



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)
OFFER SHEET

SOLICITATION NO: IFB-BV PAX0220

DATE ISSUED: 10/12/2015

REQUISITION NO.: 15091400524

COMMODITY CODE: 98836

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

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: 2nd Street Hardscape and Paver Maintenance and Repairs

PRE-BID CONFERENCE TIME AND DATE: 10/21/2015, 9:00 am, local time

LOCATION: City Hall 301 W 2nd St, Austin, TX 78701, Bullpen

BID DUE PRIOR TO: 11/03/2015, 2:00 pm, local time

BID OPENING TIME AND DATE: 11/03/2015, 2:15 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: 11/03/2015, 2:00 pm, local time

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0220	Purchasing Office-Response Enclosed for Solicitation # PAX0220
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPIES OF YOUR RESPONSE
The electronic version must be on flash drive in PDF format.

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	8
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	29
Attachment A	TIF#15 Hardscape Maintenance Sites	1
Attachment B	Equipment List	1
Attachment C	Interlocking Concrete Pavement Institute Technical Specification Standard	32
Attachment D	Pressure Washing Packet	14

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

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

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document

contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages 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 \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) 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 affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

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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 by writing to sai.xoomsai@austintexas.gov no later than eight (8) business days prior to the bid due date.

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

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

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

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

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

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

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
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 (3) 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 necessary to resolicit 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.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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	City of Austin
Department	Economic Development
Attn:	Account Payable
Address	301 W. Second St., 2 nd Floor
City, State Zip Code	Austin, TX 78701-3906

- 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. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

8. LIVING WAGES (applicable to procurements involving the use of labor):

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to

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providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. 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 required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. 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

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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.

11. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Wages and salaries for Private industry workers in All industries and occupations	
Series ID: CIU2020000000000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: na	
Description of Series ID: Employment Cost Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

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- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Fred Evins

fred.evins@austintexas.gov

(512) 974-7131

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work
Solicitation No. IFB-BV PAX0220
Hardscape and Paver Maintenance Services for portions of Reinvestment Zone #15,
encompassing Blocks 2, 3, 4 and 21

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

The City of Austin, Economic Development Department (EDD), hereinafter referred to as “City,” seeks bids in response to this solicitation from qualified hardscape and paver maintenance providers, hereinafter referred to as “Contractor,” to provide cleaning, maintenance, and replacement (as needed) services for sidewalks, pavers, and streetscapes, including benches, bicycle racks, waste bins and other public improvements, hereinafter referred to as “hardscape”, in the Reinvestment Zone #15, Blocks 2, 3, 4 and 21, hereinafter referred to as the “Sites” (See Attachment “A”). All work will be coordinated thru a single point of contact at the City, hereinafter referred to as the “Contract Manager.”

Blocks 2, 3 and 4 are bounded on the north by 2nd Street, on the south by Cesar Chavez Street, on the west by San Antonio Street and on the east by Colorado Street. Block 21 is bounded on the north by 3rd Street, on the south by 2nd Street, on the west by Guadalupe Street and on the east by Lavaca Street. The Block 3 scope of work includes the City Hall sidewalk, plaza, amphitheater, mezzanine, 2nd floor southwest balcony (Mayor’s), 3rd floor southwest balcony (City Manager’s), and parking garage waterfall pool on Parking Level 3. Contractor shall meet all specifications listed herein as minimum requirements and shall submit a firm fixed cost for all services deliverable under the terms of this solicitation.

Contractors and subcontractors shall have a minimum of five (5) years’ experience in performing work of this nature with similarities in scope and size. References will be required.

1.2 Classification

Contractor shall provide professional maintenance services to the City’s hardscape, as per maintenance specifications for the products and materials used, and utilizing the safest possible equipment and techniques in order to minimize the risk of injury to persons and property.

2.0 BACKGROUND

The 2nd Street District is considered one of the City’s premier public-private projects, so quality and timely cleaning, repairs, and maintenance of the Sites is essential. Service in the area is complicated by meeting City standards, subsurface conditions, and coordinating with private owners. Funding for cleaning and maintenance of the Sites is provided by Reinvestment Zone #15, a tax increment financing mechanism. The Successful Bidder (Contractor) will work closely with City Contract Manager to maintain District in coordination with City and partners.

Beginning with community discussions in the late 1980s, the six blocks along 2nd Street that include Austin City Hall were envisioned as the catalyst project to create a vibrant downtown destination where people can live, play, and work. A creative public-private development effort between the City of Austin and six private development entities transformed the seven-acre area from distressed, low-rise commercial buildings and surface parking lots to a walkable, dense district with office, commercial, residential, retail and civic uses. These innovative public-private agreements provided funding for the City Hall, Central Library, three downtown greenspaces, and other public benefits, including affordable housing, public art and opportunities for local business. Throughout the project, sustainability was a priority: Austin City Hall (Block 3) is LEED-Gold certified; W Hotel and Residences (Block 21) is LEED - Silver certified, and AMLI on 2nd (Block 22) was the first residential high-rise to achieve the 4-Star Green Building rating. The District currently appraises for \$543 million and generated \$3.4 million property and sales tax for the City in 2014. It was recognized in 2011 by International Economic Development Council as the best public-private partnership nationally and won the Urban Land Institute’s Austin chapter 2015 Influence Award.

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3.0 PERFORMANCE SPECIFICATIONS

3.1 Contractor shall furnish all materials, labor, equipment and supervision required to maintain the hardscape, streetscape and pavers throughout the term of the contract, in accordance with this specification. Work shall include but shall not be limited to:

- Collecting and removing leaves and weeds, trash and debris from hardscape surfaces, including from inside tree wells and the water feature in the City Hall south plaza, but excluding refuse in trash bins.
- Cleaning pavers, walkways, curbs, gutters, storm drain inlets and parking turnouts (hand sweeping with periodic power washing).
- Cleaning / wiping down benches/chairs (including stone seating on Block 3 and concrete seating on Block 21), bike racks, waste bin exteriors, and other public amenities. Method used for cleaning amenities will make certain of not causing surface damage to amenities.
- Hand cleaning debris and waste from top surfaces of stone benches and boulders and limestone caps on Block 3.
- Cleaning and emptying cigarette urns as needed.
- Replacing benches/chairs and bike racks as directed.
- Cleaning parking garage waterfall pool on the 3rd level on an annual basis.
- Removing advertisement materials, such as playbills, from streetlight poles, traffic signs, streetscape amenities and other devices.
- Removing graffiti after pre-approval from the City contract manager ("Contract Manager").
- Stabilizing and leveling loose or rocking pavers as directed.
- Replacing cracked and/or broken pavers as directed.
- Cleaning or replacing heavily soiled pavers.
- Applying additional sand or designated material in paver joints as necessary.
- Inspect for unclean areas and hardscape damage during the course of regular hardscape maintenance and notify Contract Manager

3.2 Excluded Areas

3.2.1 On Block 3 (City Hall) the Austin Java seating area; the fog misting feature and boulders on the southwest corner of the block (arts in public places designation); and, power washing of the water feature in the south plaza and un-cut faces of stone benches and boulders throughout the block are excluded from the contract power washing and/or hand-cleaning scope. Power washing or aggressive cleaning of the limestone benches will cause excessive and premature flaking of the limestone. Graffiti removal at City Hall is not included in the scope of work, only notification to Contract Manager when graffiti is found.

3.2.2 On Blocks 2 and 4 (Silicon Labs), entry courts facing Cesar Chavez Street are excluded from the contract cleaning scope.

3.2.3 On Block 21 (Stratus), the Trace Restaurant seating area is excluded from the contract power washing and hand-cleaning scope.

3.3 Hardscape maintenance standards

3.3.1 The hardscape shall be maintained in such a manner as to promote an attractive, professional, appearance similar to that of a Class A commercial office complex.

3.3.2 To present a neat condition, the hardscape shall be cleaned and maintained at the frequency indicated below. All work shall be done in the mornings, starting at daybreak and completing before 10:00 a.m., except as noted below or as otherwise negotiated with Block representatives. Contractor shall coordinate the

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performance of the work on Blocks 2 and 4 with the Silicon Labs authorized representative and on Block 21 with Stratus' authorized representative.

- 3.3.2.1 Block 2 and 4 (Silicon Labs) shall be cleaned and maintained daily. Scope of work includes twelve (12) power washings provided annually upon request by Contract Manager.
- 3.3.2.2 Block 3 (City Hall) Streetscape, Plaza, and Mezzanine shall be cleaned and maintained daily. Scope of work includes twenty four (24) semi-monthly power washings of the Streetscape, Plaza and Mezzanine, and twelve (12) monthly power washings of the Mayor's balcony, and City Manager's balcony provided annually, or as designated by Contract Manager. The parking garage waterfall pool on the 3rd level shall be hand-cleaned (no power washing) on an annual basis; remove and reset stones in same configuration. To minimize disturbance to the operation of City Hall, Contractor shall not perform power washings during normal business hours Monday through Friday.
- 3.3.2.3 Block 21 (Stratus) shall be cleaned and maintained daily. Scope of work includes twelve (12) power washings provided annually upon request by Contract Manager.
- 3.3.2.4 Contractor shall schedule power washings within three (3) calendar days of request by Contract Manager.
- 3.3.2.5 Contractor shall submit Service Notice identifying work performed on Block 3, upon completion of work, to Contract Manager
- 3.3.2.6 If power washing causes water or debris to be splashed on building windows, the Contractor shall be responsible for cleaning the 1st floor (lowest) windows from corner to corner up to the affected height, after power washing.
- 3.3.3 Care shall be taken in power washing sidewalk pavers as they are installed in a bed of sand.
- 3.3.4 Contractor shall clean the hardscape using a method that prevents pollution of water resources. Steam cleaning methods that recapture the cleaning solution or other approved methods shall be required. See the Attachment D, Pressure Washing Information Packet for detailed requirements. For additional questions or to report pollution or emergencies, an Environmental Compliance Specialist with the City of Austin Watershed Protection Department can be reached thru the City's 24-Hour Pollution Hotline at 512/974-2550.
- 3.3.5 Contractor shall follow any and all City ordinances relating to water recapture and disposal. Title VI of the City of Austin's water quality code contains specific pollutant discharge prohibitions. Waste water generated from pressure washing activities is one of many discharges prohibited because it contains pollutants such as oil, grime, and dirt removed from a surface that was cleaned.
- 3.3.6 Contractor's manner of work performance shall not damage any existing hardscape finishes, building finishes, furniture finishes or landscaping. Prudent protection measures shall be taken at all times. When in doubt, Contractor shall contact the Contract Manager prior to taking a particular action. Contractor shall be held accountable for damage caused during the performance of work.

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Contractor shall inform the Contract Manager within two (2) hours of any damage. Contractor shall repair or replace damaged items, surfaces or areas, at no expense to the City. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost from payments owed to Contractor.

3.4 Hardscape Maintenance

3.4.1 Contractor shall clean all waste bins, benches, chairs, bike racks and other public amenities. Contractor shall utilize cleaning methods which will not cause damage to original paint/coating of amenities. Soapy water and soft bristle brush recommended.

3.4.2 Contractor shall remove any posters, fliers, playbills or other unauthorized material from street signs, traffic signs, benches or other public amenities.

3.5 Paver Maintenance and Replacement

Pavers shall be replaced or stabilized on an as needed basis. During the course of regular hardscape maintenance, Contractor shall inspect for paver damage, including broken, cracked, misaligned, unlevelled or otherwise loose pavers and shall notify Contract Manager in writing at minimum on monthly basis. Contractor shall discuss and determine course of action with Contract Manager prior to any paver maintenance being performed. Contractor shall schedule repairs or maintenance within five (5) business days of request by Contract Manager. Pavers shall be installed or maintained in a manner which meets the "Interlocking Concrete Pavement Institute (ICPI)" Technical Specification standards (See ICPI Specifications 5, 6 7, and 10 in Attachment C) Pavers being replaced will be of the same make, brand, size and color as originals.

3.5.1 Block 3 pavers are Pavestone Pavers, 24" x 24" x2" square slabs, color: Cast Stone. They shall be maintained and/or replaced in the manner meeting ICPI standards. City will provide the Pavestone pavers for replacement. The Contractor shall be responsible for cutting pavers to fit. Contractor shall not commence any repairs of pavers without prior written approval of Contract Manager.

3.5.2 Block 2, 4, and 21 Pavers are the "Holland Stone Series", Antique Savannah color, 2-3/8" height/thickness. The pavers shall be maintained and/or replaced in the manner described in ICPI Tech Specifications (attached). City will provide the Holland pavers for replacement. Contractor shall not commence any repairs of paver without written prior approval of Contract Manager.

3.5.3 Contractor shall schedule any unforeseen paver replacement or maintenance within five (5) business days of request by Contract Manager.

3.5.4 Contractor's manner of work performance shall not damage any existing pavers or paver finishes, building finishes, landscaping or other plant, property, or equipment. Prudent protection measures shall be taken at all times. When in doubt, Contractor shall contact the Contract Manager prior to taking a particular action. Contractor shall be held accountable for damage caused during the performance of work. Contractor shall inform the Contract Manager of any damage. Contractor shall repair or replace damaged items, surfaces or areas, at no expense to the City. The City may at its sole discretion elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

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3.6 Street Furniture Replacement

3.6.1 As needed and at the request of the City, the Contractor shall remove damaged street furniture and replace with ones provided by City. Utilize existing embedded concrete bases; replace anchors as needed.

3.7 Contractor shall keep the site, walks, driveways and other areas affected by the work free from accumulations of waste, rubbish, litter or disorder. Contractor shall at all times maintain his work area in a neat orderly manner. At the completion of each visit, Contractor shall remove and properly dispose of all waste materials and debris from site. Contractor will be responsible for composting biodegradable waste (including leaves) and will be required to submit a composting plan for the City's review and approval.

3.8 Equipment

3.8.1 All equipment utilized by Contractor in the performance of this Contract shall be maintained in good operating condition at all times. All safety devices required by OSHA guidelines shall be in place and in proper operating condition. Failure to provide suitable equipment for the performance of this contract will be grounds for the City to terminate the contract.

3.8.2 Contractor shall not use gasoline-powered maintenance equipment (e.g. power washers). Contractor shall use alternative fuel (propane, natural gas, and/or bio-diesel), manual, electric, or rechargeable low-emissions maintenance equipment. No gasoline or diesel powered equipment shall be used at any time.

3.9 Safety

3.9.1 Contractor shall adhere to all OSHA, state and local codes, rules and regulations concerning safety.

3.9.2 Contractor shall be responsible for assuring the safety of its employees, City employees and the public during performance of all services under this contract.

3.9.3 Contractor shall make sure that all applicable barriers and warning signs are in place before starting any work.

4.0 CONTRACTOR REQUIREMENTS

4.1 Single Point of Contact (SPOC)

4.1.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in hardscape and paver maintenance and repair services. The SPOC shall serve as the main point of contact for all services. The SPOC shall have full authority for this contract. A space is provided for name, office number, pager and cell phone on the Bid Sheet (Section 0600).

4.1.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for the SPOC.

4.1.3 Supervision: The Contractor shall assign at least one fluent English speaker to each job performed under this contract as a supervisor or team leader.

4.2 All personnel assigned to a City project shall wear a uniform, including safety equipment and company issued photo identification. Uniforms must be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.

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- 4.3 If the bidder plans to subcontract any portion of the work, the requirements in Section 0900 must be followed and submitted with the bid.
- 4.4 Sustainability is a priority of the City. The Contractor shall demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 <http://www.austintexas.gov/edims/document.cfm?id=110795> and #20070215-023 <http://www.austintexas.gov/edims/document.cfm?id=100723> relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.
- 4.4.1 By signing the Contract, the Contractor agrees to conscientiously review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals that are potentially harmful to the community. Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.
- 4.5 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.
- 4.6 Permits: Contractor shall obtain, at Contractor's expense, a Temporary Use of Right-of-Way Permit or other appropriate permits, for all sidewalk, parking space and/or traffic lane closures. Permits may be obtained from the City's Transportation Department, Right of Way Management (ROWMAN) Division. The City's ROWMAN web site is <https://www.austintexas.gov/rowman>. A copy of the permit shall be provided to the Contract Manager prior to beginning work.
- 4.7 Contractor shall provide three (3) references and project locations of work performed on similar size projects with the bid (See Section 0700).
- 4.8 Contractor shall comply with all City Water Use Regulations. Title VI, Chapter 6-4, Article 2 restricts the use of power washers during certain drought stages. This may result in a reduced number of power washings during the time that restrictions are in place.

5.0 CITY REQUIREMENTS

The City, through service outlets located in or about the Silicon Labs (Blocks 2 and 4), City Hall (Block 3), and Stratus (Block 21) shall provide water and electric utility service necessary for Contractor to perform the work as specified herein.

6.0 ACCEPTANCE OF WORK

- 6.1 All work produced under the terms of this Invitation for Bid and any resulting contract shall be in accordance with the specifications detailed in this solicitation.
- 6.2 All work is subject to review and acceptance by the Contract Manager.
- 6.3 If Contractor fails to clean the area at the completion of the work, the City may do so and deduct the cost from any payments owed to Contractor.

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7.0 TERMINATION OF SERVICES

The City reserves the right, at its discretion, to terminate the contract for the following specific contract violations. Any violations omitted from this section but which clearly impair the performance of this contract may also lead to contract termination.

- 7.1 A pattern of consistent failure to maintain and/or replace pavers as described in this specification.
- 7.2 Failure to suspend an employee from work on this contract who has any substantiated complaint involving criminal acts, theft, alcohol or chemical abuse, abusive or threatening language, citizen harassment, or injury to persons or damage to property due to negligence or other inappropriate acts of behavior.
- 7.3 Failure to commence work within five (5) calendar days of contract award.
- 7.4 Failure to maintain all insurance in force throughout the term of the contract including any extension thereto.
- 7.5 Failure of Contractor to perform all work in a professional manner in accordance with industry standards.

8.0 EVALUATION CRITERIA (100 Points)

8.1 Company Experience (25 points)

- a. Personnel Experience and Certifications. Include resumes of owner, staff, and subcontractor(s) with supporting documentation of licenses, certifications, memberships, summary of corporate history, and web address if website is available for review. Documentation should also include length of time in business and years of experience in irrigation, pest management, green roofs, and landscape architecture.
- b. Written description of method for cleaning waste bins, benches, chairs, bike racks and other public amenities and furniture, including Material Safety Data Sheets (MSDS) for all proposed chemicals and cleaning products.

8.2 Sustainability (10 points)

- c. Written description of method for cleaning/power washing hardscape surface
- a. A detailed equipment list, by manufacturer, model number, and fuel type (Attachment B)
- b. Written plan that describes Contractor's sustainability, including composting. The Successful Bidder will demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content.

8.3 Cost (55 points)

Bid Sheet. Lowest evaluated bidder will receive maximum number of points.

8.4 Local Business Presence (10 points)

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The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0