CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: CRR0205

DATE ISSUED: 04/04/2016

REQUISITION NO.: 16020400249

COMMODITY CODE: 96221

COMMODITY/SERVICE DESCRIPTION: Power/Pressure Washing Services

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

Claudia Rodriquez
Sr. Buyer

Phone: (512) 974-3092
E-Mail: ClaudiaR.Rodriquez@austintexas.gov

BID DUE PRIOR TO: April 21, 2016 at 2:00pm

BID OPENING TIME AND DATE: April 21, 2016 at 2:15pm

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CRR0205	Purchasing Office-Response Enclosed for Solicitation # CRR0205
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	12
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office five (5) business days before the close of the solicitation date.

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

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

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

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

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage

(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below addresses:

	City of Austin
Department	Convention Center Department (ACCD)
Attn:	Accounts Payable
Address	500 E. Cesar Chavez
City, State Zip Code	Austin, TX 78701

	City of Austin
Department	Building Services Department (BSD)
Attn:	Accounts Payable
Address	PO POX 1088
City, State Zip Code	Austin, TX 78767

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/ .**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

8. **LIVING WAGES:**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is $13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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

A. Other than ACCD and in-house contractor employees, persons conducting business with Austin Convention Center (ACC) are **REQUIRED** to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez St. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.

B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.

C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.

D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.

E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.

F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.

G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.

H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.

J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.

K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.

L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

11. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 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 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100

Database Name: Employment Cost Index	
Series ID: CIU201S000300000A (B)	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-3	

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.

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

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **CONTRACT MANAGER(S):** The following personnel are designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Austin Convention Center

Bryan Helford

Phone: 512-404-4311

Email: bryan.helford@austintexas.gov

Building Services Department

Taylor Youngblood

Phone: 512-974-3519

Email: Taylor.Youngblood@austintexas.gov

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

SCOPE OF WORK
FOR
POWER/PRESSURE WASHING SERVICES

1.0 PURPOSE

This Invitation for Bid is to establish a contract with a qualified Contractor or Contractor(s) to provide materials, labor, equipment, and supervision for power/pressure washing services. The Scope of Work includes power washing preparation, power washing services, reclamation of used water, disposal of reclaimed water, and other services related power washing. This Contract will be utilized by the City of Austin's ("City") Convention Center Department (ACCD) and the City of Austin Building Services Department (BSD) on an as-needed basis. All services shall be rendered at the location(s)/address(es) specified at the time of order by the Contract Manager/Designee. The City reserves the right to add or remove departments to this contract as needed.

The bid will divide the City into two geographical locations and an award for the specified services will be made to the lowest, responsible bidder meeting specification in each geographic location.

The locations are:

North: classified as all area north of the State Capitol
South: classified as all area south of the State Capitol

One bidder may submit a bid for both locations provided that the bidder is capable of completing all tasks as specified below and on the bid sheet. The City reserves the right to award by geographic location, any item or group of items or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

City facilities located in each of the above geographical location will use that awarded vendor for the specified services. The contractor awarded the North geographical location shall perform services for those City facilities located in that geographic area. The contractor awarded the South geographical location shall perform services for those City facilities located in that geographic location. There is no guarantee of work within each geographical location. If the Contractor is unable to respond to the assignment of work within their awarded location as required by the scope of work, the City reserves the right to assign the work to the other contracted vendor or if necessary to an independent contractor.

2.0 BACKGROUND

2.1 Austin Convention Center Department (ACCD)

ACCD is an enterprise Department within the City of Austin. The Department offers a variety of facilities and services to clients, with a mission to provide exemplary customer service. For more information about ACCD, visit our website at: www.austinconventioncenter.com.

Services under this Contract shall be provided at the following locations. ACCD reserves the right to unilaterally remove or add locations.

AUSTIN COVENTION CENTER (ACC)
500 East Cesar Chavez Street (1st street)
Austin, Texas 78701

TRASK HOUSE
217 Red River St
Austin, Texas 78701

PALMER EVENTS CENTER (PEC)
900 Barton Springs Road
Austin, Texas 78704

THE AFRICAN AMERICAN CULTURAL AND HERITAGE FACILITY (AACHF)
912 East 11th Street
Austin, Texas 78702

PARKING GARAGES (3 LOCATIONS)
Brazos Street Parking Garage (also referred to as the 2nd Street Parking Garage)
201 East 2nd Street
Austin, Texas 78701

5th Street Parking Garage
601 East 5th Street
Austin, Texas 78701

PEC Garage Parking (adjacent to PEC)
900 Barton Springs Road
Austin, Texas 78704

2.2 **Building Services Department (BSD)**

Building Services Department (BSD) is a support services Department within the City of Austin. The Department provides property management, custodial, maintenance, project management and other asset management services to multiple City facilities, with a mission to provide reliable, efficient and sustainable City facilities.

Services under this Contract shall be provided at the following locations. BSD reserves the right to unilaterally remove or add locations as needed.

APD Police Headquarters
715 E. 8th Street
Austin, Texas 78701

Austin Animal Center (AAC)
7201 Levander Loop
Austin, Texas 78702

Building Services Headquarters
411 Chicon St.
Austin, Texas 78702

City Hall
301 2nd St.
Austin, Texas 78701

Community Court
719 E. 6th Street
Austin, Texas 78701

HHSD Betty Dunkerley Campus
7201 Levander Loop
Austin, Texas 78702

Joint Public Safety Training Center (PSTC)
4800 Shaw Lane
Austin, Texas 78744

Municipal Building
124 W. 8th St.
Austin, Texas 78701

Municipal Court
700 E. 7th St.
Austin, Texas 78701

One Texas Center (OTC)
505 Barton Springs Rd.
Austin, Texas 78704

Rebekah Baines Johnson Center (RBJ)
15 Waller St.
Austin, Texas 78702

Rutherford Lane Campus (RLC)
1520 Rutherford Lane
Austin, Texas 78754

Technicenter
4201 Ed Bluestein Blvd.
Austin, Texas 78721

2.3 **Other Locations as Required**

3.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

3.1 The Contractor shall have provided services similar in scope and size to this Scope of Work on a continuous basis for the most recent five (5) consecutive year period.

3.2 Contractor shall not have had significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 The Contractor shall furnish all materials, labor, equipment (including aerial lift devices, scaffolding, and other height reducing equipment, if applicable), and supervision required to execute the services in accordance with this specification. There is no guarantee of orders; services shall be on an as-needed basis. Services shall include but shall not be limited to:

4.1.1 Collecting and removing trash and debris for proper disposal.

4.1.2 Erecting safety signs, barricades, and cones when power-washing all interior and exterior areas.

4.1.3 Vacuuming (use of blowers is prohibited) and pre-cleaning work area, and the removal of excess water in and around the grounds that has pooled or is standing.

4.1.4 Utilize only Occupational Safety and Health Administration (OSHA) and Leadership in Energy and Environment and Design (LEED) approved chemicals (see links below for acceptable products list).

- Green Seal Certified Products, www.greenseal.org
- EcoLogo Certified Products, www.ecologo.org
- All chemicals to be used must be pre-approved in writing by Contract Manager/Designee.

4.1.5 The Contractor shall have the sole responsibility for adhering to and maintaining compliance with all applicable and most current revision of all local, State, and Federal laws, statutes, codes, and regulations. A claim of ignorance or lack of awareness of any such governmental requirements shall be rejected by the City. Following are some of the requirements Contractor must follow – this is not a comprehensive list of requirements, but is meant to assist the Contractor.

4.1.5.1 Wastewater disposal shall be in compliance with the most current revision of Austin Water Utility Requirements:

https://www.austintexas.gov/department/wastewater-disposal-power-washers

https://austintexas.gov/sites/default/files/files/Water/SSD/Pretreatment/wwwssd_iw_power_washer.pdf

4.1.5.2 If permits are nearing expiration, Contractor shall provide copy of renewed permits to the Contract Manager/Designee no later than five business days prior to permits expiration date.

4.1.5.3 Austin Water is currently in Stage 2 Water Restrictions, and there are specific guidelines about use of power or pressure washing machines (see "Drought Response FAQ" link below, page 6 –Pressure Washing). It is the Contractor's responsibility to know which water- restriction stage Austin is in and to follow all associated guidelines and requirements for that water-restriction stage: www.austintexas.gov/sites/default/files/files/Water/Conservation/DroughtResponseStage2FAQ_03-30-2015.pdf

4.1.5.4 Wastewater disposal manifest:

4.1.5.4.1 The Contractor shall submit a copy of the wastewater disposal manifest to the Contract Manager/Designee within five (5) business days of disposal of the water. The manifest shall include quantity of wastewater disposed and disposal location.

4.2 Excluded Areas:

The Contractor shall not power wash the parking booths and electronic parking equipment which is located at each garage entry and/or exit points. The booths and

equipment are not mobile and power washing these items will cause excessive damage and possible mechanical failure of equipment. Other City facilities may have areas that may be deemed excluded and the Contract Manager will inform the Contractor of these designated areas.

4.3 Initial Services:

4.3.1 Within 10-business days of Contract award, the Contractor shall contact the Contract Manager/Designee to set up an initial meeting to identify priority (immediate) power washing services, including any interior and exterior surfaces.

4.3.2 The Contractor shall arrange for a follow-up meeting with the Contract Manager/Designee. During this meeting, the Contractor shall present a quote (or estimate) for these priority services.

4.3.2.1 The quote/estimate shall include: the location of the services, estimated cost (based on bid prices of Section 0600, Bid Sheet), and recommended schedule with a proposed start and finish date/time frame.

4.3.3 The Contract Manager/Designee will review the quote and upon acceptance, will schedule start of services with the Contractor. Once priority services begin, all other terms and conditions of this Scope of Work shall apply.

4.4 Power Washing Services:

4.4.1 The work site(s) shall be maintained in such a manner as to promote a neat appearance. The quality of the service shall be at the highest level achievable using the industry's most current power washing methods.

4.4.2 Services shall be performed on an as-needed basis. The Contractor shall be able to provide these services seven (7) days a week, 24-hours a day, regardless of holidays or weekends.

4.4.3 For each request of general/regular services, the City will request services (each instance, a "Notification") and Contractor will respond/ acknowledge the request within 24 hours. If applicable, the Contractor shall arrange a site visit with the Contract Manger or designee.

4.4.3.1 The Contractor shall provide two quotes/estimates. One for performing the services during regular hours, and the other for performing the services during non-regular hours.

4.4.3.2 Each quote/estimate shall include:

a. estimated number of labor hours,
b. the location of the services,
c. estimated cost (based on bid prices of Section 0600, Bid Sheet), including, but not limited to, hourly labor rate, rental equipment (if needed) and the estimated cost of solvents/detergents, and
d. recommended schedule with a proposed start and finish date/timeframe.

4.4.3.3 The Contractor shall provide the quote/estimate within three (3) business days of the City's request.

4.4.3.4 The Contract Manager/Designee will review the estimate and if in agreement, will issue a written notice to proceed ("Notice to Proceed"). A Notice to Proceed will be in the form of a Delivery Order (DO) issued by the City.

4.4.3.5 Upon receipt of the Notice to Proceed, the Contractor shall acknowledge receipt of the Notice by phone, email, or fax to the Contract Manager/Designee.

4.4.4 The City may require the Contractor to respond to urgent ("Code Red") service requests. Code Red services shall be those services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the City. The City shall have the sole and final authority in determining when services will be designated as Code Red.

4.4.4.1 For each request of Code Red service, the City will request services (each instance, a "Notification") and Contractor shall respond/acknowledge the request immediately and be onsite within four (4) hours of Notification by the City.

4.4.4.2 The Contractor shall provide a complete cost estimate with an estimated completion time to the City within two (2) hours of Notification or immediately upon arrival at the site. The Contract Manager/Designee and Contractor may mutually agree that a verbal cost estimate for Code Red Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

4.4.4.3 Code Red Services shall be any time (24/7) and labor rates shall be in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, depending when services are provided.

4.4.4.4 During Code Red Services, all other terms and conditions of this Contract shall apply.

4.4.5 The Contractor and Contract Manger will schedule a date and time for services to begin. If the Contract Manager/Designee does not agree with the estimate, the Contract Manager/Designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall re-submit the quote/estimate for review and approval by the Contract Manager/Designee.

4.4.5.1 The Contractor understands and agrees that the scheduling of events held at ACCD take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold the ACCD liable, financially or otherwise, if an alteration in the ACCD schedule requires ACCD to reschedule services with the Contractor. ACCD will make every reasonable effort to immediately notify the Contractor of changes in ACCD's schedule of events which may have an impact on any other schedule agreed to by the ACCD and the Contractor.

4.4.6 The Contractor shall provide a Project Manager or designee to inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The Project Manager or

designee shall not be removed from the project without prior written consent by the Contract Manager/Designee.

4.4.7 The on-site Supervisor or team-lead shall report to the Contract Manager/Designee within one (1) hour of arrival when work is being performed under this contract. Notification shall confirm the work-site, number of crew on-site to perform the services, and anticipated amount of time needed to complete the services.

4.4.8 While onsite, the Contractor and its employees shall remain in compliance with the City's Workforce and Security Clearance requirements as described in Section 0400, Supplemental Terms and Conditions.

4.4.9 The Contractor shall complete the work within the time stated in the quote/ estimate and shall notify the Contract Manager/Designee upon completion of the services.

4.4.9.1 If during the performance of services the Contractor determines that additional time is needed to complete the work, the Contractor and the Contract Manager/Designee will mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.

4.4.10 All work is subject to inspection and acceptance by the Contract Manger/Designee.

4.4.11 Upon completion of services, the Contractor shall be responsible for the immediate clean-up of the work area and removal of debris. The Contractor shall keep the work area, and other areas affected by the work free from accumulations of waste, rubbish, litter, or disorder. The Contractor shall at all times maintain the work area in a neat orderly manner. At the completion of each work order, Contractor shall immediately remove and properly dispose of all waste materials and debris from site.

4.4.12 If power washing causes water or debris to be splashed on the interior or exterior of building surfaces/windows, the Contractor shall be responsible for the immediate cleaning of the soiled surface and returning it to its original state.

4.4.13 The Contractor shall provide services using a method that prevents pollution of water resources.

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

4.4.15 Permits: The Contractor must obtain, at Contractor's expense, a Temporary Use of Right-of-Way Permit, or other appropriate permits, for all sidewalks, parking space, railroads, and/or traffic lane closures. A copy of the permit must be provided to the Contract Manager/Designee not later than two (2) business days prior to beginning services. The City will reschedule services in the event that the Contractor fails to obtain and provide the permit(s) to the Contract Manager/Designee as required.

4.4.16 The City shall not be penalized, financially or otherwise if services are rescheduled due to the Contractor's inability to obtain and provide the permit(s) to the Contract Manger as required by this Scope of Work.

4.5 Labor Hours:

4.5.1 The City will require the Contractor to perform services during regular and/or non-regular business hours, regardless if services are designated as general/regular or as code red, as outlined in this Scope of Work.

4.5.2 Hourly labor rates shall be billed in accordance with the time designations below, based on when services are provided.

4.5.3 Time designations shall be as follows:

4.5.3.1 **REGULAR HOURS** shall be 7:00 a.m. through 6:00 p.m. Monday through Friday.

4.5.3.2 **NON-REGULAR HOURS** shall be: 6:01 p.m. through 6:59 a.m. Monday through Friday or 6:01 p.m. Friday through 6:59 a.m. Monday and hourly rates for these non-regular hours may be charged to the City up to 150% (time and a half) of the regular hours.

4.5.3.3 HOLIDAY HOURS shall be those hours falling on official City of Austin holidays approved by Austin City Council, beginning 12:00 a.m. through 11:59 p.m. the day of the Holiday and hourly rates for these non-regular hours may be charged to the City up to 200% (double time) of the rate for regular hours.

4.6 Equipment and Materials:

4.6.1 The Contractor shall furnish all equipment (including aerial lift devices, scaffolding, or height-reducing, if applicable) and materials. Equipment, materials, and/or supplies must meet or exceed the requirements of this Scope of Work for the services to be performed, and utilizing the safest possible equipment and techniques in order to minimize the risk of injury to persons and property.

4.6.2 Any equipment, material, and/or supplies found to be defective, not meeting specifications, or which are in use without the written approval of the Contract Manager/Designee shall, upon discovery (including any time within the period of the guarantee), shall be immediately replaced with equipment, material and/or supplies that meet specifications or are approved by the Contractor Manager at no additional cost to the city.

4.6.3 Prior to renting any equipment, the Contractor shall have the Contract Manager's/Designee's written approval. Under no circumstances shall the Contractor rent equipment without such prior approval.

4.6.4 The Contractor may charge the City for the cost for the rental of height reducing equipment (aerial lifts or scaffolding) only. The Contractor shall not charge the City for the rental of pressure washers, trailers, tanks, or other such equipment. Charges for the rental of height-reducing equipment shall be a markup to the Contractor's cost in accordance with the Bid Sheet, Section 0600. Markups shall not exceed five percent (5%) for height-reducing rentals. All line item charges for rentals will be verified by the City.

4.6.5 If the Contract Manager/Designee does not provide approval for the equipment rental, the Contractor shall, at its own expense, either purchase or rent the necessary equipment.

4.6.6 The Contractor shall not be reimbursed for rental costs which do not have the Contract Manager's/Designee's written approval.

4.6.7 The Contractor shall submit copies of the rental agreement and receipts which clearly indicate the full cost paid by the Contractor, in order to be reimbursed for the cost of rental equipment. The Contractor shall be responsible for any loss or damage to rented or owned equipment used on a project under this contract. The City shall not be charged for expenses incurred by the Contractor for loss or damage to rented or owned equipment.

4.6.8 The Contractor may charge the City for solvents/detergents used in the performance of services for the City. The Contractor shall not charge the City for materials other than the solvents/detergents used in the performance of services. Charges for the solvents/detergents shall be at a markup to the Contractor's cost and in accordance with the Bid Sheet, Section 0600. Markups shall not exceed five percent (5%). All line item charges for solvents/detergents will be verified by the City. Markups shall not exceed five percent (5%) of the Contractor's cost.

4.6.9 To be reimbursed for the solvents/detergents, the Contractor shall submit a copy of the Contractor's invoice, or receipt, which indicates the amount paid by the Contractor for the solvents/detergents. In addition, the Contractor shall submit a copy of the quote/cost estimate per job, approved by the Contract Manager/Designee.

4.6.9.1 The City shall reimburse the Contractor for the solvents/detergents actually used per job. The City shall not reimburse the Contractor for solvents/detergents purchased and held in Contractor's inventory.

4.6.10 The Contractor shall not charge the City a fuel surcharge, stop-fee, or any other fee not expressly allowed for in this Scope of Work. Prices on the Bid Sheet, Section 0600 shall be inclusive of all such fees.

4.7 Equipment:

4.7.1 All equipment utilized by Contractor in the performance of this Contract shall be maintained in good operating condition at all times and shall meet all local, state, and Federal requirements. All safety devices required by OSHA guidelines shall be in place and in proper operating condition.

4.7.1.1 Title 6, Environmental Control and Conservation, paragraph 6-4-11 (B) of the City of Austin's Water Conservation Code provides that a person may not use commercially operated cosmetic power or pressure washing equipment unless it is fitted with a water recycling unit, uses a spray nozzle using no more than 3.5 gallons of water per minute, and employs a working trigger shut-off with a protective weep mechanism.

4.7.2 The City prefers the use of propane or electrical powered equipment, however, gasoline-powered equipment will be allowed. All gasoline-powered equipment (washers and generators) shall be California Air Resources Board (CARB) compliant. The Contractor shall submit proof of CARB compliance within 48-business hours of request by the City.

4.7.3 All gasoline storage containers shall be OSHA-approved and not stored at the work-site or on City property at any time.

4.7.4 Contractor shall not use gasoline-powered maintenance equipment on days declared as Ozone Action Days.

4.7.5 Contractor shall provide and ensure that proper personal protection equipment shall be worn at all times by the operator of the equipment and any other employees of the contractor at the project site.

4.7.6 Contract shall provide, in writing, any updates or changes to the list of submitted power equipment (including make and model number) 3 business days prior to use of the equipment at any location.

4.8 Safety:

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

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

4.8.3 Contractor is responsible for reporting to the Contract Manager/Designee or his designee any damage found prior to any work at job sites.

4.8.4 All waste water will be disposed of within strict City, State, and Federal guidelines.

4.8.5 Within three (3) business days of request by the City, the Contractor shall provide copies of all applicable issued permits for the transporter and transportation of waste water to the Contract Manager/Designee.

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

5.0 SUSTAINABILITY

5.1 The City prefers Contractors to demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. During the term of this contract, when requested by the City, the Contractor will provide details of its

organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:

- Conserve natural resources including water, energy, and raw materials throughout the product lifecycle;
- Minimize environmental impacts such as water and air pollution;
- Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment;
- Support up-cycling and recycling efforts as well as utilize products with high recycled content;
- Reduce environmental impacts in your organization's production and distribution systems;
- Support worker health, safety, and fair wages;
- Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

5.2 Additionally, the Vendor shall conform to all specifications relating to sustainability contained in the Bid or Solicitation documents, including, but not limited to this Scope of Work and any included Attachments or equipment required for performance of the Contract. Sections 4.1.4, 4.1.5, and 4.6.2 provide further guidance on which 3rd party certifications are required and the types of preferred equipment in order to limit emissions when providing these services.

6.0 ACCEPTANCE OF WORK

6.1 All work performed under the requirements of any contract resulting from this solicitation shall be in accordance with the specifications detailed herein.

6.2 All work is subject to review and acceptance by the Contract Manager/Designee.

6.3 If Contractor fails to clean the area at the completion of the work, the City may do so and deduct the cost from any payments owed to Contractor.

7.0 CONTRACT CLOSE-OUT

7.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning thirty-business days prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

7.2 The Contractor shall submit its final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

8.0 OMISSIONS

It is the intention of this Scope of Work to acquire complete power-washing services of the type described, with all necessary, applicable, components delivered, installed, and ready for full use. All items or services omitted from the Scope of Work which are clearly necessary for this service shall be considered a requirement although not directly specified or called for herein.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour.

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

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $13.03 per hour

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

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

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

   Answer: _____ Which State: _____

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

   Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	CRR0205
PROJECT NAME:	POWER/PRESSURE WASHING SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Company Name	
Name and Title of Authorized Representative (Print or Type)	
Signature	**Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	CRR0205
PROJECT NAME:	POWER/PRESSURE WASHING SERVICES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

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

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____