



Amendment No. 4  
to  
Contract No. MA 9100 GA120000052  
for  
Microchips, Scanners, and an Online Database  
between  
Intervet Inc dba Merck Animal Health  
and the  
City of Austin

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

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

- 2.0 Effective March 5, 2018, the term for the hold over will be May 25, 2018 to September 24, 2018.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

<b>Term</b>	<b>Contract Amount for the Item</b>	<b>Total Contract Amount</b>
Basic Term: 05/25/2012- 05/24/2015	\$309,400.00	\$309,400.00
Amendment 1: Option 1 05/25/2015- 05/24/2016	\$146,880.00	\$456,280.00
Amendment 2: Option 2 05/25/2016- 05/24/2017	\$176,256.00	\$632,536.00
Amendment 3: Option 3 05/25/2017- 05/24/2018	\$211,508.00	\$844,044.00

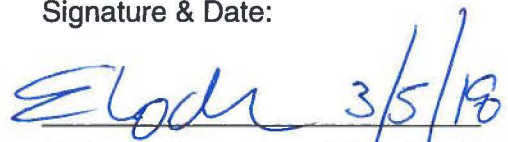
Amendment 4: 120-Day Holdover 05/25/2018- 09/22/2018	\$0.00	\$844,044.00
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4.0 MBE/WBE goals were not established for this contract.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

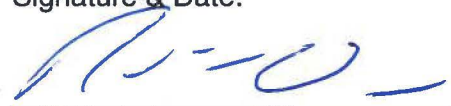
BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

 3/5/18

Liz Lock, Procurement Specialist II  
City of Austin Purchasing Office

Signature & Date:



Matthew Duree, Procurement Supervisor  
City of Austin Purchasing Office



Amendment No. 3  
to  
Contract No. GA120000052  
for  
Microchips, Scanners, and an Online Database  
Between  
Intervet Inc.  
dba Merck Animal Health  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective May 25, 2017 to May 24, 2018. Zero options remain.
- 2.0 The total Contract amount is increased by \$211,508.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/25/12 – 05/24/15	\$309,400.00	\$309,400.00
Amendment No. 1: Option 1 05/25/15 – 05/24/16	\$146,880.00	\$456,280.00
Amendment No. 2: Option 2 05/25/16 – 05/24/17	\$176,256.00	\$632,536.00
Amendment No. 3: Option 3 05/25/17 – 05/24/18	\$211,508.00	\$844,044.00

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

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

Signature: Rick Toth

Printed Name:  
Authorized Representative

RICK TOTH

Intervet Inc.  
dba Merck Animal Health  
29160 Intervet Lane  
Millsboro, DE 19966  
Rick Toth  
[Richard.toth@merck.com](mailto:Richard.toth@merck.com)  
512-507-8134

Signature: Linell Goodin-Brown  
Linell Goodin-Brown, Contract Management Supervisor II  
City of Austin  
Purchasing Office 5-16-17



Amendment No. 2  
to  
Contract No. GA120000052  
for  
Microchips, Scanners, and an Online Database  
Between  
Intervet Inc.  
dba Merck Animal Health  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective May 25, 2016 to May 24, 2017. One option remains.
- 2.0 The total Contract amount is increased by \$176,256.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/25/12 – 05/24/15	\$309,400.00	\$309,400.00
Amendment No. 1: Option 1 05/25/15 – 05/24/16	\$146,880.00	\$456,280.00
Amendment No. 2: Option 2 05/25/16 – 05/24/17	\$176,256.00	\$632,536.00

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

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

Signature: Rick Toth

Printed Name: Rick Toth  
Authorized Representative

Signature: Linell Goodin-Brown  
Linell Goodin-Brown, Contract Compliance Supervisor 594  
City of Austin  
Purchasing Office

Intervet Inc.  
dba Merck Animal Health  
29160 Intervet Lane  
Millsboro, DE 19966



Amendment No. 1  
to  
Contract No. GA120000052  
for  
Microchips, Scanners, and an Online Database  
Between  
Intervet Inc.  
dba Merck Animal Health  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 25, 2015, the term for the extension option will be May 25, 2015 to May 24, 2016 and there are two remaining options.
- 2.0 The total Contract amount is increased by \$146,880.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/25/12 – 05/24/15	\$309,400.00	\$309,400.00
Amendment No. 1: Option 1 05/25/15 – 05/24/16	\$146,880.00	\$456,280.00

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

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

Signature: Rick Toth

Printed Name:  
Authorized Representative  
Rick Toth

Intervet Inc.  
dba Merck Animal Health  
29160 Intervet Lane  
Millsboro, DE 19966

Signature: Debbie DePaul 5/20/15

Debbie DePaul, Contract Compliance Supervisor  
City of Austin  
Purchasing Office



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

May 25, 2012

Merck Animal Health  
Rick Toth  
29160 Intervet Lane  
Millsboro, DE 19966

Dear Mr. Toth:

The City of Austin has approved the award and execution of a contract with your company for Microchips, Scanners, and an Online Database.

Responsible Department:	Health and Human Services – Animal Services
Department Contact Person:	Dr. Linda Czisny
Department Contact Email:	<a href="mailto:Linda.Czisny@austintexas.gov">Linda.Czisny@austintexas.gov</a>
Department Contact Telephone:	512-978-0581
Project Name:	Microchips, Scanners, and an Online Database
Contractor Name:	Merck Animal Health
Contract Number:	GA120000052
Contract Period:	05/25/12 – 05/24/15
Initial Contract Period Amount	\$309,400
Extension Options:	Three, 12-month extension options
Requisition Number:	9100 12012500182
Solicitation Number:	IFB EAG0211
Agenda Item Number:	48
Council Approval Date:	05/24/12

A copy of the contract has been attached.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Grace", with a long horizontal flourish extending to the right.

Erin Grace,  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Intervet Inc., dba Merck Animal Health ("Contractor")  
for  
Microchips, Scanners, and an Online Database  
GA120000052**

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

This Contract is between Merck Animal Health having offices at Millsboro, DE 19966 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number EAG0211.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), EAG0211 including all documents incorporated by reference
- 1.1.3 Merck Animal Health's Offer, dated 3/1/12, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

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

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

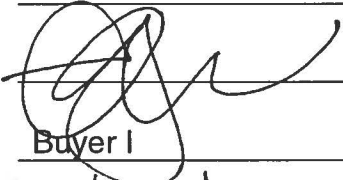
**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$309,400 for the initial Contract term and estimated amounts not to exceed \$146,880 for the first extension option, \$176,256 for the second extension option, and \$211,508 for the third extension option, for a total estimated contract amount not to exceed \$844,044. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.


This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and



understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

<b>CITY OF AUSTIN</b>	
Printed Name of Authorized Person:	Erin Grace
Signature:	
Title:	Buyer I
Date	5/24/12

<b>CITY OF AUSTIN</b>	
Printed Name of Authorized Person:	Steve Aden
Signature:	
Title:	Corporate Purchasing Manager
Date	5/24/12



**City of Austin**  
Purchasing Office

**Annual Contract for pet  
Microchip Implants with Optional  
Registration & Scanners**

**Formal Invitation for**  
**Bid #: IFB EAG0211**

Submitted by:  
**HomeAgain**, a division of Merck Inc.

**HOMEAGAIN**



**MERCK**  
Animal Health

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6. MBE/WBE Procurement Form
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## HOMEAGAIN

HomeAgain Inc.  
56 Livingston Ave  
Roseland, NJ 07068

March 1, 2012

City of Austin  
Purchasing Office  
124 W 8<sup>th</sup> St.  
Room 310  
Austin, TX 78701

Dear City of Austin,

Thank you for the opportunity to submit this bid for HomeAgain microchips. Listed below is a brief outline and accompanying documents detailing the benefits the City would receive upon becoming HomeAgain customers.

- HomeAgain 134 kHz microchips are ISO compliant (ISO is the International Organization for Standardization). 134 kHz is the frequency recommended by the AVMA, AAHA and HSUS (see attachment). As 134 kHz microchips are used by the majority of countries in the world pets are better protected while traveling abroad. We are also able to provide a 125 kHz microchip until inventories are depleted.
- HomeAgain microchips Bio Bond anti-migration technology forms a bond with the animal's subcutaneous tissues to help prevent migration. This means that over time there is a better chance of the microchip remaining at the implantation site and being picked up right away by a microchip scanner when the animal is found.
- HomeAgain microchips are loaded in 1 piece beveled, sterile, single-use syringes in fully disposable peel packs. Packaging also includes a yellow plastic ID tag that is embossed with the pet's unique microchip number and the phone number to contact the HomeAgain national database.

Items specific to the bid are:

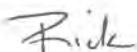
- Item 1: The shelter will receive HomeAgain 134 kHz (#091739) microchips. All HomeAgain microchips feature Bio-Bond technology, with syringe. The 134 kHz microchip is recognized internationally, and is the microchip used exclusively by the United States Armed Forces. These microchips are priced at \$5.00 each. Pricing is net 30. Pricing includes shipping and handling charges, or is F.O.B. destination. Delivery will be made within 72-96 hrs after receipt of order to delivery location: Austin Animal Center, 7201-A Levander Loop, Austin, TX 78702
- Item 2: The shelter will receive HomeAgain Universal Scanners (#098480). The scanners on this bid package are priced at \$100 each for the duration of the contract. Pricing is net 30. Pricing includes shipping and handling charges, or is F.O.B. destination. Delivery will be made within 72-96 hrs after receipt of order to delivery location: Austin Animal Center, 7201-A Levander Loop, Austin, TX 78702
  - These scanners detect and read all frequencies of microchips on the market today (125kHz, 128kHz, and 134kHz). The scanner features include:
    - reads and displays all microchips in one second
    - has an audible indicator that confirms chip presence
    - has an LCD numerical display for ID number
    - Auto shut off feature to prolong battery life
    - 2 year warranty
  - *\*In a field trial comparing microchip scanners on the market (see attached study) the HomeAgain scanner performed the best with sensitivities  $\geq 93.6\%$  for all 6 brands of microchips tested.*
- Item 3: On-line Registration of Microchips Database Information
  - [www.HomeAgain.com](http://www.HomeAgain.com)

In addition to the bid information listed above, HomeAgain offers

- Staff education on microchipping and scanning is available online at no cost through the American Animal Hospital Association (see attachment)
- In house training for the staff on microchipping, scanning, and the HomeAgain program and will also be available to provide ongoing support to the shelter.

The company strives to provide the most comprehensive program to animal shelters and bring valuable benefits to the shelter, the animals being adopted and the new owners. Please do not hesitate to call with any questions.

Sincerely,



**Rick Toth**  
Merck Animal Health



Cell: 512-507-8134

Fax: 512-342-8954

email: [Richard.toth@merck.com](mailto:Richard.toth@merck.com)



# CITY OF AUSTIN, TEXAS

Original

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: EAG0211

COMMODITY/SERVICE DESCRIPTION: Microchips, Scanners, and Online Database

DATE ISSUED: February 13, 2012

REQUISITION NO.: 9100 - 12012500182

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 96206

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:

BID DUE PRIOR TO: Tuesday, March 6, 2012, 2:00 PM, local time

Erin Grace

Buyer I

Phone: (512) 972-4017

BID OPENING TIME AND DATE: Tuesday, March 6, 2012, 2:15 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

<http://www.ci.austin.tx.us/purchase/bidopenings.htm>

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

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

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

### SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER

OFFER SUBMITTED BY

*Rich Toth*

Signature of Person Authorized to Sign Offer

*Rich Toth / ANIMAL CARE MANAGER*

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

FEDERAL TAX ID NO. [REDACTED]

Date: 3-1-2012

Company Name: MERCK ANIMAL HEALTH

Address: 29160 INTERVET LN

City, State, Zip Code MILLSBORO, DE 19966

Phone No. (512) 507-8134

Fax No. (512) 342-8954

Email Address: RICHARD.TOTH@MERCK.COM

**BID SHEET  
CITY OF AUSTIN  
MICROCHIPS, SCANNERS, AND ONLINE REGISTRATION**

**BID NO.** IFB EAG0211

**DATE:** 02/13/11

**BUYER:** Erin Grace

**Copies of Bid:** Vendor must submit one signed original bid and one copy.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MICROCHIPS MANUFACTURER AND MODEL #: <b>HomeAgain</b> ISO compliant, 134.2 kHz Universal WorldChlp, "Unregistered" non-encrypted, one piece, preloaded, sterile applicator Patented Bio-Bond Anti-migration technology # 091739	14,000	EA	\$5.00	\$70,000.00
2	UNIVERSAL SCANNERS MANUFACTURER AND MODEL #: <b>HomeAgain</b> Universal WorldScan Reader Detects and displays the ID codes of ALL brands of Microchips # 098480	30	EA	\$100.00	\$3,000.00
3	ONLINE REGISTRATION OF MICROCHIPS DATABASE(S): <b>www.HomeAgain.com</b>	14,000	EA	no charge	
<b>TOTAL BID</b>					<b>\$73,000.00</b>

FOR INFORMATIONAL PURPOSES ONLY; THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL BIDDER IN THE FUTURE THAT ARE NOT LISTED ON THIS BID SHEET. INDICATE THE DISCOUNT FROM MANUFACTURER'S SUGGESTED RETAIL PRICE FOR THESE ITEMS OR SERVICES.   0   % FROM MSRP

BIDDER'S BEST DELIVERY IS 3-5 Business CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED FOB Destination

DELIVERY METHOD: UPS or Common Carrier

COMPANY NAME: **Merck Animal Health**

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Rick Toth

PRINTED NAME: Rick Toth

EMAIL ADDRESS: Richard.Toth@Merck.com

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

**Please Complete and Return This Form with the Offer**

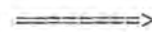
Solicitation Number:

Offeror's Name

Date

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

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



Company's Name	<input type="text" value="City Of Ausitn"/>		
Name of Contact	<input type="text" value="Erin Grace"/>	Contact Title	<input type="text" value="Buyer 1"/>
Present Address	<input type="text" value="PO Box 1088"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78767"/>
Telephone Number	<input type="text" value="(512) 972-4017"/>	FAX Number	<input type="text" value="(512) 972-4015"/>
Email Address	<input type="text" value="erin.grace@austintexas.gov"/>		

Company's Name	<input type="text" value="Houston SPCA"/>		
Name of Contact	<input type="text" value="Travis Crisman"/>	Contact Title	<input type="text" value="Shelter Manager"/>
Present Address	<input type="text" value="900 Portway Dr"/>		
City	<input type="text" value="Houston"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="77024"/>
Telephone Number	<input type="text" value="(712) 869-7722"/>	FAX Number	<input type="text" value="(713) 861-3020"/>
Email Address	<input type="text" value="tcrisman@houstonspca.org"/>		

Company's Name	<input type="text" value="Texas SPCA"/>		
Name of Contact	<input type="text" value="Holly Tichansky"/>	Contact Title	<input type="text" value="shelter manager"/>
Present Address	<input type="text" value="2400 Lone Star Dr"/>		
City	<input type="text" value="Dallas"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="75212"/>
Telephone Number	<input type="text" value="(214) 742-7722"/>	FAX Number	<input type="text" value="(214) 461-1801"/>
Email Address	<input type="text" value="htichansky@spca.org"/>		



Company's Name	Franklin County (Ohio) Animal Care and Control		
Name of Contact	Debbie Finelli	Contact Title	Assistant Director
Present Address	4340 Tamarack Blvd		
City	Columbus	State	Ohio Zip Code 43229
Telephone Number	(614) 525-3485	FAX Number	
Email Address	dlfinell@franklincountyohio.gov		

Company's Name	Lexington Humane Society		
Name of Contact	Christian Nash	Contact Title	Manager of Animal Health
Present Address	1600 Old Frankfort Pike		
City	Lexington	State	Kentucky Zip Code 40504
Telephone Number	(859) 255-9033	FAX Number	
Email Address	cnash@lfacc.org		

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

SOLICITATION NO EAG0211

City of Austin, Texas  
Human Rights Commission

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

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

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

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

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

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

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

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

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

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

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1<sup>ST</sup> day of March, 2012.

CONTRACTOR	<u>Merck Animal Health</u>
Authorized Signature	<u>Rick Toth</u>
Title	<u>Animal Care Manager</u>

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. EAG0211

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

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

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px;">Merck Animal Health</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 20px;">Rick Toth</div>	Date:	<div style="border: 1px solid black; min-height: 20px;">3-1-12</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Rick Toth</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">Animal Care Manager</div>		

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAG0211  
FOR

Microchips, Scanners, and Online Database

**State of Texas**

**County of Travis**

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

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

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



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

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

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

Offeror's  
Explanation:

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

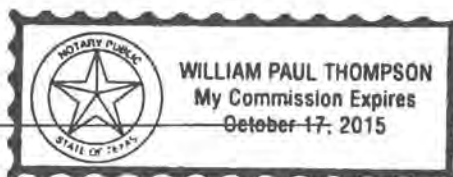
Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Merck Animal Health</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Rick Toth</div>
Title:	<div style="border: 1px solid black; padding: 2px;">Animal Care Manager</div>

*Rick Toth*

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 27 day of February, 2012.

*William Paul Thompson*  
Notary Public



My Commission Expires Oct 17, 2015

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. EAG0211**

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

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

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

- B. If the Bidder is 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? ☐ Yes ☒ No

Bidder's Name:	Merck Animal Health		
Signature of Officer or Authorized Representative:	<i>Rick Toth</i>	Date:	3-1-12
Printed Name:	Rick Toth		
Title:	Animal Care Manager		



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM**

SOLICITATION NUMBER: EAG0211  
PROJECT NAME: Microchips, Scanners, and Online Database

**NO GOALS FORM**

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

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

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

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

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

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

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

MERCK ANIMAL HEALTH  
Company Name

Rick Toth / ANIMAL CARE MANAGER  
Name and Title of Authorized Representative (Print or Type)

Rick Toth  
Signature

3-1-2012  
Date



**ADDENDUM  
INVITATION FOR BID  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

IFB No.: EAG0211

Addendum No: 1

Date of Addendum: February 15, 2012

- 1.0 This addendum is incorporating the following clarification to the above-referenced Invitation for Bid.

Please note the following clarification to Section 0500, Specifications, Item 3.1, first bullet point.  
This shall now read:

Microchips shall have an anti-migration property to ensure the chip doesn't move once it's administered.

- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

  
Erin Grace, Buyer I  
Purchasing Office

02/15/12  
Date

ACKNOWLEDGED BY:

MERCK ANIMAL HEALTH  
Vendor Name

  
Authorized Signature

3-8-2012  
Date

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



**ADDENDUM**  
**INVITATION FOR BID (IFB)**  
**PURCHASING OFFICE**  
**CITY OF AUSTIN, TEXAS**

IFB No.: EAG0211

Addendum No: 2

Date of Addendum: March 5, 2012

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

- 1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, March 14, 2012
- 1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, March 14, 2012
- 1.3 Section 0400 item 1, Explanations or Clarifications time/date is changed to 12:00 pm local time, Wednesday, March 7, 2012. Submit your questions in writing to Erin Grace, at [erin.grace@austintexas.gov](mailto:erin.grace@austintexas.gov) or 512-972-4015

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin Grace, Buyer  
Purchasing Office

03/05/12  
Date

ACKNOWLEDGED BY:

MERCK ANIMAL HEALTH  
Vendor Name

Rick Tott  
Authorized Signature

3-8-2012  
Date

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

CO= 0365266

U= K210000

EQUAL EMPLOYMENT OPPORTUNITY  
2010 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

## SECTION B - COMPANY IDENTIFICATION

1. MERCK & CO INC  
ONE MERCK DRIVE  
WHITEHOUSE STATION, NJ 08889

2.a. MERCK & CO., INC.  
29160 INTERVET LANE  
P.O. BOX 318  
MILLSBORO, DE 19966  
SUSSEX COUNTY

E.

## SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:037678216

## SECTION E - ESTABLISHMENT INFORMATION

NAICS: 325412 Pharmaceutical Preparation  
Manufacturing

## SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	29	2	0	2	0	0	19	0	0	0	0	0	52
PROFESSIONALS	1	0	23	2	0	0	0	0	26	0	0	2	0	0	54
TECHNICIANS	0	0	52	9	0	0	0	0	76	10	0	0	2	0	149
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	1	0	0	0	0	0	0	10	0	0	0	0	0	11
CRAFT WORKERS	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3
OPERATIVES	1	0	13	1	0	0	2	0	9	1	0	0	0	0	27
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	16	0	0	0	0	0	1	0	0	0	0	0	17
TOTAL	2	1	135	15	0	2	2	0	141	11	0	2	2	0	313
PREVIOUS REPORT TOTAL															

## SECTION F - REMARKS



# Summary of Field Studies Evaluating the Efficacy of Bio-Bond®

(A Porous Polymer Sheath, on Radio Frequency Identification (RFID) Transponders to Prevent Migration from a Known Implant Site)

*Dean Park and John Wieser*

*Destron Fearing Corporation, South Saint Paul, MN 55075 U.S.A*

*Editors: Martina A. Acosta DVM, MS and Vincent Chan, Ph.D*

## ABSTRACT

This study investigates the effect of placing Bio-Bond®, a porous polymer sheath, on Radio Frequency Identification (RFID) transponder implants (Fig. 1) to reduce migration from a known implant site. Two-year studies demonstrate that implanted Bio-Bond® transponders remain at a known implant site.

## INTRODUCTION

Migration of RFID transponder implants, defined as measurable movement from known and usual implant sites, is a cause of concern for regulatory and animal shelter personnel, attending veterinarians and, most importantly, pets owners. Earlier studies dealt specifically with tissue reaction to various foreign bodies placed in, on, or through the skin of laboratory animals.<sup>1,2,3,4,5</sup> One of these studies specifically addresses the tissue reaction to Bio-Bond® in laboratory mice. The scope of this study is restricted to evaluate the efficacy of Bio-Bond® in limiting the movement of RFID transponder implants in research facility beagles:

## METHODS

The Destron Fearing TXI400L transponder implant is a miniature, battery-free, passive device enclosed in a biocompatible glass receptacle. Bio-Bond®, a porous polypropylene polymer sheath is placed on these transponder implants (Fig. 1). Observations were made and documented that the Bio-Bond®, sheath fit snugly on the RFID device. These transponder implants were then placed in single use, disposable surgical cannula assemblies and sealed in Ty-Vek pouches and subjected to a FDA validated gas sterilization process. Beagle colony licensed veterinarians performed implantation with instructions for specific implant placement.

The RFID implants were specifically positioned subcutaneous, interscapular, mid dorsal on all test subjects. Spent packaging and cannula assemblies were discarded in an approved and acceptable manner. Periodic reading of all test subjects was done along the following protocol:

## TESTING PROTOCOL

1. Read all transponders 5 days post implantation.
2. Read all transponders 90 days post implantation.
3. Read randomly selected dogs 365 days, ~1 year, post implantation.
4. Read randomly selected dogs 550 days, ~18 months, post implantation.<sup>6</sup>
5. Read randomly selected dogs 730 days, ~2 years, post implantation.
6. Read randomly selected dogs periodically to maintain familiarity of kennel staff with reading equipment.
7. Sample sizes of subjects in No's 3 through 6 immediately above of sufficient size to eliminate sampling error.
8. When the number of subjects remaining from original population falls below 50 animals, all remaining subjects would be evaluated and results reported.

9. When number of subjects remaining from the original population falls below 30 animals, the study will be terminated because of statistical unreliability of the results due to number of subjects available from original pool.
10. Test subjects would be periodically sacrificed and histological evaluations done on tissue surrounding the RFID implant performed as results reported in rat and mice (Fig. 2 and Fig. 3).

This was done to evaluate retention, functionality, and evaluate incidence of migration for those implants that might be found within measurable distances from prescribed implant sites.

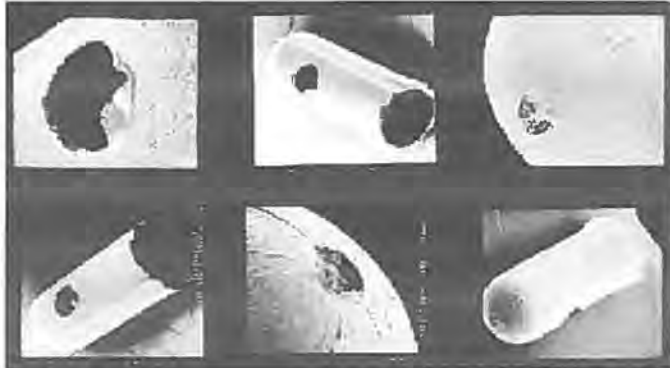


Figure 1:  
Electron Micrograph of BioBond®.

In December 1994, Destron Fearing TX1400L RFID implants fitted with Bio-Bond® were implanted in 148 beagles. Animals were fed and otherwise managed as normal residents of this research facility. This facility euthanizes a fixed number of animals annually to rotate their genetic program, which accounts for the reduction in test animals from 148 to the current 37. To fulfill the requirements laid out in testing protocol #5, in February 1997, transponder implants in 37 beagles were evaluated (read) and all were found to be fully functional in that they responded immediately to Destron Fearing RFID equipment. This represents all of the animals remaining from the original group and conforms to the Testing Protocol # 8 listed above. Various readers were used to ascertain the specific location of the transponder implant. All were found to be in the interscapular site where these individuals were fitted with the transponder implant. Results are reported in Table A.



Figure 2:

This photomicrograph of space in the subcutis of a research rat shows where microcapsule was removed after two years of implantation. Only a very thin rim of mature fibrous connective tissue was present surrounding the implant. No inflammatory reaction was present. The reaction is considered to be completely non-adverse. The panniculus muscle is seen at the top of the photograph.



Figure 3:

This photomicrograph of space in the subcutis of a research mouse shows where microcapsule was removed after 95 weeks of implantation. One or two connective cell layers surrounded the implant: collagen was absent from most areas. No inflammatory reaction was present. The reaction is considered to be completely non-adverse. The panniculus muscle is seen at the top of the photograph.



Number of subjects	Transponders found in interscapular region	Percent of Transponders evaluated in interscapular region
37	37	100

**Table A**

Summary of functional implanted identification transponder twenty-four (24) months after implantation.

Note: All RFID transponders were found to be fully functional (responded to appropriate reading equipment) and were located precisely in the interscapular region.

## DISCUSSION

Research has demonstrated that none of the transponder implants migrated from the implantation site. Knowing that the RFID transponder fitted with Bio-Bond®, did not migrate is important for developing and refining scanning techniques used in animal control and recovery agencies. Animal identification programs continue to gain sophistication and are becoming mandatory in progressive countries, states and cities. This is being done in the interest of disease control and eradication and to promote human safety. Knowledge that RFID transponders, particularly those fitted with Bio-Bond® will remain in usual implant sites is critical to development of reading equipment and procedures for people who routinely come into contact with unknown, potentially diseased dogs and cats.

Field tests conducted by the Animal Humane Association (AHA) and reported in early 1997, evaluated microchips implanted in dogs and cats in the United States. The published report concluded that reliable scanning equipment is available to read the various U.S. manufacturers implanted microchips.<sup>7</sup> The unreliability of equipment has long been recognized as a significant hindrance to the development of full-scale, mandatory animal identification programs centered around RFID transponder implants. Now animal control personnel will have reliable equipment at their disposal that will identify all major types of RFID implants. Further, has been demonstrated that there are proven methods to assure that the RFID implant will remain at the sight of implantation. This equipment and these assurances will provide the impetus for programs designed to educate the pet-owning public that electronic animal identification is now at a dependable level of sophistication that, until recently, has not been possible.

## ACKNOWLEDGEMENT

We acknowledge the cooperation and assistance of the management and staff at the beagle colony research center who facilitated this valuable and ongoing research work. In appreciation of the continued support of the veterinary medical and other animal health professionals, the Research and Development Department of Destron Fearing Corporation publishes these results as part of our commitment to the veterinary and scientific community

## REFERENCES

1. Brand KG (1982). Cancer associated with asbestosis schistosomiasis, foreign bodies or scars. In: Cancer a Comprehensive Treatise. Etiology: Chemical and Physical Carcinogenesis. FF Becker (ed.). Plenum Press New York. p.p. 671-682.
2. Brand KG, Johnson KH, and Buoan LC (1976). Foreign body tumorigenesis. CRC Crit. Rev. Toxicol. 4: 353-394.
3. Haseman JK, Huff JE, Rao GN, Arnold JE, Boorman GA, and McConnell EE (1985). Neoplasms observed in untreated and corn oil gavage control groups of F344/N rats and (C57BL/6N x C3H/HeN)F1 (B6C3F1) mice. J. Natl. Cancer Inst. 75:975-984.
4. Waalkes MP, Rehm S, Kasprzak KS, and Issaq HJ (1987). Inflammatory, proliferative and neoplastic lesions at the site of metallic identification ear tags in Wistar [CrI: (W1) BR] rats. Cancer res. 47: 2445-2540.
5. Rao GN and Edmondson J (1990). Connective tissue encapsulation of polypropylene implant. Tissue Reaction to an Implantable Identification Device in Mice. Toxicological Pathology ISSN: 0192-6233. 18: 412-416. 1. Park D, Wieser J, Chan V. (1996). Non-migration of Destron Fearing Implantable Microchips.
6. Olson PN, Fisher R, Petersdorf M. (1997) Results from the Field Test of Universal Microchip Scanners. AHA Shoptalk V5: 1-5,10,2

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# The Microchip World

## Recent Advances and Options for Shelters and Veterinarians

Linda K. Lord, DVM, PhD, Assistant Professor  
Department of Veterinary Preventive Medicine, The Ohio State University  
lord.19@osu.edu

### Introduction

Currently a national standard for microchip identification of companion animals does not exist in the United States (U.S.). Throughout much of the world, the International Organization for Standardization (ISO) standard of 134.2 kHz for radio frequency identification devices (RFID) has been adopted and implemented as the preferred or sole RFID technology for companion animals.<sup>1,2</sup> This standard has been endorsed by groups such as the American Veterinary Medical Association, the American Animal Hospital Association, the Humane Society of the United States, the American Society for the Prevention of Cruelty to Animals, and the Society of Animal Welfare Administrators, as well as the National Standards Institute (ANSI). In the U.S., however, the non-ISO 125 kHz microchip is still predominantly utilized.

With the majority of the current U.S. microchips functioning at 125 kHz, there are now 3 distinct frequencies in the U.S. market. In the last 2 years the 134.2 kHz ISO microchip as well as the 128 kHz microchip have been introduced into the U.S. In addition, the 125 kHz microchips can be encrypted, meaning they are read with a different communication protocol than the 125 kHz unencrypted microchips. With the introduction of multiple microchips operating at different frequencies as well as different communication protocols (i.e., encrypted vs. unencrypted), several universal scanners that can read or detect all three frequencies have been introduced. A functional radio frequency identification system is based on three core components, the microchip, a reader and a database that links the chip number to the pet owner. Based on global dynamics and the introduction of the 134.2 kHz ISO microchip in the U.S., many believe a move towards national adoption and implementation of the ISO standard is inevitable. However, regardless of whether this occurs or not, a robust, functional universal scanner is of paramount importance in bridging the current technological incompatibility that exists within the U.S.

There has been growing concern that the new universal scanners may not sufficiently or rapidly detect the presence of some microchips. In order to address this concern, the authors developed two studies to test the sensitivity of some of the scanners in the market for reading various brands of microchips operating at the different frequencies both in experimental and field conditions. Additional detail can be found in the published studies.<sup>3,4</sup> Findings for the field study conducted in the shelter environment are presented here.

### Microchip Scanner Sensitivity

The microchips were chosen for testing that represented the major manufacturers and frequencies in the U.S. The microchips evaluated were the Avid FriendChip microchip (encrypted 125 kHz), HomeAgain (Digital Angel) microchip (unencrypted 125 kHz), 24PetWatch (Allflex) microchip (unencrypted 125 kHz), American Kennel Club-Companion Animal Recovery (AKC-CAR) ID System (Trovan) microchip (128 kHz), Bayer ResQ (Datamars) microchip (134.2 kHz), and the HomeAgain (Digital Angel) microchip (134.2 kHz). For the 4 scanners included in the studies, the read (detect presence of microchip and read/display the number) and detection (detect presence of microchip only) capabilities are given in **Table 1**.

In the shelter study, at each of the 6 shelters, 440 dogs and cats were implanted with a microchip and 220 animals were used as controls. Each of the 6 shelters tested a different microchip brand. The people that were scanning in the study were blinded

as to whether an animal had a microchip and the order in which control or implanted animals were scanned was randomly assigned. In addition, the scanners were randomly assigned to different people for different animals to avoid any operator bias in the scanning process. All participants were trained by a study coordinator to follow proper scanning technique as described in **Table 2**.

The sensitivity (sensitivity defined as the percentage of successful scans (read or detected) for each scanner for each microchip) for each of the scanners for each microchip are given in **Table 3**.



COLLEGE OF  
VETERINARY MEDICINE



## Recent Advances and Options for Shelters and Veterinarians

### Maximizing the Success of Detecting a Microchip

Although no single scanner performs with 100% sensitivity, several key points can be made to optimize the effectiveness of the microchip scanning process:

- Use proper scanning technique and make sure all personnel are trained
- Scan an animal more than once. In the shelter environment, animals should be scanned at intake, at medical processing, before euthanasia, and before adoption
- Have a regular battery change schedule and use a high quality battery brand such as Energizer
- Avoid interference by scanning away from computers, metal tables and fluorescent lighting. Remove any metal collars prior to scanning

### Making the Registration Process Successful

A microchip without a current registration is an ineffective method for pet reunification. It is important that both shelters and veterinarians recognize and support the microchip registration process to maximize the likelihood of reuniting pets with their families. Several steps that shelters and veterinarians can take to help with microchip registration include:

- **NEVER** separate the microchip implantation process from the registration process with a national microchip registry. Whether or not you are a shelter or a veterinarian, you need to bundle microchip registration with microchip implantation. If at all possible, collect the information and process the registration for the client or adopter to make sure this step is performed.
- Consider contacting more than one registry if the manufacturer's registry doesn't have current registration information for a microchip. Microchips are registered with multiple registries and this may help to find the owner.
- If in a shelter environment, always contact the microchip registry for owner surrender animals as well as stray animals. Instances occur where the person surrendering the animal is not the original owner and the original owner still wants to reclaim their lost pet.
- If in a veterinary office, scan animals at the time of the annual wellness examination. Make sure the microchip is still functioning and remind owners to update their information.

### The Total Identification Package

Microchipping alone does not constitute a total identification package. To help maximize the likelihood of successful pet reunification, remember these points:

- Visual identification is the easiest method for pet reunification. Consider sending home collars and custom identification tags with adopters, placing a tag engraving machine in your lobby, and offering tags at any microchip clinics. Veterinarians can discuss visual identification with clients during the annual wellness examination.
- Educate your adopters and clients on the importance of pet identification and what to do if an animal becomes lost. Helpful brochures are available for this education.<sup>5</sup>

### References

1. International Organization for Standardization (ISO). ISO 11784 - Radio-frequency identification of animals - Code structure. Second edition. 1996-08-15.
2. International Organization for Standardization (ISO). ISO 11785 - Radio-frequency identification of animals - Technical concept. First edition. 1996-10-15.
3. Lord, LK, Pennell, ML, Ingwersen, W, Fisher, RA, Workman, JD. In vitro sensitivity of commercial scanners to microchips of various frequencies. *Journal of the American Veterinary Medical Association*. 2008 Dec 1;233(11):1723-28.
4. Lord, LK, Pennell, ML, Ingwersen, W, Fisher, RA. Sensitivity of commercial scanners to microchips of various frequencies implanted in dogs and cats. *Journal of the American Veterinary Medical Association*. 2008 Dec 1;233(11):1729-35.
5. "Plan for a Happy Reunion" pet identification brochure. Available at: [vet.osu.edu/brochures](http://vet.osu.edu/brochures).

### Other Resources

#### AVMA

- Objectives and Key Elements Needed for Effective Electronic ID  
[avma.org/issues/policy/electronic\\_identification.asp](http://avma.org/issues/policy/electronic_identification.asp)
- Backgrounder  
[avma.org/issues/microchipping/microchipping\\_bgnd.asp](http://avma.org/issues/microchipping/microchipping_bgnd.asp)
- Frequently asked questions  
[avma.org/issues/microchipping/microchipping\\_faqs.asp](http://avma.org/issues/microchipping/microchipping_faqs.asp)

#### WSAVA

[wsava.org/MicrochipID.htm](http://wsava.org/MicrochipID.htm)

#### AAHA Training

[aahanet.org/education/microchip\\_scanning.aspx](http://aahanet.org/education/microchip_scanning.aspx)

#### OSU Brochures

[vet.osu.edu/brochures](http://vet.osu.edu/brochures)



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## Recent Advances and Options for Shelters and Veterinarians

**Table 3.**

**Sensitivity of scanners in detecting 6 different microchips in shelters.**

Microchip	% Read/Detected (95% Confidence Interval)			
	AKC	Avid	HomeAgain	Bayer
24 PetWatch (125 kHz)	66.6 (62.2, 71.0)	99.6 (98.9, 100.0)	93.6 (91.3, 95.9)	88.2 (85.2, 91.2)
Avid (125 kHz)	75.0 (71.0, 79.1)	98.2 (96.9, 99.4)	95.9 (94.1, 97.8)	92.1 (89.5, 94.6)
Home Again (125 kHz)	66.4 (62.0, 70.9)	97.3 (95.7, 98.8)	95.6 (93.8, 97.6)	97.0 (95.4, 98.6)
AKC (128 kHz)	98.9 (97.9, 99.9)	*	95.2 (93.2, 97.2)	97.0 (95.4, 98.6)
Bayer (134.2 kHz)	95.9 (94.0, 97.8)	*	94.8 (92.7, 96.8)	98.4 (97.2, 99.6)
Home Again (134.2 kHz)	96.8 (95.2, 98.5)	*	98.4 (97.2, 99.6)	98.4 (97.2, 99.6)

\* Does not detect

### Study Support

The microchip studies<sup>3,4</sup> were funded by (in alphabetical order) American Animal Hospital Association, American Kennel Club Companion Animal Recovery, American Society of Veterinary Medical Association Executives, Bayer HealthCare LLC, Schering-Plough Home- Again LLC, and the Society of Animal Welfare Administrators.

The six participating shelters in the microchip studies were the Animal Protective League (Cleveland, OH), Charlotte-Mecklenburg Animal Control (Charlotte, NC), Dumb Friends League (Denver, CO), Humane Society of Broward County (Fort Lauderdale, FL), Maricopa County Animal Care and Control (Phoenix, AZ), and the Michigan Humane Society (Bingham Farms, MI).



COLLEGE OF  
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# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** EAG0211

**COMMODITY/SERVICE DESCRIPTION:** Microchips, Scanners, and Online Database

**DATE ISSUED:** February 13, 2012

**REQUISITION NO.:** 9100 - 12012500182

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 96206

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**BID DUE PRIOR TO:** Tuesday, March 6, 2012, 2:00 PM, local time

Erin Grace

**BID OPENING TIME AND DATE:** Tuesday, March 6, 2012, 2:15 PM, local time

Buyer I

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**Phone:** (512) 972-4017

**LIVE BID OPENING ONLINE:**

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

<http://www.ci.austin.tx.us/purchase/bidopenings.htm>

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

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

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

**SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER**

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

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

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (      )

**Fax No.** (      )

**Email Address:** \_\_\_\_\_

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.ci.austin.tx.us/purchase/standard.htm">http://www.ci.austin.tx.us/purchase/standard.htm</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	1
0600	BID SHEET	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

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

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

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

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

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

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

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

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

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

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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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



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13. **PAYMENT:**

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

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

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

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

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

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

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

**19. WARRANTY-PRICE:**

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

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

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

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

- A. Recycled deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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

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



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

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

**31. INDEMNITY:**

A. Definitions:

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

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

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

A. General Requirements.

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

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

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

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

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

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

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- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

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shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.



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- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

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

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

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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

**55. EQUAL OPPORTUNITY**

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

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

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

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

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

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*On November 10, 2011, the City issued Ordinance 20111110-052, effective December 1, 2011, revising Section 2-7 of the City Code for Anti-Lobbying. References in this solicitation package to the prior ordinance, 20071206-045, should be understood to refer, instead, to the new ordinance. In addition, the new Ordinance may be viewed online at <http://www.ci.austin.tx.us/edims/document.cfm?id=161145> and the rules for enforcement may be viewed online at [http://www.ci.austin.tx.us/financeonline/downloads/revised\\_notice\\_of\\_amended\\_rule\\_adoption\\_R2011-COA-1.pdf](http://www.ci.austin.tx.us/financeonline/downloads/revised_notice_of_amended_rule_adoption_R2011-COA-1.pdf)*

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Thursday, February 23<sup>rd</sup>, 2012, 11:00 AM, local time, by email to [erin.grace@austintexas.gov](mailto:erin.grace@austintexas.gov), or by fax to 512-972-4015.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will NOT be considered.

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

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

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

City of Austin Purchasing Office  
Attn: Insurance Coordinator  
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.

**CITY OF AUSTIN  
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- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

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



**CITY OF AUSTIN  
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Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

**4. 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD

**5. 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.

**6. DELIVERY REQUIREMENTS**

Location:

Austin Animal Center

7201-A Levander Loop

Austin, TX 78702

Days:

Monday – Friday, 12 PM – 6 PM

- A. Delivery is to be made within 7 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

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PURCHASING OFFICE  
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- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Health and Human Services Department
Attn:	Accounts Payable
Address	P.O. Box 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.

**8. SAMPLES – EXACT REPLICA**

- A. The Offeror shall submit an exact replica of the microchip, scanner, and access to the online database website to be provided per specification. This sample shall be provided within 7 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Animal Center
Address	7201-A Levander Loop
City, State Zip Code	Austin, TX 78702
Attn:	Dr. Czisny

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

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

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

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

10. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

- B. **Price Increases**

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

- (1) an itemized, revised price list with the effective date of the proposed increase;
    - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) Table 6 - Producer price indexes and percent changes for commodity groupings and individual items, not seasonally adjusted 156, Medical, Surgical, and Personal Aid devices (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager 60 days prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices

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

currently in effect, negotiate an acceptable increase with the City or terminate the contract.

- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

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

**11. 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.

**12. 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:

Dr. Linda Czisny

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[Linda.czisny@austintexas.gov](mailto:Linda.czisny@austintexas.gov)

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512-978-0581

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

\*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.



**CITY OF AUSTIN  
HEALTH AND HUMAN SERVICES DEPARTMENT  
SPECIFICATION FOR  
MICROCHIPS, SCANNERS, and ONLINE DATABASE FOR AUSTIN ANIMAL CENTER**

**1.0 PURPOSE**

This Invitation for Bid (IFB) is to establish a thirty six (36)-month requirements supply agreement for microchips, scanners, and an online database system for animals at the Austin Animal Center (AAC) with an option to extend for up to three (3) additional twelve (12)-month periods.

Bidders are required to be able to provide all items and submit a firm, fixed cost in section 0600.

**2.0 BACKGROUND INFORMATION**

All dogs, puppies, cats, and kittens brought into the AAC are scanned to see if they have a microchip. The microchip provides identification for the animals to be returned back to the pet owners. If an animal is found to be without a microchip, the animal gets a microchip inserted in-between their shoulder blades and registered to the AAC. This contract will be to supply the AAC with the microchips, scanners, and online database to track the microchipped animals.

During the last 12-month period, the AAC ordered approximately 14,000 microchips and 30 scanners.

**3.0 REQUIREMENTS**

Vendor must list five references on the section 0700 reference sheet of businesses or shelters for which they have provided the approximate yearly quantity of microchips and scanners each year, over the last three years.

**3.1 Microchips**

- Must have an anti-migration cap on the chip so the chip doesn't move once it's administered
- Microchip should come in one piece, preloaded, and in a sterile applicator
- Microchip shall be non-encrypted
- Microchip shall be 134 kHz
- Microchip shall be the "unregistered" version

**3.2 Scanners**

Scanners must be universal and detect all microchip frequencies commonly used in the United States. Forward or backward reading scanners that are not universal will NOT be accepted. All scanners shall come with a two year warranty at no cost to the AAC.

**3.3 Registration**

Vendor must be able to offer online registration to register each microchip on a national pet recovery database. Database must be able to allow customers to make changes, update information, etc. and shall be available 365 days a year, 24 hours a day.

**4.0 Delivery Location**

Austin Animal Center  
7201-A Levander Loop  
Austin, TX 78702

**5.0 Additional Information**

- 5.1** Quantities listed on the bid sheet are subject to change based on shelter operations and needs, and are to be used as an estimate only.
- 5.2** The City reserves the right to purchase more or less than the quantities listed on the bid sheet.
- 5.3** The cost of the microchips and scanners must be inclusive of any additional costs such as delivery, shipping and handling, etc.

**BID SHEET  
CITY OF AUSTIN  
MICROCHIPS, SCANNERS, AND ONLINE REGISTRATION**

**BID NO.** IFB EAG0211

**DATE:** 02/13/11

**BUYER:** Erin Grace

**Copies of Bid:** Vendor must submit one signed original bid and one copy.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MICROCHIPS MANUFACTURER AND MODEL #: _____	14,000	EA		
2	UNIVERSAL SCANNERS MANUFACTURER AND MODEL #: _____	30	EA		
3	ONLINE REGISTRATION OF MICROCHIPS DATABASE(S): _____	14,000	EA		
<b>TOTAL BID</b>					

FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL ITEMS OR SERVICES FROM THE SUCCESSFUL BIDDER IN THE FUTURE THAT ARE NOT LISTED ON THIS BID SHEET. INDICATE THE DISCOUNT FROM MANUFACTURER'S SUGGESTED RETAIL PRICE FOR THESE ITEMS OR SERVICES. \_\_\_\_\_% FROM MSRP

BIDDER'S BEST DELIVERY IS \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**BID SHEET  
CITY OF AUSTIN  
MICROCHIPS, SCANNERS, AND ONLINE REGISTRATION**

EMAIL ADDRESS: \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name

Date

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

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

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

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

SOLICITATION NO EAG0211

City of Austin, Texas  
Human Rights Commission

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

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

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

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

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

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

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

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



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

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

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. EAG0211

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

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

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAG0211  
FOR

Microchips, Scanners, and Online Database

State of Texas

County of Travis

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

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

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

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

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

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

Offeror's  
Explanation:

--

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

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>
Title:	<div style="border: 1px solid black; height: 20px;"></div>

\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
SOLICITATION NO. EAG0211

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

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

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

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM**

SOLICITATION NUMBER:	EAG0211
PROJECT NAME:	Microchips, Scanners, and Online Database

**NO GOALS FORM**

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

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

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

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

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

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

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

\_\_\_\_\_  
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:	EAG0211
PROJECT NAME:	Microchips, Scanners, and Online Database

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

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

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

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

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

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:** EAG0211

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 96206

**DESCRIPTION:** Microchips, Scanners, and Online Database

Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

Cannot meet the Scope of Work / Specifications.

Cannot provide required Insurance.

Cannot provide required Bonding.

Job too small.

Job too large.

Do not wish to do business with the City. Remove my company from the City's Vendor list.

Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title



**ADDENDUM  
INVITATION FOR BID  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0211**

**Addendum No: 1**

**Date of Addendum: February 15, 2012**

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- 1.0 This addendum is incorporating the following clarification to the above-referenced Invitation for Bid.


Please note the following clarification to Section 0500, Specifications, Item 3.1, first bullet point. This shall now read:

Microchips shall have an anti-migration property to ensure the chip doesn't move once it's administered.

- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

  
Erin Grace, Buyer I  
Purchasing Office

02/15/12  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0211**

**Addendum No: 2**

**Date of Addendum:** March 5, 2012

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1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

- 1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, March 14, 2012
- 1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, March 14, 2012
- 1.3 Section 0400 item 1, Explanations or Clarifications time/date is changed to 12:00 pm local time, Wednesday, March 7, 2012. Submit your questions in writing to Erin Grace, at [erin.grace@austintexas.gov](mailto:erin.grace@austintexas.gov) or 512-972-4015

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin Grace, Buyer  
Purchasing Office

03/05/12  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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





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

FROM: Erin Grace, Buyer I  
Purchasing Office

DATE: February 1, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. IFB EAG0211

Project Name: Microchips, Scanners, and Online Database

Commodity Code(s): 96206

Estimated Value: \$70,000 Annually

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

X No Goals (Goal of 0%)

This determination is based on the following reason:

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

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017.

☒ Approval is hereby granted to use the above Goals.

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

a. Goals: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

b. Subgoals: \_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic

\_\_\_\_\_ % Native/Asian American \_\_\_\_\_ % WBE

This determination is based on the following reasons:

*This is a supply agreement for microchips, scanners and database for the*

*Ameli D*  
Veronica Lara, Director *in behalf of*

Date: 2/1/2012