) 943-5129	FAX Number	(512) 943-5128
Email Address	biesheuvel@georgetownisd.org		

Company's Name	Austin Community College		
Name of Contact	Donna Caraway	Contact Title	Operations Manager
Present Address	901 Tuscany Way		
City	Austin	State	Texas Zip Code 78754
Telephone Number	(512) 223-1020	FAX Number	(512) 223-1030
Email Address	dcaraway@austincc.edu		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO PAX0216

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. 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 and agrees:

- (B) (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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

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

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

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

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

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

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 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.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, 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 payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30 day of January, 2012.

CONTRACTOR

Arthur L. Bell

Authorized Signature

Arthur L. Bell

Title

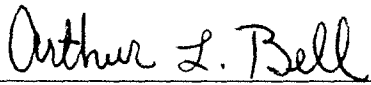
Certified Applicator- Owner

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. PAX0216

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Arthur L. Bell</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Jan 30, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Arthur L. Bell</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Owner</div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. PAX0216
FOR**

Pest and Termite Control Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror 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 Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has 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, the Offeror has 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 Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, 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 the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does 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;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has 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 \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

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

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

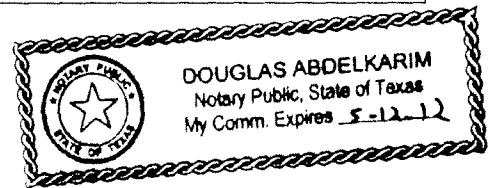
Offeror's
Explanation:

--

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Arthur L. Bell
Printed Name:	Arthur L. Bell
Title:	Owner

Arthur L. Bell
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 31 day of Jan, 2012.

Douglas Abdelkarim
Notary Public

My Commission Expires 5-12-2012

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. PAX0216

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

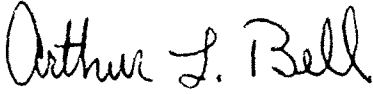
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Thomas D. Swist	Certified Applicator
Add Delete	Jerry Smith	Certified Applicator
Add Delete	Arthur Bell, III	Certified Applicator
Add Delete	Johnnie Lott	Apprentice
Add Delete	Arthur Bell, Jr.	Certified Applicator & Owner

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Arthur L. Bell		
Signature of Officer or Authorized Representative:		Date:	Jan 30, 2012
Printed Name:	Arthur L. Bell		
Title:	Owner		

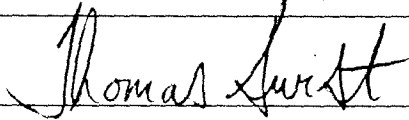
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	
Description of Services:	Pest and Termite Control Services
Contractor Name:	Arthur L. Bell

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Certified Applicator		
Signature of Employee:		Date:	Jan 30, 2012
Employee's Printed Name:	Thomas Swist		


(Witness Signature)

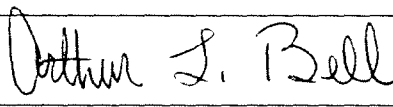

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. PAX0216

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

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

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	Arthur L. Bell		
Signature of Officer or Authorized Representative:		Date:	Jan 30, 2012
Printed Name:	Arthur L. Bell		
Title:	owner		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: PAX0216

PROJECT NAME: Pest and Termite Control Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974 -7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.


KIL - A - BUG

Company Name

ARTHUR BELL - OWNER

Name and Title of Authorized Representative (Print or Type)

Signature


1 -30 - 12
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: PAX0216

PROJECT NAME: Pest and Termite Control Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	KIL - A - BUG		
Address	2929 East 12 th Street		
City, State Zip	Austin, Texas 78702		
Phone	(512) 481-0551	Fax Number	(512) 481-0554
Name of Contact Person			
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

ARTHUR BELL - OWNER

Name and Title of Authorized Representative (Print or Type)

Arthur Bell

1 - 30 - 12

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____

Director/Deputy Director _____ Date _____



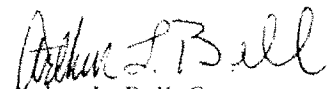
Date: Tuesday February 28, 2012

TO: Sai Xoomsai, Buyer
FROM: Arthur Bell

RE: PRICE INCREASE FOR THE CONVENTION CENTER

On February 27, 2012, Arthur Bell, owner of Kil-a-Bug Pest Control, Convention Center Staff, City Staff and Sai Xoomsai, Buyer, met at the Convention Center to discuss pest control concerns. I express my concerns with the square footage on the bid sheet for the facility. The bid sheet shows the center as having 830,000 square feet which is a substantial difference from the 880,000 square feet provided by the Convention Center Staff. Since there is a discrepancy in the square footage on the bid sheet and the square footage provided by the Convention Center Staff, I am requesting an increase to \$ 180.00 per month for pest control services.

Respectfully Submitted


Arthur L. Bell, Owner

2929 East 12th Street
Austin, Texas – 78702
(512) 481-0551



Date: Tuesday February 28, 2012

TO: Sai Xoomsai, Buyer
FROM: Arthur Bell

RE: PRICE INCREASE FOR THE CONVENTION CENTER

On February 27, 2012, Arthur Bell, owner of Kil-a-Bug Pest Control, Convention Center Staff, City Staff and Sai Xoomsai, Buyer, met at the Convention Center to discuss pest control concerns. I express my concerns with the square footage on the bid sheet for the facility. The bid sheet shows the center as having 830,000 square feet which is a substantial difference from the 880,000 square feet provided by the Convention Center Staff. Since there is a discrepancy in the square footage on the bid sheet and the square footage provided by the Convention Center Staff, I am requesting an increase to \$ 180.00 per month for pest control services.

Respectfully Submitted,


Arthur L. Bell, Owner

2929 East 12th Street
Austin, Texas – 78702
(512) 481-0551



Date: March 5, 2012

TO: Sai Xoomsai, Buyer
FROM: Arthur Bell

SUBJECT: PEST SERVICE CLARIFICATION

Response: Clarification/answer according to the addendum dated January 20, 2012 under item 4.0, Carpenter ants and stinging insect are not part of monthly/quarterly routine services, therefore, scorpions, bees, wasp, hornets and stinging insects and spiders (black widow, brown recluse, etc.) should be removed from the following list of insects to receive monthly services.

Monthly Services: Roaches - Ants(Acrobatic)excluding Carpenter) - Fleas & Ticks -
Silverfish - Water Bugs - Rodents - Raccoons & Opossums - Crickets -
Crawling Insects - Mites - Other Anthropoids Insects

NOT Monthly Services: Spider - Scorpions - Flying Insects, (including bees, wasps, hornets & stinging insects)

Treatment of the following pests **will not be included** on the monthly services, and treatment cost will be based on **line item 30** (hourly rate) listed on the provided bid sheet.

Response: I agree the following pest **will not** be included for monthly services. Treatment cost will be based on line item (30). (**Hourly rate**)

- carpenter Ants
- stinging insects
- birds
- bats
- bed bugs
- termites

Monthly Charge for the Austin Convention Center

Response: I confirm the information below is correct.

- 5th Street Garage (treat admin area only <7,000 sq.ft.) - \$ 4
- 2nd Street Garage treat admin area only <15,000 sq.ft.) - \$ 6
- PEC (<200,000 sq.ft.) - \$ 38
- PEC Garage (treat admin area only <5,000 sq.ft.) - \$ 2
- Task House(<5,000 sq.ft.) - \$ 2
- ACC (880,000 sq.ft.) - \$ 180

Total monthly bill for ACCD - \$ 232

Charges for rodent bait stations and gnat light trap

Monthly charge for the following:

- Rodents bait station – six (6) total (3 at PED, 3 at ACC).

Since checking of all stations are included on the monthly charge, what is the monthly charge for refilling the bait inside?

Response: The monthly charge for refilling the bait inside will be \$30.00 (For all six stations)

- Fly traps – 6 gnat – what type

Please confirm that per SOW, your company has a clear understanding that replacing of glue boards is to be included on monthly charge

Response: I confirm that replacing of glue boards is included in the monthly charge.

Termite Treatment

On the bid sheet it lists \$1.80 per linear foot to slab drill for terminates regardless if concrete scanning is needed or not. What does that price cover? Labor and materials or just labor? Is there a service charge on top of that price? For example if we needed 20 feet worth of termite treatment in a slab that needed to be scanned that's \$36 dollars according to the bid. What costs would be over that amount or would that be it?

Response: Question – What is concrete scanning.

Thank you,

Arthur Bell

Contract Amount Roll Up Sheet

Pest and Termite Control Services

Dept	YEAR 1	YEAR 2	YEAR 3	OPTION 1	OPTION 2	OPTION 3
	BUDGET	BUDGET	BUDGET			
LIBRARY	\$ 20,000.00		\$ -			
CTECC	\$ 2,000.00		\$ -			
APD	\$ 8,000.00		\$ -			
BSD	\$ 100,000.00		\$ -			
AE	\$ 11,000.00		\$ -			
ABIA	\$ 8,000.00		\$ -			
PARD	\$ 25,000.00		\$ -			
ACCD	\$ 15,000.00		\$ -			
Sub-total	\$ 189,000.00		\$ -			
20%	\$ 37,800.00		\$ -			
TOTAL	\$ 226,800.00		\$ -			
Roll-up in Year 2	AWU	\$ 2,340	\$ 2,340			
TOTAL		\$ 2,340	\$ 2,340			
	\$ 226,800	\$ 2,340				
20%		\$ 45,360	\$ 54,900	\$ 65,880.00	\$ 79,056.00	\$ 94,867.20
TOTAL		\$ 274,500	\$ 329,400	\$ 395,280.00	\$ 474,336.00	\$ 569,203.20

	Year 1	Year 2	Year 3
	Year 1	\$	226,800
	Year 2	\$	274,500
	Year 3	\$	329,400
	Total	\$	830,700
	Option 1	\$	395,280.00
	Option 2	\$	474,336.00
	Option 3	\$	569,203.20
	Total Contract Amount	\$	2,269,519.20



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sai Xoomsai, Buyer I
Purchasing Office

DATE: November 17, 2011

SUBJECT: Approval to use Zero Goals for Solicitation No. IFB PAX0215

Project Name: Pest Control

Commodity Code(s): 91059

Estimated Value: \$200,000 Annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X No Goals (Goal of 0%)

This determination is based on the following reason:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4016.

✓ Approval is hereby granted to use the above Goals.

 Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals: % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons:

no subcontracting opportunities were identified

Raymond M. Young, Jr.
Veronica Lara, Director

Date:

November 23, 2011

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: PAX0216

COMMODITY/SERVICE DESCRIPTION: Pest and Termite Control Services

DATE ISSUED: 01/09/12

REQUISITION NO.: 7400 11111500077

PRE-BID CONFERENCE TIME AND DATE: Wednesday 01/18/12, 8:00 a.m. local time

COMMODITY CODE: 91059

LOCATION: Municipal Building, 124 W 8th Street, Rm 310, Austin, Texas 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: Wednesday 02/01/12, 11:30 a.m. local time

Sai Xoomsai

Buyer I

Phone: (512) 972-4016

sai.xoomsai@austintexas.gov

BID OPENING TIME AND DATE: Wednesday 02/01/12, 11:30 a.m. local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

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

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

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
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0600	BID SHEET	2
0700	REFERENCE SHEET	2
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0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
PEST AND TERMITE CONTROL SERVICES**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2 p.m. on January 25, 2012. Please send questions in writing to Sai Xoomsai by email sai.xoomsai@austintexas.gov.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

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

5. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

7. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring

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fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, 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. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees 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.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

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- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's 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 identified in paragraph D above to verify compliance with this provision.

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from

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the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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

9. 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 thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving 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.

10. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 months period 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 subject to the following considerations:

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B. Price Increases

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
- (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have **30-calendar days** to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have **30-calendar days** calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

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1.0 SCOPE AND CLASSIFICATION

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Austin ("City"). It is a goal of the City to implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

It is the City's preference to award a single contract for its pest and termite control services needs; however, the City reserves the right to make multiple awards based on convenience or any criteria deemed by the City to be most advantageous.

The City may elect to allow multiple City departments to utilize the contract. All services shall be rendered at the location specified at the time of order.

2.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide a comprehensive IPM program for the buildings and other areas specified in this specification. The IPM program is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM program should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

Contractor shall:

- 2.1 Furnish material, labor, and equipment required to provide the pest control inspections, termite inspection, and treatment services specified herein
- 2.2 Contractor must provide "food service approved" flying insect light traps for food service areas.
- 2.3 As needed, Contractor shall provide approved bait stations sufficient to meet the needs of the department/facility.
- 2.4 Respond to the department contact within one (1) hour from receipt of request and be onsite within two (2) hours of notification for emergency service.

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- 2.5 Response to call back services for pest infestations between regularly scheduled inspections, Contractor must respond to the departmental contact within twelve (12) hours from receipt of request and perform service within 24 hours of the initial notification or as scheduled by the departmental contact.
- 2.6 Coordinate with each departmental contact or designee to develop a firm schedule for each building. Provide a copy of each department's schedule to the City IPM Coordinator. Each location will be inspected as scheduled for signs of pest infestations in addition to application of pest control measures.
- 2.7 Coordinate with each departmental contact or designee 72 hours prior to or 24 hours after to issue notification to building occupants and employees when a pesticide of "not least-toxic option" is required, following an inspection and after all IPM techniques have been exhausted. "Least-toxic" options are defined as those classified as "low hazard" (Tier III) in the San Francisco Pesticide Hazard Screening List.
- 2.8 Dispose of empty containers, unused chemicals, and supplies per Regulatory Requirements listed below under item 6.0.
- 2.9 Accept notification from the City in the form of emails, facsimile (FAX) or via telephone. Contractor may correspond with the City via the same means.
- 2.10 Provide reports and records per item 7.0 listed below.
- 2.11 Submit detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. Copies of all recommendations must be submitted to the departmental contact and the City IPM Coordinator.
- 2.12 Perform pest treatment and inspection services that include the entire perimeter of the building(s) unless specified by the department contact.
- 2.13 Service must be available 24 hours a day seven days a week including holidays and after hours.

3.0 SERVICE LOCATION(S)

- 3.1 Contractor shall quote separate prices for each building. See Attachment B for locations.
NOTE: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- 3.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.

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- 3.3 The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the bid sheet.

4.0 PESTS TO BE TREATED

- 4.1 The Contractor shall provide the services required to adequately suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include but not be limited to:

- | | |
|---|---|
| • Roaches | • Fleas and Ticks |
| • Ants, including Carpenter and Acrobatic | • Scorpions |
| • Silverfish | • Crickets |
| • Water Bugs | • Flying Insects, including bees, wasps and hornets |
| • Rodents | • Termites |
| • Spiders | • Crawling insects |
| • Raccoons and Opossums | • Mites |
| • Birds and Bats | • Bed Bugs |
| • Stinging Insects | • Birds |
| • Other Anthropoid Insects | |

5.0 CONTRACTOR/EMPLOYEE QUALIFICATIONS AND SPECIAL REQUIREMENTS

- 5.1 Contractor and Contractor's employees applying pesticides shall be licensed by the Texas Structural Pest Control Service.
- 5.2 Contractor is responsible for implementation of the IPM program required by this specification. Contractor is responsible for providing pest control applicators and technicians who have been trained and certified by the Texas Structural Pest Control Service as competent to handle and apply any pesticide products that may be needed to implement the IPM program.
- 5.3 Contractor shall operate, on a full time basis, a pest control business, have a permanent business address, telephone, adequate equipment and materials, and sufficient employees trained and licensed in pesticide application to perform the services specified herein. The City reserves the right to inspect equipment to be used in the performance of this contract. Inspections will be performed by the Department Contact or designee.
- 5.4 Contractor shall provide copies of material safety data sheets (MSDS) to department contacts or designee at each site treated and to the City IPM Coordinator for all materials used.

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- 5.5 Contractor is to have a minimum of five (5) years continuous business operation in the field of pest control. Contractors will have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Service. Contractor shall provide five (5) references (Section 0700, References) of prior contracts of the similar size and scope.
- 5.6 Each employee of the Contractor shall be professionally attired, with complete uniform which identifies both the name of the Contractor and the employee; such uniform shall be worn at all times while servicing City facilities.
- 5.7 Contractor shall attach a copy of company's service warranty with Bid.
- 5.8 Emergency response time will be within 1 hour from time of notification. Contractor must be onsite within 2 hours of notification of emergency service.
- 5.9 Response time for complaints not covered by the routine maintenance agreement will be within 24 hours from time of notification. Initial contact with Departmental Contact must be within 12 hours.
- 5.10 Contractor is responsible for providing service to monitor and adequately suppress pests in all areas and buildings specified herein including but not limited to: all rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, attics and laboratories.
- 5.11 Contractor is also responsible for removing any litter, including dead animals, left as a result of pest elimination. Rat and mouse infestations in the ground adjacent to the building are included. Rodent and other animal traps must be checked twice weekly.
- 5.12 All Contractor employees who will be assigned to this contract must undergo a criminal background check by the Austin Police Department prior to conducting work on City premises.

6.0 REGULATORY REQUIREMENTS

- 6.1 The services to be provided are to comply in every respect with the applicable regulations of the following regulatory agencies:
- U.S. Department of Labor, OSHA Safety and Health Standards
 - U.S. Environmental Protection Agency Standards
 - State of Texas, Structural Pest Control Service Regulations
 - State of Texas Department of Agriculture Regulations
 - City of Austin Pesticide and Hazardous Materials Regulations and Ordinances

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- 6.2 No pesticide products shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

7.0 REPORTS AND RECORDS

- 7.1 After each inspection, call back, or treatment, the Contractor is to furnish the departmental contact and the City IPM Coordinator with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests. If a control measure is applied, the report will contain a brief description and justification of the control measure used.
- 7.2 Logs: Contractor is to post and maintain a service log at each location.
- 7.3 Records: Provide a Pesticide Use Record to the department and to the City IPM Coordinator each month containing the following information:
- Trade and common chemical name of product dispensed
 - Environmental Protection Agency registration number
 - Volume of chemical used in each area treated
 - Specific areas treated
 - Targeted pest
 - Application date
 - Name of applicator

8.0 WORK SCHEDULE

- 8.1 Inspections/treatments are to be coordinated with the Departmental Contact; however, 48 hours advance notice must be posted at each location to be serviced.
- 8.2 Most Building Services sites must be serviced between the hours of 4:00 p.m. and 6:00 p.m. Schedules for all participating departments will be determined in advance as indicated in Paragraph 2.6.
- 8.3 Austin Convention Center Department routine scheduled services must be between the hours of 5 a.m. and 6 a.m, unless prior approval has been issued
- 8.4 Service must be available 24 hours a day seven days a week including holidays and after hours.

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9.0 STORAGE AND DISPOSAL

- 9.1 No equipment, supplies, or chemicals are to be stored on the premises.
- 9.2 All unused pest monitoring devices, chemicals, containers or other Contractor items are to be removed from the premises at the end of each service call.

10.0 CHEMICALS/PESTICIDE

- 10.1 If a chemical application becomes necessary, the Contractor must obtain approval for any chemical(s) used other than identified per items 10.2 and 10.3 below.

- 10.2 Chemical insecticides are to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists per attachment A, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The City reserves the right to give final approval on all chemical insecticides used.

- 10.3 Approved pesticides for ACCD:

- Eco-PCO AR-X*
- Advion Ant Gel
- Advion Ant Bait
- Advion Roach Gel
- Dupont Arilon
- Niban Granular*
- Talstar*
- Cy-Kick CS*

**Reflect a "not least-toxic option." Only applied in emergency situations (refer to notifications section) and requires special notification.*

- 10.4 Insecticide bait formulations should be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

11.0 QUANTITY OF CHEMICAL PESTICIDES

- 11.1 The minimum use of chemical pesticides is used and is limited to indoor and outdoor target species.
- 11.2 Non-pesticide methods of control must be used, when possible, as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays

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are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.

- 11.3 Pesticides and insecticides applications are restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from Maintenance Manager prior to application. No surface application or space spray may be applied while building occupants or employees are present. All necessary precautions are taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 11.4 The application of pesticides will be on as needed basis. Application of pesticide in any inside or outside area will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by departmental contact on a case-by-case basis. Written approval from Maintenance Manager is required prior to preventive pesticide application.
- 11.5 Rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Maintenance Manager is required prior to interior rodenticide treatment application.

12.0 PESTICIDE USAGE

Pesticides are used in the following manner:

- 12.1 Application of all insecticides is crack and crevice treatment only.
- 12.2 Traps, bait boxes and glue boards are located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items is noted in the Monthly Pest Control Inspection Sheet.
- 12.3 All indoor trapping devices are concealed out of the general public view and in protected areas so as not to be affected by routine cleaning or maintenance.
- 12.4 All rodenticides, regardless of packaging, are placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children, pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.

13.0 SAFETY

**CITY OF AUSTIN
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- 13.1 Contractor shall be responsible for the safe use and application of all control measures used in the IPM program. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

14.0 TREATMENT AND INSPECTION SCHEDULE AND CALL BACKS

- 14.1 Inspection frequency: Inspections shall be done monthly, bi-monthly or quarterly as directed by departmental contact.
- 14.2 Call Back Service: Should a participating facility detect what may be an abnormal amount of pests, the Contractor will, at no additional cost to the City, conduct an onsite inspection and deploy an appropriate control strategy within 24 hours of notification. Contractor will make contact with departmental contact within 12 hours of notification.
- 14.3 One-time call out for specific problem not covered under the contract (examples-remove wasp nests, locate, and remove dead animal): Bidder shall indicate an hourly rate for these services in the appropriate space on the bid sheet.
- 14.4 An emergency condition is considered an immediate infestation of roaches, fruit flies, etc. Under these circumstances only, service provider or Maintenance may use an emergency pesticide application in buildings or on grounds.

Emergency conditions will be handled in the same manner as the policy entails, but with immediate response and an increase in service visits until the situation has been resolved. The pesticides and the guidelines will remain the same.

15.0 APPLICATION

- 15.1 Apply pest control products in accordance with the manufacturer's recommendations.
- 15.2 Provide pest treatment in accordance with normally accepted industry standards for an IPM program.
- 15.3 Apply pest control products in accordance with applicable regulatory standards listed in Paragraph 6.1.

16.0 PRICING

- 16.1 The monthly/bi-monthly/quarterly price given on the bid sheet must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

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- 16.2 The hourly rate given on the bid sheet for non-contract buildings and special callouts must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

17.0 PAYMENT

- 17.1 Invoices for services provided will be forwarded to each departmental contact at the end of the service month, indicating the following:

- Company name and address for remittance
- Date of invoice
- Date(s) of service
- Identify whether inspection/treatment was made and chemical(s) and identify those Green List or Yellow List chemicals used (see Paragraph 10.1 and 10.2 above).
- Service period
- Facility name and location where service was rendered
- City of Austin's contract number
- Vendor Invoice number
- Total cost for service period

18.0 CONTACT INFORMATION

- City IPM Coordinator:

John Gleason
Watershed Protection and Development Review Department
PO Box 1088
Austin, TX 78767-1088
(512) 974-3543
FAX: (512) 974-2846

**BID SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**

SOLICITATION NO.: IFB-BV PAX0216

BUYER: Sai Xoomsai

Copies of Bid: Vendor must submit three copies of the signed bid - one original and two copies.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

SECTION A LABOR RATE (60 POINTS)

ITEM NO.	SQUARE FOOT OF FACILITY	FREQUENCY OF TREATMENT	NUMBER OF LOCATIONS	ESTIMATED QUANTITY	PRICE PER VISIT	EXTENDED PRICE
1	0 - 5,000	MONTHLY	65	20	\$	\$
2	5,001 - 10,000	MONTHLY	75	15	\$	\$
3	10,001 - 20,000	MONTHLY	50	15	\$	\$
4	20,001 - 30,000	MONTHLY	10	12	\$	\$
5	30,001 - 40,000	MONTHLY	10	12	\$	\$
6	40,001 - 50,000	MONTHLY	10	12	\$	\$
7	50,001 - 60,000	MONTHLY	10	12	\$	\$
8	60,001 - 70,000	MONTHLY	5	12	\$	\$
9	70,001 - 90,000	MONTHLY	5	12	\$	\$
10	90,001 - 100,000	MONTHLY	10	12	\$	\$
11	100,001 - 120,000	MONTHLY	15	12	\$	\$
12	120,001 - 140,000	MONTHLY	15	12	\$	\$
13	140,001 - 200,000	MONTHLY	15	12	\$	\$
14	200,001 - 300,000	MONTHLY	15	12	\$	\$
15	403,884	MONTHLY	1	12	\$	\$
16	553,000	MONTHLY	1	12	\$	\$
17	830,000	MONTHLY	1	12	\$	\$
18	0 - 5,000	QUARTERLY	2	4	\$	\$
19	5,001 - 10,000	QUARTERLY	2	4	\$	\$
20	10,001 - 20,000	QUARTERLY	5	4	\$	\$
21	20,001 - 30,000	QUARTERLY	1	4	\$	\$

**BID SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**

SOLICITATION NO.: IFB-BV PAX0216

ITEM NO.	OTHER SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
27	TERMITE TREATMENT WITHOUT SLAB DRILLING	5000	LF		
28	TERMITE TREATMENT WITH SLAB DRILLING	2000	LF		
29	TERMITE TREATMENT WITH SLAB DRILLING AND CONCRETE SCANNING	1000	LF		
30	HOURLY RATE FOR ADDITIONAL SERVICES	1000	HOURS		
31	LABOR RATE PER HOUR FOR SERVICES AFTER HOURS, WEEKENDS, AND CITY HOLIDAYS	200	HOURS		
TOTAL					\$

SECTION B MATERIALS (10 POINTS)

Bidder must be able to provide all materials and pesticides approved for use at City of Austin facilities.

ITEM NO.	MATERIALS	PERCENTAGE
32	MARK-UP TO COST FOR ALL PEST CONTROL MATERIALS (EXCEPT RODENT BAIT STATIONS)	% _____

SECTION C OTHER-BEST VALUE QUESTIONS (30 POINTS)

ITEM NO.	OTHER	RESPONSE	VALUE
33	STATE THE DISTANCE OF YOUR FACILITY FROM THE STATE CAPITOL	_____ MILES	5 POINTS
34	STATE THE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING IPM SERVICES.	_____ YEARS	15 POINTS
35	STATE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING PEST MANAGEMENT FOR DINNING/COOKING FACILITIES THAT SERVE 500 OR MORE PEOPLE.	_____ YEARS	10 POINTS

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____