



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: PAX0126

COMMODITY/SERVICE DESCRIPTION: Pest Control Services for Airport Terminal

DATE ISSUED: 10/12/2015

REQUISITION NO.: 15091000509

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10/27/2015, 1:00 pm, local time

COMMODITY CODE: 91059

LOCATION: Austin-Bergstrom International Airport, 3600 Presidential Blvd, west end at door to Security and ID.

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

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

Sai Xoomsai Purcell
Senior Buyer Specialist

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

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

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 # PAX0126	Purchasing Office-Response Enclosed for Solicitation # PAX0126
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 5 ELECTRONIC COPIES OF YOUR RESPONSE
The electronic version must be on flash drive in PDF format.

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
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	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE PROPOSAL FORM	2
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*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

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

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

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

SOLICITATION NUMBER:	PAX0126
PROJECT NAME:	Pest Control 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:	PAX0126
PROJECT NAME:	Pest Control 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 <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>			

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

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 <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified	
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract		\$	
List commodity codes & description of services			

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____		Date _____	
Director/Deputy Director _____		Date _____	

**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 eight (8) calendar days prior to the proposal closing date to Sai.Xoomsai@austintexas.gov.

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

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

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

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SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three 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 address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Address	3600 Presidential Blvd., Suite 411
City, State Zip Code	Austin, TX 78719

- 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. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

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- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

8. 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 twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- 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.

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SUPPLEMENTAL PURCHASE PROVISIONS**

- (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: CIU201S000300000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

9. **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.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Hope Reyes

Hope.Reyes@austintexas.gov, 512-530-6692

**CITY OF AUSTIN
DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

1. PURPOSE

This scope of work establishes the minimum requirements for pest control services for the Department of Aviation (DOA) of the City of Austin. It is a goal of DOA to implement the comprehensive Integrated Pest Management (IPM) program as a strategy for control of pests in and around DOA facilities. The objective is to prevent and/or eliminate pests inside all the department's facilities to minimize potential disruptions to the conduct of business.

Services shall be comprehensive and IPM based, utilizing a specific list of pesticides approved by the City. The following description details the department's understanding of the scope and type of IPM services to be rendered. Services shall include 1) scheduled, planned service visits, 2) non-emergency treatment requests outside the scheduled service visits, 3) emergency treatments, 4) quoted one-time services outside of non-emergency services and 5) call backs.

The business purpose of the DOA is to serve its clients, business partners, and staff by providing a safe and usable space for travelers, contractors, and employees, requiring that pests shall be kept to a minimum. Accordingly, the DOA and the Contractor shall collaborate to develop a monthly treatment/inspection plan designed to minimize call backs or disruptions.

2. BACKGROUND

Austin-Bergstrom International Airport (ABIA) is owned and operated by the City of Austin, through the Department of Aviation. It serves as the gateway to the City of Austin. Continued population growth, economic growth, and the number and size of events held in Austin have led to a significant increase in activity at ABIA, which has experienced consistent passenger growth for four consecutive years. A record 10,017,958 passengers passed through ABIA in 2013, up 6% from the previous record year in 2012. ABIA has nonstop service to thirty-nine (39) destinations in the U.S. and Mexico, and as of March 2014, ABIA has a nonstop flight to London. ABIA is currently in the process of expanding a section of the terminal to accommodate more international flights. In addition, ABIA has a terminal and apron expansion project underway to address the record number of passengers that will soon exceed the airport's capacity.

ABIA is located approximately 8 miles southeast of Austin's business district. ABIA opened in 1999, and occupies 4,242 acres of land. ABIA is classified as a Medium Hub, Primary Commercial Service Airport, under the National Plan of Integrated Airport Systems. The terminal building is a multi-level facility with over 680,000 square feet of covered space, 24 second-level gate areas with loading bridges, and one ground level gate for commuter airlines.

ABIA is currently contracting for the integrated pest management program. The contractor maintains 38 locations under a scheduled service plan, covering approximately 48,585 square feet.

3. DEFINITIONS

3.1 IPM: Integrated Pest Management. The United States Environmental Protection Agency defines IPM as:

“Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment.”

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DEPARTMENT OF AVIATION
SCOPE OF WORK
PEST CONTROL SERVICES**

- 3.2 Call Backs: Service requests to re-perform any pest treatment that is included in the monthly service. As such, call backs are not billable regardless of time or day.
- 3.3 Non-Emergency Service: pest treatment requested by department that is outside of the regularly scheduled service visits but that is not urgent.
- 3.4 Emergency Service: Pest treatment in response to a current infestation. Under these circumstances only, Contractor may use an emergency pesticide application in buildings or on grounds.
- 3.5 Pesticide: Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, it also includes any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.
- 3.6 Least Toxic Options: Classified as "low hazard" (Tier III) in the San Francisco Pesticide Hazard Screening List.

4. CONTRACTOR REQUIREMENTS

4.1 Experience

- a. Proposer shall have a minimum of five (5) years of continuous experience in providing pest control services prior to this solicitation.
- b. Proposer shall have a minimum of five (5) years of experience providing services using either 1) IPM or 2) a Reduced Impact Pest Control Service designation, as defined by the Texas Structural Pest Control Service.
- c. Proposer shall have at minimum of five (5) years' of experience performing pest management for dining/cooking facilities that serve 1,000 or more people on a weekly basis.
- d. Contractor and Contractor's employees applying pesticides shall be licensed by the Texas Structural Pest Control Service.
<http://www.texasagriculture.gov/regulatoryprograms/pesticides/structuralpestcontrolservice.aspx>

4.2 Business and Staffing

- a. Contractor shall operate on a full time basis, a pest control business, have a permanent business address, telephone, equipment and materials, and employees trained and licensed in pesticide application to perform the services specified herein. The City reserves the right to inspect equipment to be used in the performance of this contract. Inspections will be performed by the Department>Contact or designee.
- b. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). TELEPHONE ANSWERING MACHINES DO NOT MEET THE REQUIREMENTS OF THIS PARAGRAPH.

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- c. Each employee of the Contractor shall be professionally attired, with complete uniform which identifies both the name of the Contractor and the employee; such uniform shall be worn at all times while servicing department facilities.
- d. All contractor employees who will be assigned to this contract shall undergo a fingerprint-based 10 year criminal history records check and security threat assessment to have a security access badge issued prior to working on department premises.

5. CONTRACTOR RESPONSIBILITIES

5.1 Scope of Services

- a. The Contractor shall provide a comprehensive IPM program for buildings and areas specified in this solicitation with strategies that should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage, and access used by pests. Each location shall be inspected for signs of pest infestations in addition to application of pest control measures.

The Contractor shall:

- 1. Furnish equipment, labor, and any related materials (glue boards, bait stations, odor bags, traps, food service approved flying insect traps, etc.) to control pests included in the monthly service.
- 2. Provide detailed site specific recommendations to either reduce or eliminate the potential for pests and/or rodents in and around the facilities. Site recommendations are to be given to the department contact as observed.
- 3. Dispose of empty containers, unused chemicals and supplies per Regulatory Requirements listed below.
- 4. Accept notification for requests from department by e-mail or phone. Contractor may correspond with the department via the same means.
- 5. Perform pest treatment and inspection in and around facilities to include the exterior perimeter and all adjoining sidewalks.
- 6. Provide copies of material safety data sheets (MSDS) to department contacts or designee at each site treated and to the City IPM. Additionally, each container of hazardous material shall be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.
- 7. Remove any litter, including dead animals, left as a result of pest elimination. Rat and mouse infestations in the ground adjacent to the building are also included to be removed.

5.2 Pests to be Treated

- a. The Contractor's monthly IPM Program shall address and suppress vermin, insects, and other pests in the identified buildings. Vermin, insects, and other pests shall include at a minimum:

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- Roaches
- Water Bugs
- Ants (all types excluding Carpenter Ants)
- Silverfish
- Spiders
- Rodents (rats/mice)
- Gnats
- Flying insects (small bee/wasp nests, etc. excluding bee/wasp swarms and hives)
- Fleas & Ticks
- Crawling insects (centipedes/millipedes, etc.)
- Scorpions
- Crickets

b. All materials (glue boards, bait stations, odor bags, traps, etc.) to control the above pests shall be included in the monthly quote.

c. The following pests will be on an as needed basis and billed separately.

- Bee/wasp swarms and hives
- Termites
- Bed bugs
- Birds
- Bats
- Snakes
- Possums
- Raccoons
- Feral Cats
- Carpenter Ants
- Other pests not listed under the monthly service

5.3 Initial Assessment and Report

Upon contract award, Contractor shall survey and assess the existing pest condition at the facilities and provide a written report with assessment and recommendations to the Department. The Contractor shall provide the assessment and report within 30 days of contract award, consisting of descriptions of deficiencies and recommended actions, including structural modifications and procedural changes needed to promote pest prevention. The Contractor shall use the initial assessment as the starting point for providing ongoing pest control inspections, treatments and recommendations.

5.4 IPM Plan:

The Contractor shall seek the approval from the Contract Manger prior to implementing any changes to the IPM Plan, including additional or replacement pest control products. The Contractor shall review and update the IPM Plan annually, including updating MSDS/labels as needed.

5.5 Work Hours

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- a. Inspection frequency: Inspections shall be done on a monthly basis as directed by Contract Manager.
- b. Most areas within the terminal building will require night service hours beginning at 9 p.m. through the early morning hours. Some secure areas will require access during the business day and these will be coordinated. Services of secure sites shall be serviced between the hours of 4:00 p.m. and 6:00 p.m.
- c. Service shall be available 24 hours a day seven days a week including holidays and after hours.

5.6 Service Requirements

- a. The Contractor shall coordinate with the Contract Manager or designee 72 hours prior to treatment to issue notification to building occupants and employees when a pesticide of “not least toxic option” is required, following an inspection and after all IPM techniques have been exhausted.
- b. Non-Emergency: The Contractor shall respond to non-emergency requests for service within 12 hours and be on site to perform service within 24 hours of initial request from the Contract Manager or designee. This includes call backs as classified by the department as non-emergency. Quote shall be provided within 12 hours of site-visit. Contract Manger or designee shall approve quote prior to work begin.
- c. Emergency: The Contractor shall respond to all emergency requests within 1 (one) hour of notification and be on site to perform service within 2 (two) hours of initial request from the Contract Manager or designee. This includes calls backs as classified by the department as an emergency. Emergency conditions will be handled in the same manner as the policy entails, but with immediate response and an increase in service visits until the situation has been resolved. The pesticides and the guidelines will remain the same.
- d. Call Back: Should Contract Manager report what may be an abnormal amount of pests, the Contractor shall, at no additional cost to the City, conduct an onsite inspection and deploy an appropriate control strategy within 24 hours of notification. Contractor shall make contact with Contract Manger within 12 hours of notification.
- e. One-time call out for a specific problem not covered under the contract (i.e. - remove wasp nests, locate and remove dead animal). The Contractor shall review the requirements for each call out and provide a written quote to the Contract Manager. The job shall start only upon receipt of an approved Delivery Order (DO) issued by the City as a form of written Notice to Proceed (NTP). Upon receiving the DO, the Contractor shall begin the work within one (1) business day unless otherwise specified by the Contract Manager or designee at time of approval. Quote shall **not** include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. Those expenses shall be included in the Attachment A, hourly rates.

5.7 Storage and Disposal

- a. No equipment, supplies, or chemicals are to be stored on the premises.

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- b. All unused pest monitoring devices, chemicals, containers or other Contractor items are to be removed from the premises at the end of each service call.

5.8 Service Location (s)

- a. Contractor is responsible for providing service in all areas and buildings specified herein including but not limited to: all types of rooms, closets, storage rooms, lounges, break areas, restrooms, employee locker areas, administration areas, meeting rooms, boarding bridges, hold rooms, kitchens, stairwells and hallways.
- b. All facility perimeters and surrounding sidewalks shall be included in the monthly treatment. Additionally, every part of the building (interior/exterior) shall also be covered under the monthly service.
- c. Contractor shall quote a total price for the locations as listed on Attachment A, Price Proposal Form. Note: Areas are approximate and cannot be guaranteed. Contractor is to treat the buildings described irrespective of actual area.
- d. Locations may be added or deleted at any time. New locations shall be priced at the same price as similar sized buildings already on the contract. There shall be no additional charge for first time inspection of buildings added to the contract.
- e. The Contractor may be requested to perform one-time services at buildings that are not on the contract. Contractor shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the Attachment A.

5.9 Reports and Records

- a. After each inspection, call back, or treatment, the Contractor is to furnish the Contract Manager with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests. If a control measure is applied, the report shall contain a brief description and justification of the control measure used.
- b. Logs: Contractor shall post and maintain a service log at the Contractor Manager's or designee's office location.
- c. Records: Contractor shall provide a Pesticide Use Record to the Department Contract Manager or designee within five business days after each service date containing the following information:
 - Trade and common chemical name of product dispensed
 - Environmental Protection Agency registration number
 - Volume of chemical used in each area treated
 - Specific areas treated
 - Targeted pest
 - Application date
 - Name of applicator

6. REGULATORY REQUIREMENTS

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- 6.1 The services to be provided shall comply in every respect with the applicable regulations of the following regulatory agencies:
- U.S. Department of Labor, OSHA Safety and Health Standards
 - U.S. Environmental Protection Agency Standards
 - State of Texas, Structural Pest Control Service Regulations
 - State of Texas Department of Agriculture Regulations
 - City of Austin Pesticide and Hazardous Materials Regulations and Ordinances
- 6.2 No pesticide products shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

7. SAFETY

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

8. CHEMICALS AND PESTICIDE

- 8.1 If a chemical application becomes necessary, the Contractor shall obtain approval from Contract Manager or designee for any chemical(s) used other than identified in this solicitation.
- 8.2 Chemical insecticides shall to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The department reserves the right to give final approval on all chemical insecticides used.
- 8.3 The following is a list of all approved pesticides:
- Eco-PCO AR-X*
 - Advion Ant Gel
 - Advion Ant Bait
 - Advion Roach Gel
 - Dupont Arilon
 - Niban Granular*
 - Talstar*
 - Cy-Kick CS*

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

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

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- 8.5 The minimum use of chemical pesticides is used and is limited to indoor and outdoor target species.
- 8.6 Non-pesticide methods of control shall be used when possible as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.
- 8.7 Pesticides and insecticides applications shall be restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from the Contract Manager to application. No surface application or space spray shall be applied while building occupants or employees are present. All necessary precautions shall be taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 8.8 Pesticide application shall be performed on an as-needed basis. Application of pesticide in any inside or outside area shall not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation shall be evaluated by Contract Manager or designee on a case-by-case basis. Written approval from department is required prior to preventive pesticide application.
- 8.9 Rodent control inside buildings should be handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from the department is required prior to interior rodenticide treatment application.
- 8.10 Pesticides shall be used in the following manner:
- a. Application of all insecticides is crack and crevice treatment only.
 - b. Traps, bait boxes, and glue boards shall be located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items is noted in the Monthly Pest Control Inspection Sheet.
 - c. All indoor trapping devices shall be concealed out of the general public view and in protected areas so as not to be affected by routine cleaning or maintenance.
 - d. All rodenticide, regardless of packaging, shall be placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children, pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.
- 8.11 Application
- a. Apply pest control products in accordance with the manufacturer's recommendations.
 - b. Provide pest treatment in accordance with normally accepted industry standards for an IPM program.

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- c. Apply pest control products in accordance with applicable regulatory standards listed in this solicitation.

9. PRICING

- 9.1 The monthly price listed on the price proposal form shall include the monthly targeted pests, inspections, and all labor and materials to complete the services for all facilities.
- 9.2 The hourly rate given on the price proposal form for non-contract buildings and special callouts shall be all-inclusive for inspections, treatments, bait stations, travel fees, mileage, etc.
- 9.3 Requests for emergency service covered under monthly pest service shall be classified as a call back. As such, it shall not be billable regardless of the time and day.
- 9.4 Termite treatment pricing shall be by linear foot.

10. PAYMENT

Invoices for services provided shall be submitted on a monthly basis after services have been completed. All invoices shall be submitted directly to the Department of Aviation. Invoices should include the following information:

- Company name and address for remittance
- Date of invoice
- Date(s) of service
- Statement of whether inspection/treatment was made and chemical(s) used, if applicable, and identification of those Green List or Yellow List chemicals used (see Paragraph 8.2 above)
- Service period
- Facility name and location where service was rendered
- City of Austin's contract number
- Vendor Invoice number
- Total cost for service period

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1. PROPOSAL FORMAT

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original, and eleven (11) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original." The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the following format and information sequences. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500- Scope of Work and any additional information you deem necessary to evaluate your Proposal.

A. City of Austin Purchasing Documents:

Complete and submit the following documents:

1. Offer and Award Sheet
2. Section 0605- Local Business Presence Identification Form
3. Section 0700 – Reference Sheets
4. Section 0835 – Non-Resident Bidder Provisions

B. Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

D. Proposed Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your proposed solution. Provide details of how your organization will meet or exceed the requirements included in the RFP Scope of Work, include an explanation of why any exceptions were taken. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal

E. Program Plan: Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

1. Workforce

Describe your workforce as it relates to this Proposal. This should include but not be limited to a description of the following:

- a. Qualifications of Single Point of Contact
- b. Training plan to ensure that the knowledge and skills of Contractor/subcontractor employees are up-to-date on loading dock processes and equipment.

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2. **Work/Task Plan**

- a. Describe your Work Plan for accomplishing the items under Contractor's Responsibilities (Scope of Work, Section 5.0).
- b. Describe how best you would manage pests for the department while utilizing IPM. The IPM Plan shall consist of three parts as follows:
 - i. **Pesticide Labels and MSDS Sheets**: Proposer shall provide current Labels and MSDS for all pesticides that will potentially be used in the pest control program.
 - ii. **Service Schedule(s)**: Proposer shall propose a schedule of routine pest control inspections for each area under this contract, including frequencies of inspections, areas at each facility to be given special attention (e.g., food storage, preparation and serving areas; washrooms; custodial closets; mechanical rooms; entryways) and specific day(s) of the week on which the inspections will be performed.
 - iii. **Commercial Pesticide Applicator Licenses and Certificates**: Contractor shall provide a photocopy of the State-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract, and a photocopy of the State-issued Commercial Pesticide Applicator Certificate for every pest management professional (PMP) performing on-site pest control service.
- c. Describe your work plan to effectively control and eradicate rodents and insects in food service dining/cooking facilities.

F. **Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. If partnerships/subcontractors are proposed, describe prior experience managing such relationships. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

1. Describe your experience and list the organizations/businesses in addition to the number of years you performed these services.
2. Describe your experience in performing pest services in dining/cooking facilities that serve 1,000 or more people on a weekly basis. List the organizations/businesses in addition to the number of years you performed these services.

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

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H. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. 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.
- ii. 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.
- iii. If a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying 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>

I. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

J. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

K. **Cost Proposal:** To facilitate the comparison of proposal pricing by the City, Vendor is required to submit pricing in the format as outlined in Attachment A - Price Proposal Form.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

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4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

i. **100 points.**

- (1) Program Plan, Concept and Solutions Proposed - Responsiveness to and understanding of requirements, terms and conditions. **(40 Points)**
- (2) Background, Qualifications, Prior Experience of the Similar Size and Scope **(20 Points)**
- (3) Cost per Attachments A **(30 Points)**
- (4) Local Business Presence **(10 points)**

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

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

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

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