



Solicitation **COVER SHEET**

IDENTIFICATION

Number	IFB 2400 BJT1016
Title	Traffic Signal Cabinets
Summary	The Advanced Transportation Controller Cabinets are intended for traffic control operation but can also be utilized for a variety of other purposes
Type	Invitation for Bid (IFB)
Version (Addenda)	3

AUTHORIZED CONTACT PERSONS

Primary	Bartley Tyler, Procurement Specialist II; (512) 974-2023; bartley.tyler@austintexas.gov
Secondary	Bridney Stewart, Procurement Specialist II; (512) 974-3127; bridney.stewart@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBR@austintexas.gov
Insurance Questions	Human Resources Department, Risk Management; (512) 974-3264; Benny.VandenAvond@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	Thursday, August 13, 2020 at 2:00 p.m. CST
Notes	See Solicitation Instructions, 5 Offer Submission.

BID OPENING

Date and Time	Thursday, August 13, 2020 at 3:00 p.m. CST
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	Tuesday, July 14, 2020 at 4:00 p.m. CST
Submission Method	Email Only

Notes See Solicitation Instructions, 3.2 Questions.

PRE-OFFER CONFERENCE

Conference (Yes/No)	No
Mandatory (Yes/No)	N/A
Date and Time	N/A
Location	N/A
Notes	N/A

PUBLISHED

Date	06/29/2020
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – IFB 2400 BJT1016 Includes the following:</u>		
<u>Cover Sheet</u>	2	07/29/2020
<u>Solicitation Instructions</u>	8	06/29/2020
<u>Contract Terms and Conditions</u>	19	06/29/2020
<u>Scope of Work Version 1</u>	25	07/29/2020
<u>Bidder Questions</u>	11	07/29/2002
<u>Pricing Submittal – IFB 2400 BJT1016 Version 1 – Complete and return</u>	1	07/29/2020
<u>Offer and Certifications – IFB 2400 BJT1016 – Complete and return</u>	15	06/29/2020
<u>Addendum 1 – IFB 2400 BJT1016 – Complete and return</u>	1	07/17/2020
<u>Addendum 2 – IFB 2400 BJT1016 – Complete and return</u>	1	07/29/2020
<u>Addendum 3 – IFB 2400 BJT1016 – Complete and return</u>	1	08/07/2020

NIGP CODES**COMMODITY CODES**

Code	Description
55081	Traffic Controls and Equipment, Electric Parts



Solicitation INSTRUCTIONS

Solicitation No.
IFB 2400 BJT1016

1 INVITATION FOR BIDS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Bids to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Invitation for Bids (“IFB” or “Solicitation”) is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this IFB is the Competitive Sealed Bidding process. This process is procedurally compliant with the competitive bidding processes prescribed by Texas Local Government Code Ch. 252, Ch. 271, as well as Government Code Ch. 2269.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City’s financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation’s Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office’s main line at (512) 974-2500 and request assistance from any member of the Purchasing Office’s management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-Offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer and an Offer and Certifications submittal.
- 4.2 Offer Acceptance Period.** All Offers are valid for a period of one hundred and fifty (150) calendar days subsequent to the IFB closing date.
- 4.3 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Prices and Pricing

Submittal, which shall not be kept confidential, Offerors seeking to keep any other portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Bid contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.

4.5 Cost of Offer Preparation and Participation. Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.

4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program. If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Utilization Plan as approved by the City (the “Plan”).

4.7 Samples – Exact Replica.

4.7.1 The Offeror shall submit an exact replica of the goods to be provided per The Scope of Work. This sample shall be provided within (45) days after request by the City.

4.7.2 Send samples to the City at the following address:

City of Austin	City of Austin
Address	8900 Cameron Road
City, State Zip Code	Austin, TX 78754

4.7.3 All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

4.7.4 Samples must be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

4.7.5 Samples will be evaluated or tested as follows:

4.7.6 The Transportation Department will determine if the traffic signal cabinets meet all the visual and quality specifications standards stated in the scope of work after the sample is received. If the traffic signal cabinets do not meet the specifications the product will be deemed unacceptable and the bid will be disqualified from consideration for award.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

5.1 Electronic Offers. Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror’s must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

5.1.1 Due Date and Time for Electronic Offers. Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

5.1.2 Withdrawing Electronic Offers. Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation’s Due

Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation’s Due Date and Time.

5.1.3 Late Electronic Offers. The Solicitation’s eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation’s Due Date and Time.

5.1.4 Opening Electronic Offers. The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation’s eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

5.2 Hardcopy Offers. Hardcopy Offers (physical documents including paper and flash drives) shall be delivered to the City of Austin’s Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: [Insert Solicitation Number] P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: [Insert Solicitation Number] 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

5.2.1 Due Date and Time for Hardcopy Offers. Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.

5.2.2 Withdrawing Hardcopy Offers. Hardcopy Offers submitted may be withdrawn in writing, in person, or by email at any time prior to the Solicitation’s Due Date and Time. When a Hardcopy Offer is withdrawn, the Purchasing Office will provide the Offeror with a receipt documenting the withdrawal, which must be acknowledged in writing by the Offeror.

5.2.3 Late Hardcopy Offers. All Hardcopy Offers received after the Solicitation’s Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation’s Due Date and Time. Arrival at the City’s mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City’s misdirection or mishandling was the sole or main cause for the Hardcopy Offer’s late receipt at the designated location.

5.2.4 Opening Hardcopy Offers. The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

5.3 Solicitation Openings – Special procedures due to 2020 COVID-19 Pandemic. Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct

this Solicitation opening via live webcast at the following website:
https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare bids based on the prices for individual line items, the prices for categories of line items or the aggregate price bid. The City will choose the basis of competition that best meets the City's needs for the resulting contracts.
- 6.2 Price Evaluation.** Once the City determines the basis of competition, the City will sort the bids from low to high price.
- 6.3 Responsiveness Evaluation.** Once the low bid is identified, the City will evaluate the bid for responsiveness with all Solicitation requirements. A bid is responsive if it complies with all Solicitation Instructions, scope and specifications. If a bid is found to be nonresponsive, the City will set it aside and proceed with evaluating the next lowest bid for responsiveness.
- 6.4 Responsibility Evaluation.** Once the low responsive bid is identified, the City will evaluate the Offeror submitting the low responsive bid for their responsibility. An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. If an Offeror is found to be non-responsible, the City will set their bid aside and proceed with evaluating the responsibility of the Offeror submitting the next low and responsive bid.
- 6.5 Minor Informalities.** In conducting evaluations, the City may waive as an informality, any minor deviations in the Solicitation's contents or in the Offers received, in procedure or in specifications, provided such deviations do not affect the Solicitation's competition.
- 6.6 Local Business Presence.** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important 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.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** The City will award the contract to the responsible Offeror submitting the low responsive bid. If the City receives a Bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the responsible Offerors submitting the next lowest responsive bids.
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the publication of the City's recommendation of award. The recommendation of award will be posted in Austin Finance Online.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others).
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1 Protest regarding the Solicitation (Pre-Bid Protest).** Any protest regarding the Solicitation by the City shall be filed no later than five (5) days before the opening of Bids. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2 Protests regarding the evaluation of Bids.** Any protest regarding the evaluation of Bids by the City shall be filed with the City no later than five (5) days after the opening of Bids, or notification that the protestor's status as a Offeror has changed, such as notification that a Bid has been rejected. Any protest filed after such date which raises issues regarding the evaluation will not be considered.
- 8.4.3 Protest Regarding Award of Contract (Post-Award Protest).** Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Bid" means a complete, properly signed Offer submitted in response to this Solicitation, which if accepted, would bind the Offeror to perform the resultant Contract.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Competitive Sealed Bidding" means the competitive process described within an Invitation for Bids, wherein the City invites Offerors to submit bids to supply the City with the Goods and/or Service describes in the Solicitation document, where the City will award the resulting contract to the responsible Offeror submitting the low responsive bid.

"Invitation for Bids (IFB)" means a complete packet of documents describing the City's competitive sealed bidding process, including but not limited to Solicitation instructions, Standard and Special contract terms and conditions, and the submittals necessary for Offerors to respond to the Solicitation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, an Invitation for Bids.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Price and Pricing Submittal" means a document, submitted by an Offeror in response to this Solicitation, containing unit and extended Bid prices for one or more of the Goods and/or Services identified by in the Prices and Pricing Submittal document.

“Purchasing Office” refers to the Purchasing Office in the Financial Services Department of the City.

“Purchasing Officer” means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

“Responsible Offeror” means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Invitation for Bids or IFB.



City of Austin 352 ATC Stretch and 350 ATC Stretch Cabinet Specification Version 1

1. ATC Cabinet Specifications

- 1.1. This specification describes the Advanced Transportation Controller Cabinet (ATCC) Standard Version 02. The ATCC is part of the ATC suite of standards published by ITE, AASHTO, and NEMA to describe advanced traffic control products. The ATCC is intended for traffic control operation but can be utilized for a variety of other purposes. Compliance shall be required to the latest and final version of the standard, **ATC 5301 v02.02 dated March 18, 2019** which can be downloaded at <https://www.ite.org/pub/?id=461BB8F9-F29A-E085-D891-F9DD14A0AE82>. In the event that there is a conflict between this technical specification and the approved national standard, this specification will prevail. If there is a conflict, the manufacture shall clearly identify the conflict and how their proposed design meets the intent of this technical specification.
- 1.2. This specification describes the rack mount versions of the ATCC. These cabinets include EIA 19" rack(s) to mount the subassemblies.
- 1.3. The cabinet shall include these subassemblies, as a minimum, required for operation: Output Assembly (OA), Input Assembly (IA), Service Assembly (SA), DC Power/Communication Bus, AC Clean Power Bus, Field Input Panel (FIP) and Field Output Panel (FOP).
- 1.4. Where specific Parts and manufacturers are identified, the City reserves the right to accept alternate material deemed equal by the City of Austin

2. ATC Cabinet General Requirements

- 2.1. The cabinet shall adhere to the following requirements:
 - 2.1.1. All doors (front and back) shall incorporate louvered vents for ventilation.
 - 2.1.2. The subassemblies in the cabinet shall be removable with simple hand tools, such as a screwdriver, without removing any other equipment. Other than unplugging cables, no wiring harness shall need to be undone or rerouted.
 - 2.1.3. The cabinet shall be capable of remaining in flashing operation with any of the following subassemblies removed: Input Assembly, Output Assembly, Cabinet Power Supply, and Controller.
 - 2.1.4. Any components over 50 V with exposed terminals shall be covered/enclosed with an 1/8" Lexan cover, or buyer approved equal, protecting from incidental contact per applicable NFPA 70 (NEC) and NFPA 70E standards. All stand-offs shall remain in place when the Lexan covers are removed. The screws holding the Lexan in place shall be knurled type thumb screws, or buyer approved equal, requiring no tools to remove.
 - 2.1.5. All equipment in the cabinet shall be clearly and permanently labeled.

ATC Specifications

- 2.1.6. All marker strips shall be made of material that can be easily written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed.
- 2.1.7. Card guides (top and bottom) shall be provided for the plug-in modules.
- 2.1.8. Each 352 Stretch cabinet assembly shall be delivered with four (4) 3/4" x 16" anchor bolts with nuts and washers required for base mounting.
- 2.1.9. The 350 ATC Stretch cabinet shall be delivered with six (6) 3/4" x 16" anchor bolts with nuts and washers required for base mounting. The cabinet shall be designed to accept two of the six anchor bolts along the center of the front and back of the cabinet.

3. Cabinet Shell

3.1. The housings shall include, but not be limited to, the following:

- Enclosure
- Doors
- Gasketing
- Lift Ears
- Latches, Handles, and Locks
- Ventilation
- Hinges and Door Stops
- Police Panel
- Cage Supports

3.2. Housing Construction

- 3.2.1. The housing shall be rainproof. It shall have vented front and rear doors, each equipped with a lock and handle.
- 3.2.2. The enclosure top shall be crowned to prevent standing water.
- 3.2.3. The cabinets shall be constructed per the nominal dimensions in Table 1 (rounded to the nearest inch):

Table 1 – Cabinet Shell Dimensions

Model Number	Dimensions	Mounting Style
352 ATC Stretch	77" H X 24" W X 30" D	Base
350 ATC Stretch	77" H X 48" W X 30" D	Base

3.3. Material Thickness

- 3.3.1. The enclosure, doors, lift ears, gasket channels, police panel door, spacer supports, and all supports welded to the enclosure and doors shall be fabricated of an aluminum sheet with minimum thickness 0.125 inches.
- 3.3.2. The cabinet filter shell, trough, fan support, and police panel enclosure shall be fabricated from an aluminum sheet with minimum thickness of 0.080 inches.
- 3.3.3. The spacer supports shall have the option to use a stainless-steel sheet with minimum thickness 0.059 inches.

3.4. Welding

- 3.4.1. All exterior seams for enclosure and doors shall be continuously welded and shall be smooth. All edges shall be filled to a radius of 0.03125 inch minimum.

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- 3.4.2. Exterior cabinet welds shall be done by gas Tungsten arc TIG process only. ER5356 aluminum alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum.
- 3.4.3. Internal cabinet welds shall be done by gas metal arc MIG or gas Tungsten arc TIG process.

3.5. Aluminum Surface Finish

- 3.5.1. The cabinet finish shall be a natural bare aluminum finish. The cabinet enclosure shall be rinsed, inside and out, and be free of any welding flash and slag. The exterior of the cabinet shall be coated with a durable, clear, anti-graffiti coating. Sandblasting and priming the outside of the cabinet prior to coating the cabinet with the clear anti-graffiti coating is acceptable.

3.6. Enclosure Door Frames

- 3.6.1. The enclosure door frames shall be double-flanged out on all four sides and shall have strikers to hold tension on, and to form a firm seal between, the door gasketing and the frame.
- 3.6.2. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 inches (+/-0.08 inches).

3.7. Gasketing

- 3.7.1. Gasketing shall be provided on all door openings and shall be dust-tight.
- 3.7.2. Gaskets shall be 0.25 inches minimum thickness closed cell PVC (Gaska Tape V715 series) or buyer approved equal and shall be permanently bonded to the metal. The gasket shall include a polyester film to prevent the gasket from sticking to the cabinet surface.
- 3.7.3. A gasket top and side channels shall be provided to support the top gasket on the doors to prevent gasket gravitational fatigue.

3.8. Lift Ears

- 3.8.1. The housings shall be provided with two (2) lift ears for placing the cabinet on its foundation. The lifting ears on the 352 ATS Stretch shall be made of a minimum 0.125 inches thick aluminum, on the 350 ATC Stretch the lifting ears shall be a minimum 0.1875 inches thick aluminum.
- 3.8.2. Each lift ear shall have an eye opening with a minimum diameter of 0.75 inches.
- 3.8.3. The lift ear mounting bolts shall be stainless steel carriage bolts to prevent tampering from outside the cabinet. Each lift ear shall utilize two (2) carriage bolts to mount to the cabinet.

3.9. Door Latches, Handles, and Locks

3.9.1. Handles

- 3.9.1.1. The latching handles shall have provisions for padlocking in the closed position.
- 3.9.1.2. Each handle shall be 0.75 inches diameter stainless steel with a minimum 0.5 inches shank.
- 3.9.1.3. The padlocking attachment shall be vertically mounted and placed at least 4 inches from the handle shank center to clear the lock and key.

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3.9.2. Door Latch Mechanism

- 3.9.2.1. The latching mechanism shall be a three-point draw roller type.
- 3.9.2.2. The shootbars shall be turned edgewise at the outward supports and have a cross section of 0.25 inches thick by 0.75 inches wide, minimum.
- 3.9.2.3. The shootbars and cam shall be stainless steel construction.
- 3.9.2.4. The doors shall only open when the handles are turned towards the center of the door.
- 3.9.2.5. The door rollers shall be a minimum of 1 inch diameter nylon rollers and steel ball bearings. Each roller assembly shall be a dual roller type, one roller on each side of the Shootbar.

3.9.3. Locks and Handles

- 3.9.3.1. When the door is closed and latched, the door shall be locked.
- 3.9.3.2. The locks and handles shall be on the right side of the front door and left side of the rear door.
- 3.9.3.3. The lock and lock bracket shall be rigidly mounted on the door.

3.9.4. Locks

- 3.9.4.1. The locks shall be a 7-pin Best lock (Model #1C7J1626) of the type currently used in the City of Austin.
- 3.9.4.2. Upon award of the contract, the City of Austin shall supply a key so that the Best core can be pinned to the City of Austin's key.
- 3.9.4.3. The lock cover shall be attached at the top of each lock. The rear door lock shall be inverted from the front door lock to meet this requirement.
- 3.9.4.4. One lock actuation key and one core removal key shall be provided with each cabinet up to a maximum of 25 keys.
- 3.9.4.5. The locks shall have rectangular, spring-loaded bolts. The bolts shall have 0.281 inch throw and shall be 0.75 inches wide by 0.75 inches thick (tolerance is ± 0.035 inches).

3.10. Hinges

- 3.10.1. Stainless steel hinges (two bolts per leaf) shall be provided to bolt the enclosure to the doors.
- 3.10.2. Each door, on the 352 ATC Stretch, and 350 ATC Stretch , shall have four (4) hinges per door.
- 3.10.3. Each hinge shall be 4 inches in length with a fixed pin.
- 3.10.4. The pin ends shall be either staked or welded to the hinge and ground smooth.
- 3.10.5. The pins and bolts shall be covered by the door edge and not accessible when the door is closed.
- 3.10.6. A ground strap between the door and the main cabinet housing shall be required when 120 Vac devices are mounted on the door.

3.11. Door Stops

- 3.11.1. Front and rear doors shall be provided with catches to hold the door open at both 90° and 165° (+/-10°).
- 3.11.2. The catch minimum diameter shall be 0.375 inch zinc plated steel rods.

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- 3.11.3. The catches must be capable of holding the door open at 90 degrees in a 60-mph wind acting at an angle perpendicular to the plane of the door.

3.12. Police Panel

- 3.12.1. A police panel assembly shall be provided to allow limited control access for police functions. **Refer to the ATC 5301 v02.02 standard, Table 26: Definitions of Terms relating to switches in the Police Panel and Figure 19: CC Interface Connection Diagram.**
- 3.12.2. The panel door shall be equipped with a lock and master police key.
- 3.12.3. The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having live voltage are exposed.
- 3.12.4. The panel assembly shall have a drain to prevent water from collecting within the assembly. The drain shall be channeled to the outside.
- 3.12.5. The cabinet shall have one switch provided and labeled "SIGNALS ON / OFF" and one switch provided and labeled "FLASH / AUTO". A MANUAL CONTROL ENABLE ON / OFF switch and a receptacle for the INTERVAL ADVANCE cord shall be provided. A coiled, INTERVAL ADVANCE cord, six feet in length, shall be provided.

3.13. 19" Rack Cage

- 3.13.1. A standard rack cage shall be installed inside the housing for mounting of the controller, cabinet subassemblies, and side panel(s). Type 350 ATC Stretch cabinets shall include (2) of these cages.
- 3.13.2. Each EIA rack portion of the cage shall consist of four continuous, adjustable equipment mounting angles. The mounting angle nominal thickness shall be 11-gauge plated steel. The mounting angles shall be tapped with 10-32 threads with EIA universal spacing. The mounting angle shall comply with standard EIA-310-B and shall be supported at the top and bottom by either welded or bolted support angles to form a cage. The mounting angles shall provide holes to mount the side panels.
- 3.13.3. The cage shall be bolted to the cabinet at four (4) points via the housing cage supports and four (4) points via associated spacer brackets (top and bottom).
- 3.13.4. Cage mounting supports shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment; side cage supports provided for the bracket cage supports; and bracket cage support attachments.
- 3.13.5. Clearance between the rails for mounting assemblies shall be 17.75 inches nominal.

3.14. Housing Ventilation

- 3.14.1. The housing ventilation shall include intake, exhaust, filtration, fans, and thermostat.
- 3.14.2. Each door shall provide a louvered area on the lower half of the door. The louvered area shall be a minimum 11 inches high X 15 inches wide. The louvered vent depth shall be a maximum of 0.25 inches.
- 3.14.3. The louvered area of each door shall be screened with a non-corrosive 30 MESH, Stainless Steel screen material or buyer approved equal to prevent insects and small creatures from entering the cabinet.

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- 3.14.4. A removable and reusable air filter shall be housed behind the door vents.
- 3.14.5. The filter filtration shall cover the vent opening area.
- 3.14.6. A filter shell shall be provided which fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward. The shell sides and top shall be bent over a minimum of 0.25 inches to house the filter.
- 3.14.7. The filter resident in its shell shall be held firmly in place with a bottom trough and spring-loaded upper clamp. No incoming air shall bypass the filter. The bottom filter shall be formed into a waterproof sump with drain holes to the outside housing.
- 3.14.8. The cabinet filter shall be 16 inches wide by 12 inches high by 0.875 inches thick. The filter shall be an ECO-AIR Product E35S or buyer approved equal.

4. ATC Cabinet Subassemblies

4.1. Output Assembly (16-Channel)

- 4.1.1. The Output Assembly shall be a 3U high rack mounted assembly.
- 4.1.2. The Output Assembly shall accommodate eight (8) Model 2202 High-Density Switch Pack / Flasher Units (HDSP/FU), providing a total of 48 output circuits.
- 4.1.3. The Output Assembly shall accommodate one (1) Model 2218 Serial Interface Unit (SIU) to provide interface and control via system SB1/SB2.
- 4.1.4. The Output Assembly shall accommodate one (1) Model 2212 Cabinet Monitor Unit.
- 4.1.5. The Output Assembly design shall incorporate a hinged front panel with the following items: Stop Time Switch, Auto / Flash Switch, four (4) Circuit Breakers and a 24 VDC Bypass Switch. This 24 VDC Bypass switch shall be a momentary push button switch that, when pressed, energizes the 24 VDC to the HDSPs during Flash Mode. The button shall be labeled "24 VDC BYPASS" and shall be located on the front of the Output Assembly. This allows a technician to momentarily apply 24VDC power to the HDSPs while in a Flash condition. The front panel shall be attached with thumb screws to allow access to the wiring.
- 4.1.6. The Output Assembly circuit breakers shall be rated at 5A. The breakers shall be Carling Technologies "B" series or buyer approved equal. Each breaker shall protect (2) HDSPs. The breakers shall be protected by a flip-up cover to protect against accidental activation.
- 4.1.7. The Output Assembly shall utilize four (4) 24-pin connectors, Molex 39-28-8240, to interface the HDSP outputs to the Field Output Panel or buyer approved equal.
- 4.1.8. All exposed AC voltage on the Output Assembly circuit boards shall be protected using a removable 1/8" Lexan cover, or buyer approved equal, mounted on standoffs. All stand-offs shall remain in place when the Lexan covers are removed. The screws holding the Lexan in place shall be captive, knurled type, thumbscrews, or buyer approved equal, requiring no tools to remove.

4.2. Field Output Panel (16-Channel)

- 4.2.1. The 16-Channel Field Output Panel (FOP) shall be coupled with the 16-Channel Output Assembly to provide pluggable connectors for the signal output field terminals, flash programming, and flash transfer relays. Barrier type terminal strips will not be acceptable.

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- 4.2.2. The FOP shall house eight (8) Model 21H High-Density Flash Transfer Relays (HDFTR) or buyer approved equal and eight (16) Flash Program Blocks (FPB). The HDFTRs and FPBs shall be provided to control and select the color (red, yellow, or dark) during flashing operation.
- 4.2.3. HDSP Suppressors shall be provided at the field terminals for the protection of the HDSP. These suppressors shall be HESCO HE103C-9 or buyer approved equal and shall plug in on the back side of the FOP.
- 4.2.4. Each HDFTR position shall be labeled with the number of its associated HDSP (1-16). Each FPB position shall be labeled with the number of its associated channel (1-16).
- 4.2.5. The Field Output Panel shall be provided with sixteen (16) 6-position Phoenix Contact terminal blocks model number 1777765 plugs and Phoenix 1720615 Header sockets or buyer approved equal. Each Field Terminal Block socket shall have silk screen labeling indicating the number of its associated channel (1-16) or buyer approved equal. Additional silk screen labeling shall be provided to clearly indicate which terminals correspond to the red, yellow, and green switch pack outputs.
- 4.2.6. The Field Output Panel shall be mounted across the EIA rails and shall consist of a hinged, swing down design, secured with 2 knurled thumbscrews or buyer approved equivalent function. If applicable, the swing down FOP shall provide access to the HDSP Suppressors and the cabinet wiring/connectors located on the PCB located on the back of the FOP.
- 4.2.7. The Field Output Panel shall utilize eight (8) 12-pin connectors, Molex 39-28-8120, to interface the HDSP outputs to the FOP. The cables shall be long enough to allow the FOP to swing down with no interference.
- 4.2.8. The FOP shall be designed so the swing down panel is tilted back 20 degrees when in the upright secured position to increase visibility from a standing position. The FOP shall be secured with 2 captive, knurled thumbscrews, no tools will be required to swing down the panel.
- 4.2.9. The FOP shall be natural finish aluminum of minimum thickness of 0.080 inches with silk screen identifying all 16 outputs and associated suppressors.
- 4.2.10. All exposed AC voltage on the Output Assembly circuit boards shall be protected using a removable 1/8" Lexan cover, or buyer approved equal, mounted on standoffs. All stand-offs shall remain in place when the Lexan covers are removed. The screws holding the Lexan in place shall be captive, knurled type, thumbscrews, or buyer approved equal, requiring no tools to remove.

4.3. Input Assembly (24-Channel)

- 4.3.1. The Input Assembly shall be a 3U high rack mounted assembly providing twelve (12) slots of 22/44 pin PCB sockets for utilizing input devices such as loop detectors, AC and DC isolators, and EVA modules.
- 4.3.2. The Input Assembly shall accommodate one (1) Model 2218 Serial Interface Unit (SIU) to provide interface and control between the Controller and the input devices via system SB1/SB2.
- 4.3.3. The Input Assembly shall house twelve 2-channel detection modules, six 4-channel detection modules, or a combination of 2 & 4 channel detection modules up to 24 channels.

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- 4.3.4. The Input Assembly shall utilize twelve (12) 10-position Phoenix Contact terminal blocks, model 1757093 plugs and 1755817 sockets for the detector input field terminals.

4.4. Field Input Panel (24-Channel)

- 4.4.1. The 24-Channel Field Input Panel (FIP) shall be an assembly that couples with the 24-Channel Input Assembly. The FIP shall provide a convenient landing point with Phoenix terminals for the field input wires in place of utilizing the pluggable connectors on the back of the input file directly.
- 4.4.2. The FIP shall have positions for landing twenty-four (24) two-wire inputs and their associated earth ground wires. The landing points shall be a 10 position Phoenix Contact # 1755817 Header socket and Phoenix Contact # 1757093 Terminal Block Plug. Barrier type terminal strips will not be acceptable.
- 4.4.3. Each input terminal position shall be labeled with its associated channel number as well as terminals A, B, and ground for each channel.
- 4.4.4. The FIP shall have positions for pluggable 12 Detection Module Suppressors. The Detection Module Suppressors shall be a HESCO HE6LC-6 or buyer approved equal and shall be supplied with each cabinet for all 24 detector channel inputs.
- 4.4.5. The FIP mounting brackets shall attach to the EIA rails. The FIP shall be a hinged, swing down design to provide access to the back of the FIP, PCB assembly mounted on the back side of the FIP. The mounting brackets shall be designed to allow the swing down FIP to be tilted back 20 degrees when in the upright secured position. The swing down FIP shall be secured to the mounting brackets with 2 captive, knurled thumbscrews.
- 4.4.6. The FIP shall interface with the input assembly with the use of 2 ribbon cables connected to the FIP backside PCB. The ribbon cable connectors shall be 26-wire latching, NOVO Series IDC connectors and sockets or buyer approved equal. It shall be possible to replace the FIP panel assembly by simply unplugging the ribbon connectors from the PCB, removing the mounting bracket screws, and unplugging the Phoenix field wire connectors.
- 4.4.7. The FIP shall be natural finish aluminum of minimum thickness of 0.080 inches with silk screen identifying all 24 inputs.
- 4.4.8. The FIP shall be designed so the swing down panel is tilted back 20 degrees when in the upright secured position to increase visibility from a standing position.
- 4.4.9. All exposed AC voltage on the Output Assembly circuit boards shall be protected using a removable 1/8" Lexan cover, or buyer approved equal, mounted on standoffs. All stand-offs shall remain in place when the Lexan covers are removed. The screws holding the Lexan in place shall be knurled type thumb screws, or buyer approved equal, requiring no tools to remove.

4.5. Service Assembly

- 4.5.1. The Service Assembly shall be modular. It shall house: two Model 2202-HV High-Density Switch Pack / Flasher Units (2-HDSP/FU), Pluggable Cabinet Suppressor-Filter, at least four, appropriately sized, HDFU output fuses, at least five, appropriately sized, Circuit Breakers, and a Raw AC utility power input terminal block.
- 4.5.2. The circuit breakers shall be provided for these functions:

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- Main – 30A
 - Clean AC Power – 15A
 - Raw AC Power - 15A
 - Output Assembly – 15A
 - HDFU – 15A
- 4.5.3. The circuit breakers shall be Carling Technologies “B” series or buyer approved equal.
- 4.5.4. The circuit breakers shall be protected by flip-up covers to protect against accidental activation.
- 4.5.5. The HDFU outputs shall be individually fused. The fuses shall be 3A cartridge fuses, size 3AG, fast blow type.
- 4.5.6. The Service Assembly shall be **3U high** and mounted horizontally across the EIA rails.
- 4.6. DC Power/Communication Bus**
- 4.6.1. DC Power/Communication Bus shall include eight DB25 D-sub socket connectors to interconnect the SB1/SB2 communication ports of the assemblies and Controller. It shall include a termination circuit at the end of the connections (S8) to prevent radio frequency signal reflection.
- 4.6.2. DC Power/Communication Bus shall include one Phoenix Contact plug block or buyer approved equal to bring the DC power to the Bus; such power shall be distributed to the ATC Cabinet Assemblies through seven Phoenix Contact receptacle blocks or buyer approved equal. The copper traces for the DC voltages shall support at least 10 Amp.
- 4.6.3. DC Power/Communication Bus shall be mounted across the EIA rails and it shall swing down to provide access to the back of the assemblies mounted on the opposite side. Knurled thumbscrews shall be provided to allow the hinged panel to swing down.
- 4.6.4. The DC Power/Communication Bus shall be natural finish aluminum of minimum thickness of 0.080 inches with silk screen, or buyer approved equal, identifying all connectors.
- 4.7. AC Clean Power Bus**
- 4.7.1. The AC Clean Power Bus shall include eight NEMA 5-15 receptacles, to provide AC Clean Power to the ATC Cabinet Assemblies, the Controller and Cabinet Power Supply.
- 4.7.2. The AC Clean Power Bus shall be a 1U high rack mounted assembly.
- 4.8. Slide-Out Drawer/Shelf**
- 4.8.1. Two (2) telescoping slide out drawers shall be provided for document storage.
- 4.8.2. The Slide-Out Drawer/Shelves shall be mounted across the EIA rails and shall have a non-conductive top, locking provisions when fully extended, and lip or handle for pulling. Specific cabinet layouts are on pages 19 thru 24 of this spec.
- 4.9. Service Panel**
- 4.9.1. A side panel shall be provided and mounted on the 19” rack on the right side when viewing from the rear of the cabinet.
- 4.9.2. The panel shall be natural finish aluminum of minimum thickness of 0.080 inches with silk screen identifying the components.

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- 4.9.3. The panel shall include these items:
- A 13-position minimum neutral bus.
 - A 13-position minimum equipment ground bus.
 - The cabinet main contactor (MC).

5. ATC 5301 v02.02 Standard Cabinet Components

5.1. Model 2202-HV High-Density Switch Pack / Flasher Unit (HDSP-FU)

- 5.1.1. The Model 2202 HDSP-FU shall be per **ATC 5301 v02.02, 6.2 Model 2202 High Density Switch Pack / Flasher Unit (HDSP/FU)** compact, pluggable, modular PCB-based, and equipped with DIN connector.
- 5.1.2. The HDSP-FU shall be compatible with ultra-low power LED signal heads and it shall have a current monitoring feature for each output of each channel.
- 5.1.3. The HDSP-FU shall use real-time standardized high speed SB3 communications with the Cabinet Monitor Unit to send a complete set of RMS voltage and load current measurements.
- 5.1.4. The HDSP-FU shall be 4.5" H x 6.5" D and shall be equipped with a handle, reset push button switch, six RYG LED indicators, four flasher LED indicators, one power LED indicator and two Rx/Tx LED indicators.
- 5.1.5. The HDSP-FU can function as either a switch pack (HDSP) or as a flasher unit (HDFU).
- 5.1.5.1. When installed in the Output Assembly, the High-Density Switch Pack (HDSP) shall provide two RYG channels of operation (6 individual field output circuits).
- 5.1.5.2. When installed in the Service Assembly, the High-Density Flasher Unit (HDFU) shall function as a four-output flasher.

5.2. Model 2212-HV Cabinet Monitor Unit (CMUip)

- 5.2.1. The Cabinet Monitor Unit (CMUip) shall be compact, pluggable and modular.
- 5.2.2. The CMUip shall use real-time standardized 614.4 Kbs SDLC communications with the ATC to transfer command and response data on Serial Bus #1 (SB1).
- 5.2.3. The CMUip shall be capable of monitoring up to 32 physical switch pack channels (RYG) and shall have optional four virtual channels.
- 5.2.4. The CMUip shall be able to be programmed to monitor Flashing Yellow Arrow (FYA) operation on up to eight approaches.
- 5.2.5. The CMUip shall provide a Flasher Alarm feature. This alarm shall not put the cabinet into a Flash condition.
- 5.2.6. The CMUip shall analyze the ATC output commands and field input status to isolate the failure source by channel and color.
- 5.2.7. The CMUip configuration programming shall be provided by an interchangeable Datakey nonvolatile memory device. This rugged key shall store all CMUip configuration parameters and shall eliminate programming using jumpers, diodes, or DIP switches.
- 5.2.8. The CMUip shall maintain a nonvolatile event log recording the complete intersection status as well as time stamped previous fault events, AC Line events, configuration changes, monitor resets, cabinet temperature and true RMS voltages and currents for all field inputs.

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- 5.2.9. The signal sequence history log stored in nonvolatile memory graphically shall display up to 30 seconds of signal status prior to the fault trigger event with 50ms resolution to ease diagnosing of intermittent and transient faults.
- 5.2.10. The **Cabinet Monitor Unit** shall include the ability to perform firmware upgrades.

5.3. Model 2218 Serial Interface Unit (SIU)

- 5.3.1. The ATC Model 2218 Serial Interface Unit (SIU) shall be per standard ATC 5301 v02.02, 6.1 Model 2218 Serial Interface Unit (SIU), compact, pluggable and modular.
- 5.3.2. The SIU shall use real-time standardized 614.4 Kbps SDLC communications with the ATC to transfer command and response data on Serial Bus #1 (SB1).
- 5.3.3. The SIU shall be equipped with 54 programmable input/output pins, four optically isolated input pins, one line-sync reference input pin and 4 address select input pins. The optically isolated inputs shall work with either 12 VAC or 24 VDC.
- 5.3.4. The SIU outputs shall be rated at 150 mA continuous sink current. Each output shall provide a 500mA typical current limit and shall be rated to 50 V and utilize a voltage clamp for inductive transient protection.
- 5.3.5. The SIU shall be equipped with a front panel LED indicator that can report the current SIU assembly address assignment of the SIU for cabinet configuration verification.
- 5.3.6. The SIU shall require a nominal supply voltage of 24 VDC (+/-2 VDC). A voltage of 16 VDC or less shall be considered loss of power and a voltage of 18 VDC or greater shall be considered adequate for operation. The SIU shall not require more than 300 mA over the voltage range of 16 VDC to 30 VDC and the power surge shall be limited to a maximum of 1.25 Amperes from initial application of DC power. The SIU shall not be damaged by insertion to, or removal from, powered input or output assemblies. The SIU shall operate normally for 700 milliseconds after power loss.

5.4. Model 2220 Auxiliary Display Unit (ADU)

- 5.4.1. The ADU shall be per standard **ATC 5301 v02.02, 6.5 Model 2220 Auxiliary Display Unit.**
- 5.4.2. The ADU shall install in a 1U height of the rack space and shall provide a menu driven user interface to the enhanced features of the CMUip monitor including the built-in Diagnostic Wizard.
- 5.4.3. The ADU shall provide 32 channels of Red, Yellow and Green LED indicators that display full intersection status and 32 Blue fault status LED indicators to identify faulty channels.
- 5.4.4. The ADU shall provide proper electrical termination to SB3.
- 5.4.5. The ADU shall have a 4-line X 20-character menu driven liquid crystal display with backlight and heater when applicable.
- 5.4.6. The ADU built-in Diagnostic Wizard shall automatically pinpoint faulty signals, offer trouble-shooting guidance and automatically isolate and identify problems.

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- 5.4.7. The ADU shall be equipped with Event Logging displaying the CMUip time-stamped nonvolatile event log records with the complete intersection status as well as AC Line events, monitor resets, temperature and true RMS voltages and currents.

5.5. Model 2216-2412-HV Cabinet Power Supply (CPS)

- 5.5.1. The Model 2216 Cabinet Power Supply is a modular 19-inch rack mounted power supply device providing the DC voltages necessary for operating the ATC Cabinet. Power Factor Correction shall be provided per standard **ATC 5301 v02.02, 6.4 Cabinet Power Supply**. The CPS shall be a PS2216-2412-HV model providing regulated 24 VDC output and regulated 48 VDC output..
- 5.5.2. The CPS shall be **1U (1.7") in height** maximum and designed to mount into a 19-inch EIA rack. The maximum depth of the PS2216 shall be less than 8.0".
- 5.5.3. The CPS shall be powered from AC Line provided by an AC Line cord with NEMA Type 515 plug. The line input voltage range shall be 90 to 270VAC **per standard 5301 v02.02, 6.4.2 AC Line Input**, 45 to 65 Hz. Power Factor Correction shall be greater than 0.95 per standard 6.4.2 AC Line Input .
- 5.5.4. The PS2216-2412 shall provide:
- 48 VDC +/- 2 VDC at 1 Amp maximum
 - 24 VDC +/- 2 VDC at 4 Amps maximum
- 5.5.5. Each DC output shall be electrically isolated from AC Mains and Earth Ground.
- 5.5.6. The DC Output Ripple on each output shall be less than 500mVpp, per standard 6.4.5 DC Output Ripple, when measured at 20MHz of bandwidth using a 12" twisted pair-wire terminated with a 0.1uf & 47uf capacitor.
- 5.5.7. The DC outputs shall attain regulated output levels within 500 milliseconds of applied AC Line voltage of 110 Vac nominal across the operating temperature range and at rated full load.
- 5.5.8. The DC outputs shall maintain regulated output level for a minimum of 50 milliseconds across the operating temperature range and at rated full load.
- 5.5.9. All indicators shall be clear LEDs. Clear LEDs shall not depend on a reflector or diffusion as part of its design. Clear LEDs shall not appear to be ON when exposed to ambient light. The following indicators shall be provided:
- 5.5.9.1. A green AC Line indicator shall illuminate to indicate Operational input voltage is proper and the AC Line fuse is intact.
 - 5.5.9.2. A green indicator shall illuminate to indicate the 48 VDC output is active and the fuse is intact.
 - 5.5.9.3. A green indicator shall illuminate to indicate the 24 VDC output is active and the fuse is intact.
- 5.5.10. Banana style test jacks shall be provided on the front panel for each DC output and DC ground. Mating banana plug spring width shall be 0.175 inches nominal.
- 5.5.11. The output connector shall be a Phoenix Contact #1825161 and shall mate with a Phoenix Contact #1825352 or buyer approved equal. Pin #1 shall be the right most pin when viewed from the rear of the supply.

Table 2 – Power Supply Connector Pin-Out

ATC Specifications

Pin	Function
1	+48VDC
2	48VDC Ground**
3	+24VDC
5	24 VDC Ground
6	Chassis Ground

- 5.5.12. **Note that the 48 VDC output shall be electrically isolated from the AC Line input and the 24VDC output. The 48VDC Ground (pin #2) must be connected within the cabinet to the same AC Neutral that the Cabinet Monitor Unit (CMU) is connected to in the cabinet.

5.6. Model 21H High-Density Flash Transfer Relay (HDFTR)

- 5.6.1. The HDFTR shall be a Struthers-Dunn model 21XBXHL-48VDC or buyer approved equal.
- 5.6.2. The HDFTR shall have a hermetically sealed cover and shall be moisture proof.
- 5.6.3. The HDFTR shall be filled with dry nitrogen, or buyer approved equal, to protect contacts from corrosion and to prevent condensation.
- 5.6.4. The HDFTR shall have a cupronickel cover that is salt water resistant.
- 5.6.5. The HDFTR contacts shall be rated at 10 Amps @ 120 VAC or buyer approved equal.
- 5.6.6. The coil of the HDFTR shall be rated at 48 VDC.
- 5.6.7. The HDFTR shall have an LED indicator to display contact transfer status.

5.7. Main Contactor (MC)

- 5.7.1. The MC shall be a combination solid-state and electromechanical relay in parallel and shall be rated at 60 Amps @120 VAC and 50 Amps @ 240VAC. The coil of the MC shall be rated at 48 VDC.
- 5.7.2. The MC shall be equipped with input indicator and shall have SPST- N.O. contacts.
- 5.7.3. The MC shall be hermetically sealed.
- 5.7.4. The MC shall be easily accessible without removing any covers or panels.
- 5.7.5. The MC shall be mounted on the service panel providing easy access to the wiring and unobstructed view the LED indicator.
- 5.7.6. An acceptable MC is the Struthers-Dunn 428AXXL-48VDC or buyer approved equal.

5.8. Cabinet Suppressor-Filter

- 5.8.1. The cabinet shall be equipped with a pluggable Cabinet Suppressor-Filter, mounted in the Service Assembly. The pluggable Cabinet Suppressor-Filter shall be an Asco Power SHA-1250, Hesco HE1750, or buyer approved equal.
- 5.8.2. The unit shall incorporate the use of warning and failure indicators and shall have a dry relay contact remote sensing circuit. The unit shall be modular and pluggable with a 12-position Beau 5412 connector or buyer approved equal.
- 5.8.3. The unit shall be rated at continuous service current of 15 Amp and maximum clamp voltage of 390 Vac. The unit shall filter noise and spikes from 10 KHz to 25 MHz and shall have a peak surge current of 48 KA.

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5.9. Detection Module Suppressor

- 5.9.1. The Detection Module Suppressor shall be Hesco model HE6LC-6 or Asco Power model MRA-6LC-6, or buyer approved equal.
- 5.9.2. The Detection Module Suppressor shall be modular and pluggable.
- 5.9.3. The unit shall be epoxy encapsulated and equipped with 6-position 5.08 mm Phoenix Contact, or buyer approved equal, connector.
- 5.9.4. The unit shall be able to protect four (4) circuits.
- 5.9.5. The device operating voltage shall be 75 VAC and clamping voltage shall be 130 VDC.
- 5.9.6. The device dimensions shall be 2 inches high x 0.7 inches wide x 1.2 inches deep.

5.10. HDSP Protector

- 5.10.1. The HDSP Protector shall be modular and pluggable. The unit shall be a Hesco HE103C-9, Asco MPA303-9, or buyer approved equal.
- 5.10.2. The unit shall be epoxy encapsulated and equipped with 9-position 5.08 mm Phoenix Contact connector or approved equal.
- 5.10.3. The unit shall be able to protect 6 circuits.
- 5.10.4. The device operating voltage shall be 120 VAC and clamping voltage shall be 340 VAC.
- 5.10.5. The unit dimensions shall be 2 inches high x 0.7 inches wide x 2 inches deep.

6. Auxiliary Cabinet Equipment

6.1. Ventilation Fan

- 6.1.1. Two thermostatically controlled fans shall be provided to ventilate the cabinet. The 350 ATC Stretch cabinet shall have four fans installed.
- 6.1.2. Each electric fan shall be equipped with ball or roller bearings and shall have a minimum capacity of 100 cubic feet of free air delivery per minute. The fan assembly/blades/hub shall be of all metal construction.
- 6.1.3. The ventilation fans shall be fastened to the cabinet via two thumb screws and shall not be fastened in a manner that requires any tools for removal or installation.
- 6.1.4. The fan shall be protected by a finger guard.
- 6.1.5. Each fan circuit shall be fuse protected at 125% of the fan motor ampacity. Each fan fuse shall be easily accessible from their respective door opening.
- 6.1.6. Fan wire connections shall be insulated slip-on, quick connect type and be connected directly to the fan. Soldered or screw type connections will not be accepted.
- 6.1.7. A Fan Test switch shall be provided. 2 fan test switches shall be provided in the 350 ATC Stretch cabinet.

6.2. Thermostat

- 6.2.1. The fans shall be thermostatically controlled and shall be manually adjustable to turn on between 32°F and 140°F with a differential of not more than 20°F between automatic turn on and off. The manual adjustment shall be graded in 20°F increment scale. The Thermostat shall be an Omega KT01101141900 or buyer approved equal.

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- 6.2.2. The 352 ATC Stretch cabinet shall have one thermostat for the control of the 2 fans and be easily accessible from the rear door.
- 6.2.3. The 350 ATC Stretch cabinet shall have one thermostat for the control of the 2 fans on the left side of the cabinet and one thermostat for the control of the 2 fans on the right side of the cabinet. The two thermostats shall be easily accessible from the rear doors.

6.3. Cabinet Lighting

- 6.3.1. The cabinet shall include two (2) LED light panels to illuminate the interior of the 352 ATC cabinet. The 350 ATC Stretch cabinet shall have four (4) LED assemblies installed.
- 6.3.2. A LED light panel shall be mounted near the ceiling of the cabinet above each door.
- 6.3.3. All LED light panel assemblies associated with each door shall illuminate whenever the door is opened. The 352 ATC Stretch cabinet shall incorporate 2 door switches for cabinet LED light control and the 350 ATC Stretch shall incorporate 4 door switches for cabinet LED light control.
- 6.3.4. Each LED assembly shall provide approximately 1,500 lumens and be fitted with a water tight frosted cover. The LED's shall be rated for a minimum of 90,000 hours of continuous operation at ambient temperatures of -40°F/-40°C to 150°F/65°C.

7. Testing

- 7.1.1. Each cabinet assembly shall be tested as a complete entity under full 16 channel signal load for 72 continuous hours.
- 7.1.2. The cabinet shall be assembled and tested by the manufacturer or authorized local distributor to ensure proper component integration operation.
- 7.1.3. A completed inspection/test form shall be provided with each cabinet. The form will include, but not be limited to, the testing of the Input Channels, Output Channels, CMU Conflict of all Channels, Flash Operation, Police Panel Operation, Fan Controls, and LED Control Switches. Each form will include the **date tests were performed, name of the technician performing the tests**, and Status of each item on the list, include any corrective measures taken for test item to pass.
- 7.1.4. The ATC 5301 v02.02 Standard, section 11, outlines the ENVIRONMENTAL AND TESTING REQUIREMENTS for the ATCC cabinet. Each cabinet shall come with a certification of compliance to each applicable part of this section of the standard.

Component Requirements

Service Assembly Components Requirements

- (1 each) Service Assembly (2-HDSP)
- (2 each) Model 2202-HV HDSP/FU
- (1 each) Cabinet Suppressor-Filter

Input Assembly Components Requirements

- (1 each) Input Assembly (24-Channel)

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(1 each) Model 2218 SIU

(4 each) Isolation Module (EDI Model 242L or buyer approved equal, not defined in ATC Standard)

Field Input Panel Components Requirements

(1 each) EIA Rack Mounted Field Input Panel (24-Channel)

(12 each) Detection Module Suppressor

Output Assembly Components Requirements

16-Channel:

(1 each) Output Assembly (16-Channel)

(8 each) Model 2202-HV HDSP/FU

(1 each) Model 2218 SIU

(1 each) Model 2212-HV, CMUip-HV

Or

32-Channel

(1 each) Output Assembly (32-Channel)

(8 each) Model 2202-HV HDSP/FU

(1 each) Model 2218 SIU

(1 each) Model 2212-HV, CMUip-HV

Field Output Panel Components Requirements

16-Channel Cabinet (X2 for 32-Channel cabinets)

(1 each) Field Output Panel (16-Channel)

(8 each) Model 21H HDFTR

(8 each) HDSP Suppressor

(16 each) Red Flash Program Block

(4 each) Yellow Flash Program Block

(4 each) White Flash Program Block

Cabinet Components Requirements

(1 each) DC Power/Communications Bus

(1 each) AC Clean Power Bus

(1 each) Model 2220 ADU

(1 each) Model 2216-2412 CPS

8. Documentation

The section below identifies the functional needs for operation manuals for the proposed signal cabinets. With City of Austin approval, alternate manuals may be accepted.

- 8.1. Operation Manuals: All equipment provided under this specification shall be provided with operational manuals, which document the operation and maintenance of the equipment. Additionally, the following documentation shall be provided for the various items furnished.

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- 8.2. Three (3) sets of up to date cabinet wiring diagrams shall be furnished on D size sheets. One (1) set of electronic copies of the cabinet drawings shall be furnished to the City in CAD format either on a Flash Drive, compact disk (CD) or downloadable. Blueline copies by themselves are not acceptable.
- 8.3. Five paper manuals shall be supplied under this specification, up to a maximum of 10 manuals under the lifetime of the contract.
- 8.4. The manual shall be bound in durable covers and shall suffer no degradation when subjected to normal cabinet temperature and moisture testing. Schematics, layouts, parts lists and plan details shall be on 11 by 17 inch sheets, sheets shall be neatly folded to 8.5 by 11 inch size. "D" size sheets shall be neatly folded and bound to fit in the 8.5 by 11 inch manuals.
- 8.5. Manual Contents: Each manual shall include but not limited to, the following: General Description, General Characteristics, Installation, Adjustments, Theory of Operation, Systems Description (Including Block Diagram(s), Detailed Circuit Operations Description and Maintenance. Maintenance shall cover Preventative Maintenance, Trouble Analysis, Troubleshooting Sequence Chart, Wave Forms, Voltage Measurements, and Alignment Procedures. If software is furnished under this contract, detailed operating and user's manuals shall be furnished.
- 8.6. Technical Information: Technical information in the form of manufacturer's published data sheets for all medium and large-scale integrated circuits.
- 8.7. Parts List: Parts lists (including circuit and board designation, part type and class, power rating and component manufacturer, and original manufacturer's part number shall be provided.
- 8.8. Electrical Interconnection Drawing: An electrical interconnection drawing shall be furnished.
- 8.9. Schematic and Logic Diagram: Assembly drawings and a pictorial diagram showing physical locations and identification of each component.
- 8.10. Serial and Revision Numbers: The serial numbers and revision numbers of equipment covered by manuals shall be printed on the front cover of the manuals.
- 8.11. Wiring Diagram: A complete and up to date set of cabinet wiring schematics/diagrams for each type of cabinet shall be provided on standard Engineering D size 18-lb paper. The schematic paper shall be able to withstand extreme moisture and heat without detreating or fading.
- 8.12. Manuals: Cabinets, and cabinet components shall be furnished with each sample item. Prior to final printing, three (3) copies of a draft of all manuals shall be submitted to:

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Austin Transportation Dept.
8700 Cameron Rd.
Austin Tx. 78754
Att. Brian Craig

for approval. The City shall have three (3) weeks to review and comment on all manuals.

- 8.12.1. Updated Documentation: Updated documentation shall be provided for any and all design changes or modifications to equipment, circuits, or components supplied to the City of Austin. The City shall be notified, in writing, of any impending changes.
- 8.12.2. Sample Documentation: Five (5) copies of each manual shall be provided with the sample delivery. Five (5) copies of wiring diagrams shall be provided with the sample delivery.

9. Proposed Cabinet Layout Drawing

Below are proposed layouts for the signal cabinets in this specification.

Figure 1 and 2, 352 ATC Stretch Cabinet, 77" H X 24" W X 30" D

Figure 3, 4, and 5, 350 ATC Stretch Cabinet, 77" H X 44"-45" W X 30" D

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Figure 1

352 ATC Stretch - 77" H X 24" W X 30" D

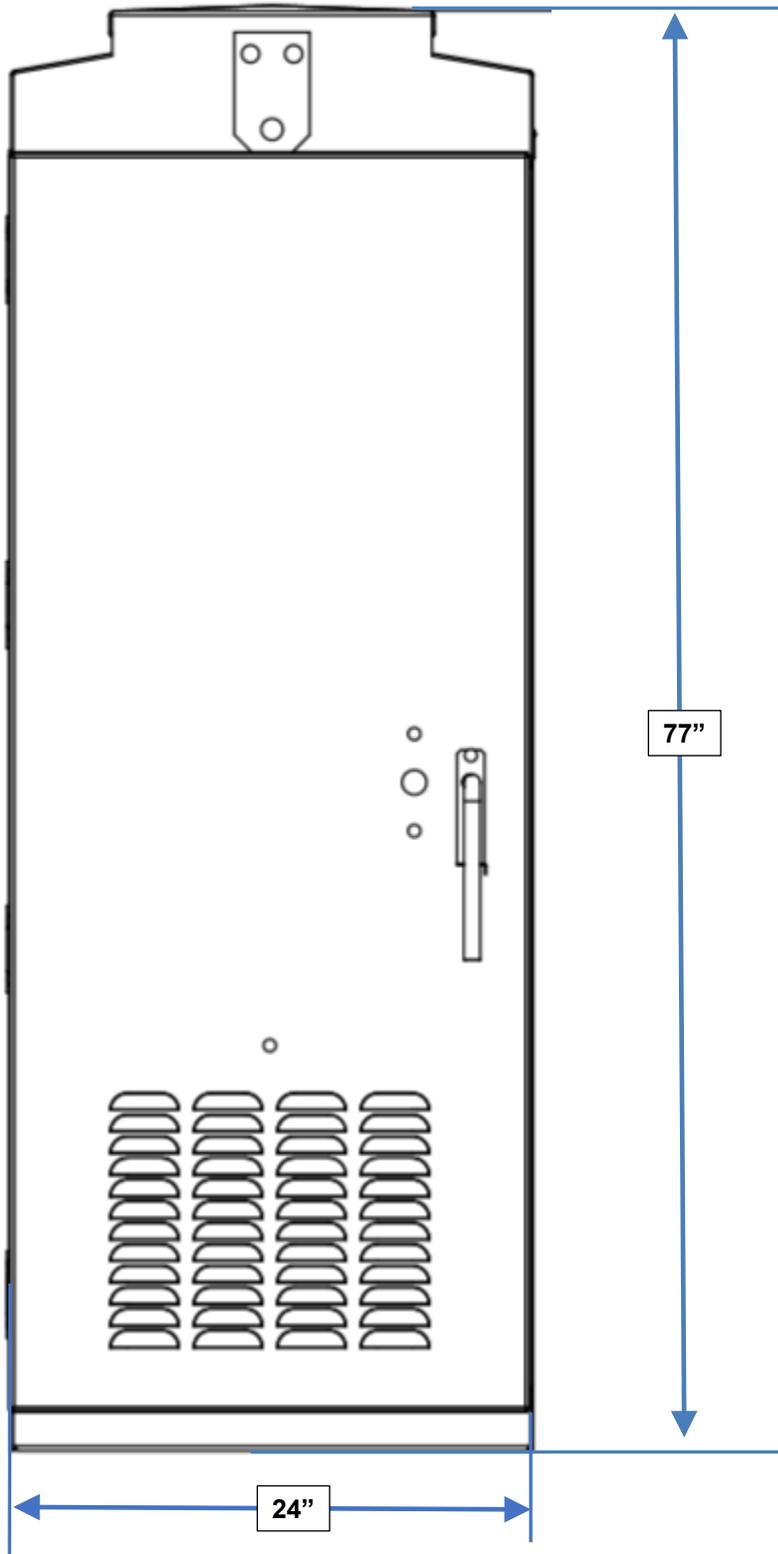


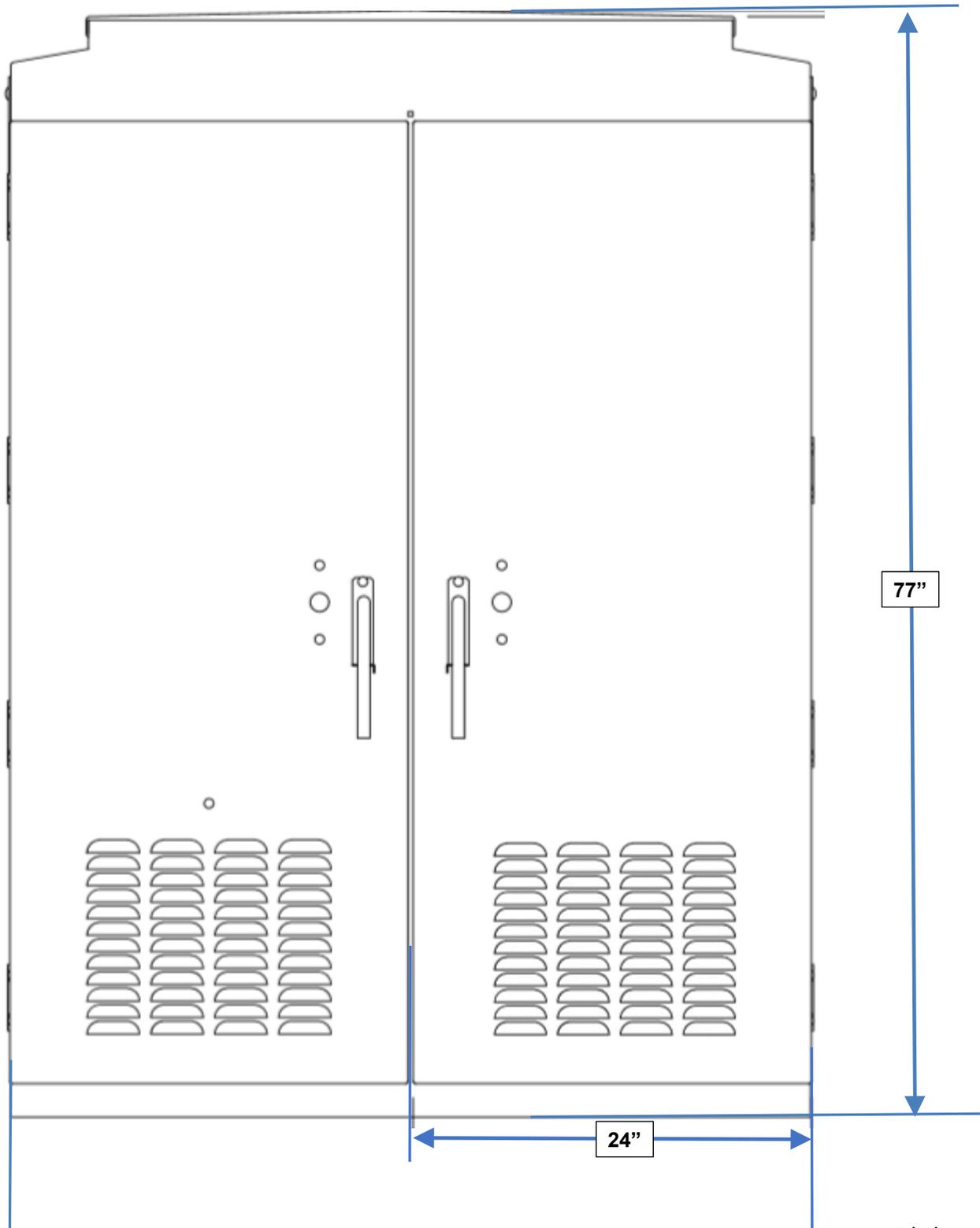
Figure 2

**352 Stretch - 77" H X 24" W X 30" D
Proposed Cabinet Equipment Layout**

Front	Back
1	1 1U high, Model 2216 Rack Mount Cabinet Power
2	2 1U high, 8 Port Cat5 Surge Protection Rack
3	3 4U high, Hinged, ATCC-HV Bus Assembly - (8 SDLC ports & 7 DC Power Out ports w/1 DC Power-In Port and 8, 115 VAC Clean Power Receptacles).
4	4
5	5
6	6
7	7
8	8 5U high, Open Area to Access to Rear of 2070 and Clean Power Receptacles
9	9
10	10
11	11
12	12 1U high, Open Space Above Shelf
13	13 1U high, Shelf, 5" D Open Above RPM w/ 3/8" Edge
14	14 1U high, 8 Outlet, Remote Power Manager
15	15
16	16 4U high, Hinged, 20° Tilted Input Panel
17	17
18	18
19	19 4U high, Hinged, 20° Tilted Output Panel
20	20
21	21
22	22
23	23
24	24 Optional 4U high, Hinged, 20° Tilted Output Panel
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32 12 U Open Space
33	33
34	34
35	35
36	36
37	37
38	38

Figure 3

350 ATC Stretch Cabinet
77" H X 44"-45" W X 30" D



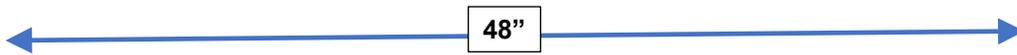


Figure 4

**350 ATC Stretch - 77" H X 44"- 45"" W X 30" D
Proposed Cabinet Equipment Layout (FRONT)**

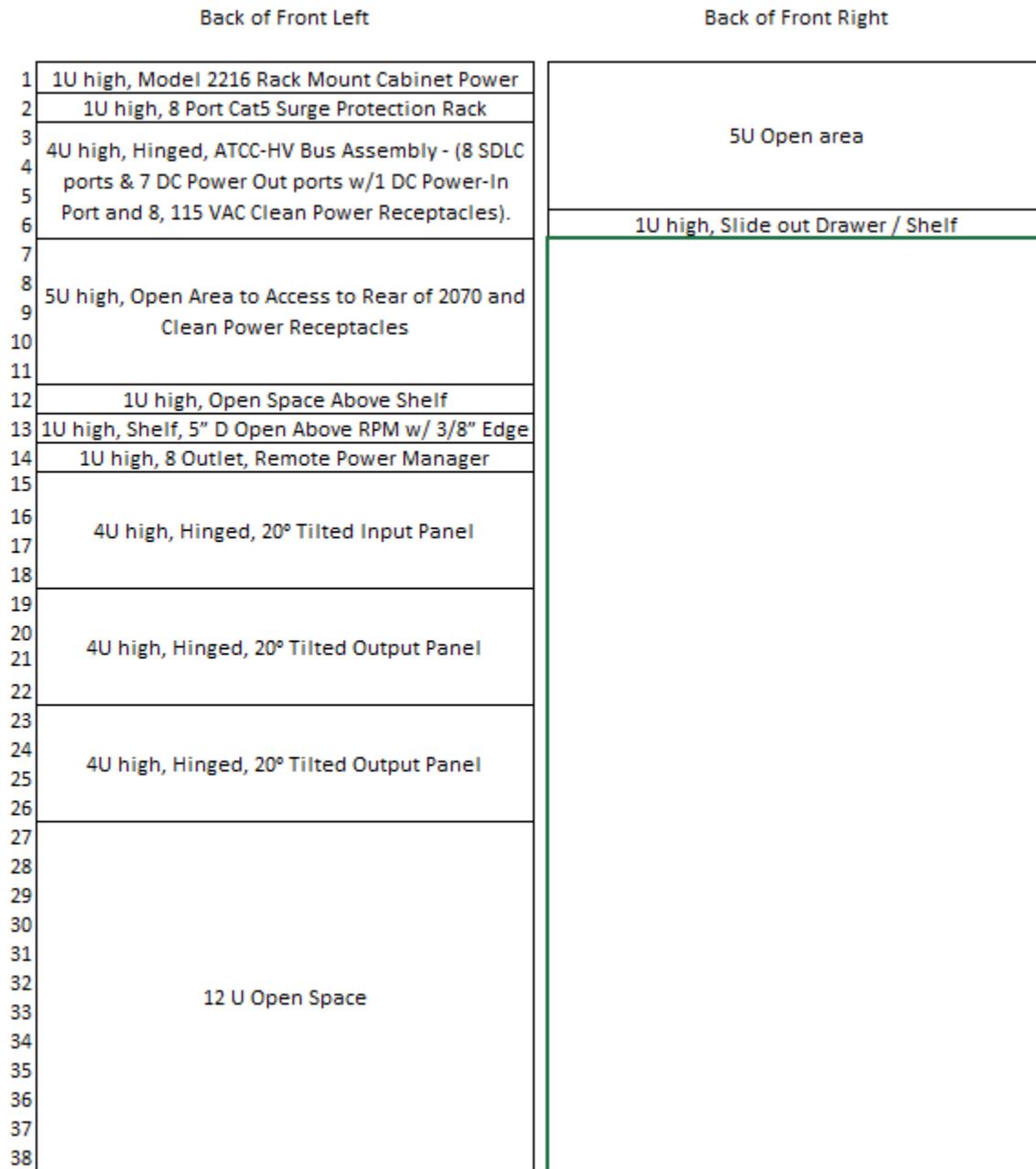
Front Left side

Front Right side

1	5U high, Open Area for Misc. Equipment	5U high, Open Area for Comm. Equipment
2		
3		
4		
5		
6	1U high, Slide out Drawer / Shelf	1U high, Slide out Drawer / Shelf
7	1U high, EDI Model 2220 Auxiliary Display Unit	Misc Comm Equipment / Battery Backup
8	4U high, 2070 ATC Controller	
9		
10		
11		
12	3U high, 24 Channel Input Assembly	
13		
14	1U high, Slide out Drawer / Shelf	
15		
16	3U high, 16 Channel Output Assembly	
17		
18	Optional: 3U high, 16 Channel Output Assembly or 6U high 32 Channel Output Assembly	
19		
20	3U high, 2-HDSP/FU Service Assembly	
21		
22	4U high Open Space above Shelf	
23		
24		
25		
26	1U high, Shelf 12" Deep, with 3/8" High Lip	
27		
28	9 U Open Space	
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		

Figure 5

**350 ATC Stretch - 77" H X 44-45" W X 30" D
Cabinet Equipment Layout (Back)**



12. TERM OF CONTRACT:

12.1. The term of the contract shall be twenty-four (24) months and remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City’s sole option.

13. DELIVERY LOCATIONS:

13.1. Delivery is to be made within the timeframe listed on Pricing Submittal. Delivery shall be made to the following location unless otherwise specified by the City in the order:

Location/Facility Name:	City of Austin
Department	Austin Transportation Department
Address:	8900 Cameron Rd., Austin, TX 78754
Days/Hours of Operation:	Monday thru Friday 8:00 a.m. to 2:00 p.m.
Attn:	Ray Flores

13.2. The shipping company shall call Warehouse Manager, Ray Flores, at 512-974-4018, and 512-974-4099, 24 hours prior to any shipments. No deliveries will be accepted without the 24-hour advance notification. The shipping company shall provide their own pallet jack in- order to move the pallets to the rear of the truck/trailer for access with our forklift. Failure to provide their own pallet jack may be cause for rejecting the delivery.

13.3. One hour prior to arriving at the delivery location the driver making the delivery shall call Warehouse Manager, Ray Flores, at 512-974-4018, and 512-974-4099. Failure to call the Warehouse Manager one hour prior to arriving at the delivery location may result in delays off-loading material or rejecting the delivery all together.

14. INVOICE AND PAYMENT ADDRESS:

14.1. The City’s preference is to have invoices emailed to: atdaccountspayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Transportation Department
Address	901 S. Mopac Expy
Address	Bldg #5, Ste. 300
City, State, Zip Code	Austin, Texas 78746-5776

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

15. DESIGNATION OF KEY PERSONNEL:

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the

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City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
City Contract Manager	Brian Craig	512-974-4061	brian.craig@austintexas.gov
City Contract Administrator, Procurement Specialist	Ken Bragdon	512-974-7050	ken.bragdon@austintexas.gov

**CITY OF AUSTIN
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1. GENERAL

1.1 TERM OF CONTRACT:

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

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.
- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except,

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- if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
 - D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
 - E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
 - F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
 - G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - 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

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final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

- ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

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

1.7 AUDITS AND RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.

B. Records Retention:

- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
- ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified 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.

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1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

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

1.13 ATTORNEY'S FEES:

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

1.14 TERMINATION WITHOUT CAUSE:

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

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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1.17 FORCE MAJEURE:

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

1.18 INDEMNITY:

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

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

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

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

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City’s or licensor’s confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information 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 in its business to protect its own most valuable information. In all circumstances, the Contractor’s protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

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

1.21 TEXAS PUBLIC INFORMATION ACT:

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

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1.22 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.

1.23 ADVERTISING:

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

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

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not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The 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.

1.30 MODIFICATIONS:

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

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

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

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

1.36 SURVIVABILITY OF OBLIGATIONS:

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

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently 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 Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

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

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

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Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
 - i. does not “boycott Israel”; and
 - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of calendar days/months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor’s cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25% percent for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor’s direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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D. **Indexes:** In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original Contracted price (the Solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or Contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete.

Weight % or \$ of Base Price: 100%	
Database Name: BLS- Producer Price Index-Commodities	
Series ID: PCU332999332999	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: NA	
Description of Series ID: Miscellaneous fabricated metal product mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: AI	

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.

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1.43 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.

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- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Worker’s Compensation and Employers’ Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker’s Compensation Act (Section 401). The minimum policy limits for Employer’s Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor’s policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days’ Notice of Cancellation, Form WC420601, or equivalent coverage.
 - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day’s Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days’ Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then insurance isn’t required. The Contractor must indicate on the Pricing Submittal if a common carrier will be used for delivery.

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2. GOODS

2.1 DELIVERY AND PACKAGING TERMS:

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- B. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.
- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.
- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables
- E. **CONTRACTOR PACKAGING DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and Purchase Order or Delivery Order number and the price agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear the cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable Specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.2 WARRANTY:

A. PRICE:

- i. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.

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- B. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- C. **DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the Specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- i. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - ii. Unless otherwise specified in the Contract, the warranty period shall be at least thirty-six (36) months from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. The cabinet wiring, connections, and assemblies shall be warranted for not less than seven (7) years from the date of delivery. 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 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
 - iii. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - iv. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.

2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:

- A. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the Specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims.
- B. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the

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world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties Stated in this Contract.

- C. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's Specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this Paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

2.4 RESTOCKING FEES:

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

2.5 PUBLISHED PRICE LISTS:

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision. The discounts or markups on equipment rental, material, supplies, parts, and Contract services shall be fixed throughout the term of the Contract and are not subject to increase. Failure to submit written notification of Published Price List revisions will result in the rejection of new prices being Invoiced. The City will only pay Invoices according to the last approved price list.

2.6 OWNERSHIP AND USE OF DELIVERABLES:

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables, except as stated below.

- 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 Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights. In and to such Deliverables, provided however, that nothing in this Paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute,

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acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, Specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Clause shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above

2.7 HAZARDOUS MATERIALS:

- A. If this Contract involves hazardous materials, the Contractor shall provide the City the Material Safety Data Sheets (MSDS), OSHA Form 20, on all chemicals and hazardous materials being used, 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 is grounds for the City to terminate this Contract immediately.
- C. The MSDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.