



Amendment No. 6
to
Contract No. NA140000024
for
Mobile pet sterilization and other services
between
Emancipet
and the
City of Austin

- 1.0 The City hereby exercises a holdover provision of the above referenced contract for a period of seven (7) days.
- 2.0 Effective March 9, 2020, an Administrative Increase of \$61,000.00 will be added to the Total Contract Amount.

Term	Action Amount	Total Contract Amount
Initial Term: 11/08/13 - 11/07/16	\$ 2,356,936.00	\$ 2,356,936.00
Amendment No. 1: Option 1 11/08/16 - 11/07/17	\$ 939,926.00	\$ 3,296,862.00
Amendment No. 2: Option 2 11/08/17 - 11/07/18	\$ 1,026,086.00	\$ 4,322,948.00
Amendment No. 3: Option 3 11/08/18 - 11/07/19 Price changes effective 11/08/19	\$ 1,120,079.00	\$ 5,443,027.00
Amendment No. 4: Holdover 11/7/19 - 3/6/20	\$ 0.00	\$ 5,443,027.00
Amendment No. 5: Holdover 3/6/20 - 3/13/20	\$ 0.00	\$ 5,443,027.00
Amendment No. 6: Administrative Increase 3/9/20	\$ 61,000.00	\$ 5,504,027.00

- 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 (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: Rebecca Cross

Printed Name: Rebecca Cross

Signature: Matthew Duree

Printed Name: Matthew Duree

Authorized Representative
Emancipet, Inc.
7010 Easy Wind Drive
Austin, TX 78752

Matthew Duree, Purchasing Manager
City of Austin Purchasing Office
124 West 8th Street, Ste 310
Austin, TX 78767



Amendment No. 5
to
Contract No. NA140000024
for
Mobile pet sterilization and other services
between
Emancipet
and the
City of Austin

- 1.0 The City hereby exercises a holdover provision of the above referenced contract for a period of seven (7) days.
- 2.0 Effective March 6, 2020, the term for the holdover will be March 6, 2020 to March 13, 2020.

Term	Action Amount	Total Contract Amount
Initial Term: 11/08/13 - 11/07/16	\$ 2,356,936.00	\$ 2,356,936.00
Amendment No. 1: Option 1 11/08/16 - 11/07/17	\$ 939,926.00	\$ 3,296,862.00
Amendment No. 2: Option 2 11/08/17 - 11/07/18	\$ 1,026,086.00	\$ 4,322,948.00
Amendment No. 3: Option 3 11/08/18 - 11/07/19 Price changes effective 11/08/19	\$ 1,120,079.00	\$ 5,443,027.00
Amendment No. 4: Holdover 11/7/19 - 3/6/20	\$0.00	\$ 5,443,027.00
Amendment No. 5: Holdover 3/6/20 - 3/13/20	\$0.00	\$ 5,443,027.00

- 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 (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: Rabecca Cross

Signature: Matthew Duree

Printed Name: Rabecca Cross

Printed Name: Matthew Duree

3-6-20

Authorized Representative
Emancipet, Inc.
7010 Easy Wind Drive
Austin, TX 78752

Matthew Duree, Purchasing Manager
City of Austin Purchasing Office
124 West 8th Street, Ste 310
Austin, TX 78767



Amendment No.4
to
Contract No. NA140000024
for
Mobile Pet Sterilization and other services
between
Emancipet, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover 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 holdover 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 August 26, 2019, the term for the holdover will be November 7, 2019 to March 6, 2020.

Initial Term: 11/08/13 – 11/07/17	\$2,356,936.00	\$2,356,936.00
Amendment No. 1: Option 1 11/08/19 – 11/07/18	\$939,926.00	\$3,296,862.00
Amendment No. 2: Option 2 11/08/17 – 11/07/18	\$1,026,086.00	\$4,322,948.00
Amendment No. 3: Option 3 11/08/18 – 11/07/19 Price changes effective 11/08/19	\$1,120,079.00	\$5,443,027.00
Amendment No. 4: Holdover 11/7/19 – 3/6/20	\$0.00	\$5,443,027.00

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

Signature: Rabecca Cross

Signature: Matthew Duree

Printed Name: Rabecca Cross

Printed Name: Matthew Duree

Authorized Representative
Emancipet, Inc.
7010 Easy Wind Drive
Austin, TX 78752

Matthew Duree, Purchasing Manager
City of Austin Purchasing Office
124 West 8th Street, Ste 310
Austin, TX 78767



Amendment No. 3
to
Contract No. NA140000024
for
Mobile pet sterilization and other services
between
Emancipet
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 8, 2018 to November 7, 2019. No extension options will remain.
- 2.0 The price increase submitted by Emancipet, Inc., is acceptable. The increase will include costs listed below. Effective date of this change is November 8, 2018.
- 3.0 The total contract amount is increased by \$1,120,079.00 for the extension option period. The total Contract authorization is recapped below:

Line Item No	Item Description	Old Cost Unit Price	New Cost Unit Price
1	Dog Spay	\$ 61.89	\$ 63.03
2	Dog Neuter	\$ 57.21	\$ 58.27
3	Cat Spay	\$ 42.25	\$ 43.03
4	Cat Neuter	\$ 27.99	\$ 28.51
5	Rabies Vaccine	\$ 7.73	\$ 7.98
6	DHPP Vaccine	\$ 11.63	\$ 12.10
7	Fluids	\$ 10.00	\$ 11.00
8	Heat/Early Pregnancy	\$ 10.00	\$ 11.00
9	Pregnancy, Near Full Term	\$ 25.00	\$ 27.50
10	Cryptorchid - Inguinal	\$ 10.00	\$ 11.00
11	Cryptorchid - Abdominal	\$ 25.00	\$ 27.50
12	Daily Minimum	\$ 1,275.00	\$ 1,402.50

Term	Action Amount	Total Contract Amount
Initial Term: 11/08/13 - 11/07/16	\$ 2,356,936.00	\$ 2,356,936.00
Amendment No. 1: Option 1 11/08/16 - 11/07/17	\$ 939,926.00	\$ 3,296,862.00
Amendment No. 2: Option 2 11/08/17 - 11/07/18	\$ 1,026,086.00	\$ 4,322,948.00
Amendment No. 3: Option 3 11/08/18 - 11/07/19	\$ 1,120,079.00	\$ 5,443,027.00

- 4.0 MBE/WBE goals were not established for this contract
- 5.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 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.

Sign/Date:



10.16.2018

Christy Mallinger
Chief Financial Officer

Emancipet, Inc
7010 Easy Wind Drive
Austin, TX 78752

Sign/Date:

 10-17-18

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

City of Austin Spay Neuter contract # NA140000024
 11.08.18 - 11.07.19 Emancipet, Inc.

<i>Procedure</i>	<i>Nov 2017 Price</i>	<i>Price Inc Rate</i>	<i>Price Increase</i>	<i>New Price Requested</i>	<i>Comments for BSL Increase</i>
Cat Neuter	\$27.99	1.85%	\$0.52	\$28.51	Change from opioid to NSAID pre-op protocol
Cat Spay	\$42.25	1.85%	\$0.78	\$43.03	Change from opioid to NSAID pre-op protocol
Dog Neuter	\$57.21	1.85%	\$1.06	\$58.27	Change from opioid to NSAID pre-op protocol
Dog Spay	\$61.89	1.85%	\$1.14	\$63.03	Change from opioid to NSAID pre-op protocol
Rabies Vaccine	\$7.73	1.85%	\$0.14	See below	Refer to change from 2013 pricing below
DHPP Vaccine	\$11.63	1.85%	\$0.22	See below	Refer to change from 2013 pricing below

BSL Rate ----> 1.85% Sep17-Aug18

Surgery procedures: Increase request based on new pre-operation drug protocol doubling the usage of NSAIDs (meloxicam) and decreasing the usage of opioids (hydromorphone) due to national opioid shortage.
 The new protocol increases the cost of our pre-op medication ranging from \$0.40 to \$2.00, per patient, based on weight of dog/cat

<i>Procedure/Item</i>	<i>Nov 2013 Price</i>	<i>Price Inc Rate</i>	<i>Price Increase</i>	<i>New Price Requested</i>	<i>Comments</i>
Rabies Vaccine	\$7.25	10.0%	\$0.73	\$7.98	Internal cost for a rabies vaccine dose has increased \$0.98 from October 2013 to present
DHPP Vaccine	\$11.00	10.0%	\$1.10	\$12.10	Internal cost for a distemper/parvo vaccine dose has increased \$3.58 from October 2013 to present
Fluids	\$10.00	10.0%	\$1.00	\$11.00	Internal cost for 1 Liter of lactated ringers (fluids) has increased \$4.41 from October 2013 to present
Heat/Early Pregnancy*	\$10.00	10.0%	\$1.00	\$11.00	Veterinarian daily cost of \$500.00 (without benefits), performing an average of 30 surgeries per day
Pregnancy, near full term*	\$25.00	10.0%	\$2.50	\$27.50	Veterinarian daily cost of \$500.00 (without benefits), performing an average of 30 surgeries per day
Cryptorchid - Inguinal	\$10.00	10.0%	\$1.00	\$11.00	Veterinarian daily cost of \$500.00 (without benefits), performing an average of 30 surgeries per day
Cryptorchid - Abdominal	\$25.00	10.0%	\$2.50	\$27.50	Veterinarian daily cost of \$500.00 (without benefits), performing an average of 30 surgeries per day
Daily Minimum	\$1,275.00	10.0%	\$127.50	\$1,402.50	Refer to page 2 of contract for daily minimum charge; Veterinary technicians staffed per day have increased from 6 to 8, at a minimum rate of \$13.03/hour (without benefits) Labor includes driving mobile clinic to/from site, set-up, patient intake/discharge, paperwork, data entry, surgery prep, recovery, vaccine & microchip administration

* Heat, Early Pregnancy and Pregnancy were blended at a \$12.00 price for the 2013 contract based on \$25.00 pregnancy pricing and \$10.00 heat/early pregnancy pricing

BSL Rate ----> 14.6% Nov13-Aug18 Max contract rate is 10%

Submitted by:
 Christy Mallinger, CFO
 09.20.18



Amendment No. 2
of
Contract No. NA140000024
for
Mobile Pet Sterilization Services
Between
Emancipet
and the
City of Austin

- 1.0 The City hereby accepts the increase as requested by Emancipet on November 3, 2017. Effective date of this change is November 8, 2017.

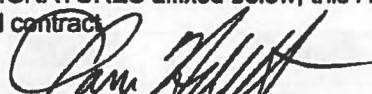
Line Item No.	Item Description	Old Cost Unit Price	New Cost Unit Price
1	Dog Spay	\$60.78	\$61.89
2	Dog Neuter	\$56.10	\$57.21
3	Cat Spay	\$41.14	\$42.25
4	Cat Neuter	\$27.12	\$27.99
5	Rabies Vaccine	\$7.25	\$7.73
6	DHPP Vaccine	\$11.00	\$11.63

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 8, 2017 to November 7, 2018. One option remains.
- 3.0 The total contract amount is increased by \$1,026,086.00 for the extension option period. The total Contract authorization is recapped below:

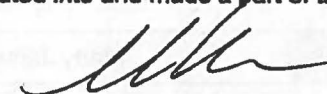
Term	Action Amount	Total Contract Amount
Basic Term: 11/08/13 – 11/07/16	\$2,356,936.00	\$2,356,936.00
Amendment No. 1: Option 1 11/08/16 – 11/07/17	\$939,926.00	\$3,296,862.00
Amendment No. 2: Option 2 11/08/2017 – 11/07/2018	\$1,026,086.00	\$4,322,948.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 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.
- 6.0 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: 
Printed Name: Ian Hallock
Authorized Representative

Emancipet, Inc.
7010 Easy Wind Dr
Austin TX, 78752

Signature:  10-07-2017

Marty James, Procurement Specialist II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Approved by: Linell Goodin-Brown 11-7-17

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



Amendment No. 1
of
Contract No. NA140000024
for
Mobile Pet Sterilization Services
Between
Emancipet
and the
City of Austin

- 1.0 The City hereby accepts the 10% (percent) increase as requested by Emancipet on November 7, 2016. Effective date of this change is November 8, 2016.

Line Item No.	Item Description	Old Cost Unit Price	New Cost Unit Price
1	Dog Spay	\$55.25	\$60.78
2	Dog Neuter	\$51.00	\$56.10
3	Cat Spay	\$37.40	\$41.14
4	Cat Neuter	\$24.65	\$27.12

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 8, 2016 to November 7, 2017. Two options remain.
- 3.0 The total contract amount is increased by \$939,926.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/08/13 – 11/07/16	\$2,356,936.00	\$2,356,936.00
Amendment No. 1: Option 1 11/08/16 – 11/07/17	\$939,926.00	\$3,296,862.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 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.
- 6.0 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:

Printed Name: Christy Mallinger
Authorized Representative

Emancipet, Inc.
7010 Easy Wind Dr
Austin TX, 78752

Signature:

Danielle Lord, Corporate Purchasing Manager
City of Austin
Purchasing Office



Financial and Administrative Service Department
Purchasing Office
P.O. Box 1088, Austin, Texas, 78767

November 8, 2013

Emancipet, Inc.
Christy Mallinger
7010 Easy Wind Dr.
Austin, TX 78752

Dear Ms. Mallinger:

The City of Austin has approved the award and execution of a contract with your company for Mobile Pet Sterilization Services.

Responsible Department:	Animal Services
Department Contact Person:	Joan Hamilton-Huber
Department Contact Email:	Joan.Hamilton-Huber@austintexas.gov
Department Contact Telephone:	512-978-0538
Project Name:	Mobile Pet Sterilization Services
Contractor Name:	Emancipet, Inc.
Contract Number:	NA140000024
Contract Period:	11/8/13 – 11/7/16
Contract Period Amount	\$2,356,936 for 36-months
Extension Options:	Three, 12-month options
Requisition Number:	NA
Solicitation Number:	RFP GAL0011
Agenda Item Number:	32
Council Approval Date:	11/7/13

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,

Erin D'Vincent
Purchasing Office

**Contract Between the City of Austin ("City")
and
Emancipet, Inc. ("Contractor")
for
Mobile Pet Sterilization Services**

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 Emancipet, Inc. having offices at 7010 Easy Wind Dr., Austin, TX 78752 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 GAL0011.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, GAL0011 including all documents incorporated by reference
- 1.1.3 Contractor's Offer, dated June 25, 2013, 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 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.

1.4 Compensation. The Contractor shall be paid a not to exceed amount of \$2,356,936 for the initial Contract term and a not to exceed amount of \$939,926 for the first extension option; an amount not to exceed \$1,026,086 for the second extension option; and an amount not to exceed \$1,120,079 for the third extension option for a total not to exceed Contract amount of \$5,443,025. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order. Charges for additional surgery/pain medicine beyond what was put in the bid sheet are attached hereto as Exhibit A.

1.5 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.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 **Invoices.** Section 5 A. of SDC0008 REBID 0400, Invoices and Payment, shall be modified such that Contractor shall submit invoices not more often than on a monthly basis. The invoices must contain the client's name, address, zip code, the veterinary services provided and the date, the City site or County site, and the microchip information along with the charges. This information must be back up documentation for a consolidated document/invoice.
- 1.6.2 **Microchips.** Contractor shall ensure that the microchips are registered with Home Again so that the City will be able to access the information.

- 1.6.3 **In-take Forms.** Contractor shall modify their intake and authorization forms to include a place on the forms to document that the client resides in Travis County since that is the only county authorized to receive the services.
- 1.6.4 **Take Home Instructions.** Contractor shall add to the take home instructions a sentence giving the client a phone number and/or email address where they can submit a complaint about the service they received. This is a requirement of the Travis County auditors.

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

EMANCIPET, INC.

CITY OF AUSTIN

Christy Mallinger
Printed Name of Authorized Person

Stephen T. Adew
Printed Name of Authorized Person


Signature


Signature

Chief Financial officer
Title:

Purchasing Manager
Title:

09/13/2013
Date:

11/8/13
Date:

Exhibit A

City of Austin Free Day Program: Additional Surgery/Pain Med Charges

	Surgical Add Ons				<u>Comments</u>
	<u>Female</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	
	<u>Canine</u>	<u>Canine</u>	<u>Feline</u>	<u>Feline</u>	
Sedation, No surgery	\$25.00	\$25.00	\$25.00		Unable to complete surgery after sedation
Atropine		based on weight			\$10 per mL
Wrap	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	
Wrap, XL	\$10.00	\$10.00			
In Heat	\$10.00		\$10.00		
Early Term Pregnancy	\$10.00		\$10.00		
Mid-Late Term Pregnancy	\$20.00		\$25.00		
Pyometra	\$20.00		\$40.00		Infection of the uterus
Mucometra	\$10.00		\$10.00		Mucus filled uterus
Cryptorchid, Inguinal		\$10.00		\$10.00	One undescended testicle in the groin area
Cryptorchid, Inguinal Bilateral		\$20.00		\$20.00	Two undescended testicles in the groin area
Cryptorchid, Abdominal		\$25.00		\$25.00	One undescended testicle in the abdomen
Cryptorchid, Abdominal Bilateral		\$50.00		\$50.00	Two undescended testicles in the abdomen

	Take Home Pain Medications		<u>Comments</u>
	<u>Canine</u>	<u>Feline</u>	
Tramadol, 2 days	\$ 4.00		Pills dosed per dog weight
Tramadol, 4 days	\$ 8.00		Pills dosed per dog weight
Metacam, 1 day	\$ 7.00		Oral pain medication for dogs under 5lbs
Buprenorphine, 3 days		\$ 7.00	Sustained Release Injection

NOTE: All surgeries include post-operative pain medication. Take home medications are an additional charge.

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: GAL0011

COMMODITY/SERVICE DESCRIPTION: MOBILE PET
STERILIZATION SERVICES

DATE ISSUED: MAY 27, 2013

REQUISITION NO.: N/A

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 AM ON
JUNE 10, 2013

COMMODITY CODE: 96186

LOCATION: AUSTIN ANIMAL CENTER
7201 LEVANDER LOOP
AUSTIN, TX 78702

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 3:00 PM ON JUNE 27, 2013

COMPLIANCE PLAN DUE PRIOR TO: N/A

GAGE LOOTS

Senior Buyer

Phone: (512) 972-4009

PROPOSAL CLOSING TIME AND DATE: 3:00 PM ON JUNE 27,
2013

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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 th 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, 3 SIGNED COPIES & 1 CD/FLASH DRIVE OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.



Signature of Person Authorized to Sign Offer

Christy Mallinger, CFO

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

FEDERAL TAX ID NO. [REDACTED]

Date: June 25, 2013

Company Name: Emancipet, Inc.

Address: 7010 Easy Wind Dr., Ste.

City, State, Zip Code: Austin, TX 78752

Phone No. (512) 587-7729

Fax No. (512) 501-6403

Email Address: christy.mallinger@emancipet.org

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

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 by check 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 2nd Street, 4th 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.

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- 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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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 no later than 8:00 AM on June 12, 2013. Submissions may be made via email to Gage.Loots@austintexas.gov, or via fax at (512) 972-4015.

2. **PRE-PROPOSAL MEETING** (attendance is optional)

Date & Location

June 10, 2013 at 10:00 AM

**Austin Animal Center
7201 Levander Loop
Austin, Texas 78702**

Information for Security:

Meeting Name: RFP GAL0011 Pre-Proposal Meeting

Organizer: Gage Loots

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 be mailed to the Contract Manager and to following address:

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

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These

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insurance coverage's are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form 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 Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (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.

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iv. Professional Liability

The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- 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.

4. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (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 THIRTY-SIX (36) MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. QUANTITIES

The quantities listed herein are annual estimates. 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 actually performed by the Contractor.

6. 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 sent to the below physical address or email address:

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City of Austin
Austin Animal Center
Attn: Animal Services Office
7201 Levander Loop
Austin, TX 78702

City of Austin
Austin Animal Center
Joan Hamilton-Huber
joan.hamilton-huber@austintexas.gov

- B. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. If the Contractor accepts payment by credit card, 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.

7. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first twelve (12) 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;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices

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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 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 thirty (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 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 five percent (10%) 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. Request for price decreases by the City will be based on the same documentation as price increase request. 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 thirty (30) calendar days above 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.

8. LIVING WAGES AND BENEFITS

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP GAL0011 – MOBILE PET STERILIZATION SERVICES**

to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT AWARD**

In anticipation of escalated usage during the term of the Contract, the City may award this Contract in not-to-exceed amounts that increase by twenty (20) percent annually.

11. **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:

Joan Hamilton-Huber
Phone: 512-978-0538
Email: joan.hamilton-huber@austintexas.gov

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

**SCOPE OF WORK
MOBILE PET STERILIZATION SERVICES
RFP GAL0011**

1.0. PURPOSE

The City of Austin ("City") seeks proposals from qualified Contractors to provide mobile animal sterilization and other animal services to low-income persons in Austin and Travis County.

Contractor shall provide all personnel, equipment, supplies and resources to perform the work under this Contract.

2.0 SCOPE OF WORK

2.1. Contractor shall screen pet owners to ensure that only Eligible Residents are provided services that will be paid for by the City. The City will not pay for these services if provided to Ineligible Residents. Eligible Residents are defined as:

2.1.1 Residents of Austin, TX and/or Travis County

2.2. Contractor shall provide services at locations specified and scheduled by the City.

2.3. Except for on City holidays, the Contractor shall provide services every Thursday, Friday, Saturday and other days as mutually agreed.

2.4. Contractor shall provide services between the hours of 8:00 a.m. to 6:00 p.m. or as mutually agreed.

2.5. Contractor shall provide the following services at no cost to Eligible Residents:

2.5.1 Sterilization of cats and dogs that are over eight (8) weeks of age and weigh at least two (2) pounds.

2.5.1.1 Contractor shall perform sterilization services regardless of whether there is vaccination history available.

2.5.1.2 Contractor may advise owners to postpone surgery on unvaccinated puppies; however, the Contractor shall not deny service owners who wish to have their unvaccinated puppies sterilized.

2.5.1.3 Contractor shall provide and administer anesthetic, dissolvable sutures, and pain medication. These costs shall be included in the unit price per sterilization procedure.

2.5.2 Rabies vaccination.

2.5.3 Distemper, Hepatitis, Parainfluenza, and Parvovirus (DHPP) vaccination for puppies aged eight (8) weeks to four (4) month old.

2.5.4 Microchip

2.5.4.1 Contractor shall supply and administer microchips.

**SCOPE OF WORK
MOBILE PET STERILIZATION SERVICES
RFP GAL0011**

- 2.5.4.2 Unless an alternate solution is proposed, the Contractor shall provide the City with a comprehensive and accurate monthly report of all pet microchip activities performed by the Contractor; including the owner's name, physical address, email address and phone number.
- 2.6. Contractor shall provide to the City on a monthly basis, all owner (name, address, phone number, and email) and pet information (name, breed, sex, and age) of clients and their owned pets using the mobile services under this Contract.
- 2.7. Contractor shall serve pet owners on a "first-come, first-served basis." Contractor shall ensure that a system is in place to identify the order of arrival so that "first-come, first-served" can be administered effectively and fairly. Contractor shall have a representative on location at least one (1) hour before the start of actual service hours in order to begin the registration process and avoid conflict among waiting pet owners.
- 2.8. Contractor is responsible for all animals left in their care. Unclaimed animals are the responsibility of the Contractor.
- 2.9. Contractor may, at its discretion and with the written consent of the City, offer additional veterinary services and products at the pet owners' expense.
 - 2.8.1 Examples of such services and products include ear cleaning, leashes, collars, name tags, shampoos, spot-on flea and tick products, heartworm prevention tablets, and other veterinary medicines and procedures.
 - 2.8.2 Contractor may provide the services specified in part 2.5 to Ineligible Residents at the pet owners' expense. The cost of such services shall not exceed those charged to the City for Eligible Residents.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP GAL0011**

1. **PROPOSAL FORMAT:**

Proposers shall submit their responses on the Proposal Sheet (Section 0705).

2. **PROPOSAL TERMS:**

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

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

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:

<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

C. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and sixty (160) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP GAL0011**

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

3. EXCEPTIONS:

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

If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Any exceptions should be submitted as an attachment to the Proposal Sheet (Section 0705).

4. PROPOSAL PREPARATION COSTS:

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

5. EVALUATION FACTORS AND AWARD

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

B. **Evaluation Factors:**

- i. 100 points.
 - a. Total Cost [as stated in the Proposal Sheet (Section 0705, Part 2)] – 50 points
 - b. Plan to Accomplish Work [Grasp of the requirement and its solution(s) as stated in the Proposal Sheet (Section 0705, Part 3)] – 20 points
 - c. Demonstrated Applicable Experience [as stated in the Proposal Sheet (Section 0705, Part 4)] – 10 points
 - d. Microchip Solution [as stated in the Proposal Sheet (Section 0705, Part 5)] – 5 points

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP GAL0011**

- e. Additional Services and/or Products [as stated in the Proposal Sheet (Section 0705, Part 6)] – 5 points
- f. Local Business Presence [reference the Solicitation Instructions (Section 0200, Part 12.C.2)] – 10 points

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

- ii. The City will score proposals based on items “a” through “e” above. The City may select a “short list” of up to six Proposers based on those scores. Short-listed Proposers may be invited for interviews and/or demonstrations with the City. The City reserves the right to rescore short-listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and cost after submission.

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Emancipet, Inc.					
Address	7201 Levander Loop, Bldg I+k; Austin, TX 78702					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	Yes	No	<input checked="" type="radio"/> Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Emancipet, Inc.					
Address	7010 Easy Wind Dr., Ste. 1 Austin, TX 78752					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Emanipet, Inc.					
Address	15803 Windermere Drive, Suite 205A, Pflugerville, TX 78660					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

ACKNOWLEDGEMENT


THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Christy Mallinger, Emancipet, Inc.



Signature, Authorized Representative of Offeror

Emancipet CFO

Title

June 25, 2013

Date

END

**PROPOSAL SHEET
CITY OF AUSTIN
MOBILE PET STERILIZATION SERVICES
SOLICITATION: RFP GAL0011 BUYER: GAGE LOOTS**

Proposers should input their responses to the sections below. If additional space is required by the Proposer or if the Proposer prefers, supplementary attachments may be included with a reference in the applicable section.

1

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

Christy Mallinger, CFO; Emancipet, Inc.; 7010 Easy Wind Dr., Ste. 260; Austin, TX 78752; (512) 587-7729

2

Cost: The Unit Prices below shall be the total cost charged to the City for the specified service. Reference the Scope of Work (Section 0500) for specific requirements.

ITEM	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Cat Neuter	2,000	EA	\$ 24.65	\$ 49,300.00
2	Cat Spay	2,600	EA	\$ 37.40	\$ 97,240.00
3	Dog Neuter	2,700	EA	\$ 51.00	\$ 137,700.00
4	Dog Spay	3,000	EA	\$ 55.25	\$ 165,750.00
5	Additional charge for pets in heat, pregnant, or cryptorchid	1,550	EA	\$ 12.00	\$ 18,600.00
6	Rabies Vaccination	11,500	EA	\$ 7.25	\$ 83,375.00
7	DHPP Vaccination for puppies eight (8) weeks to four (4) months of age	2,700	EA	\$ 11.00	\$ 29,700.00
8	Microchip (Supply & Administer)	8,500	EA	\$ 8.00	\$ 68,000.00
9	Fluids required for surgery (Supply & Administer)	60	EA	\$ 10.00	\$ 600.00
				TOTAL COST	\$ 650,265.00

Work Plan - Describe your firm's plan to accomplish the Scope of Work (Section 0500). Your work plan should be a detailed, written narrative of how your firm would perform mobile sterilization services. Your work plan should demonstrate a thorough understanding of conducting a mobile sterilization program and detail the methods your firm would employ to provide each of the services detailed in the "Cost" section of this document. In addition, include information regarding the mobile veterinary equipment along with veterinary and support personnel who will be used to perform work under the resulting contract.

Emancipet has been conducting high-volume, high-quality spay/neuter services for 14 years. This experience ensures a high level of medical and operational efficiency at our clinics. Emancipet has two mobile clinics available to support this scope of work; Mobile 1 (M1) has a cage capacity of 30 and Mobile 2 (M2) has a cage capacity up of to 37 (capacity is dependent upon patient size).

Admissions and Check-In:

An Emancipet technician arrives at 7am and the Emancipet Mobile Clinic arrives at 8am at a location determined by the City of Austin. All clients will be advised to bring their pets in a carrier or on a leash to prevent lost animals. Client-owned animals are accepted on a first-come, first-served basis from 8:00am until 9:00am. During the admissions process, the owners complete Emancipet's client intake form that contains a waiver releasing Emancipet and the City of Austin of all harm. The form also stresses the importance of post-operative care and the benefit of an Elizabethan Collar to prevent suture mutilation. Animals are admitted into an appropriate sized cage in our air-conditioned vehicle.

Pre-Operative Procedures:

Each animal is evaluated for adequate health by a veterinarian prior to surgery. Any animals that are deemed unhealthy by the veterinarian are rescheduled for a later time when they will be in better health. We do not allow the outside door to be open when an animal is not either on a leash/in a carrier or in a cage to prevent escape. From 9:00 am to 10:00 am Emancipet technicians draw up the necessary sedation, vaccines, antibiotics, and pain medications. All patients are given pre-surgical pain medication to increase comfort.

Surgery:

At 10:00 am, an Emancipet veterinarian starts surgery and continues until all the animals are sterilized, usually until about 4:00 pm. The veterinarian is assisted by a team of three trained veterinary technicians. During surgery our animals are monitored by a technician, the veterinarian, and a pulse oximetry unit that measures oxygen saturation of the blood and heart rate.

Post-Operative Procedures:

After surgery, but while still recovering, each animal receives the required and requested vaccines and microchipping so they can be observed for adverse reactions. The animals are given 2 hours minimum to recover from the anesthesia and to be observed for post operative complications before they are discharged to their owners between 5pm and 6pm. Each animal is sent home with discharge instructions and an emergency contact number that directly connects them to our on-call veterinarian should a problem arise.

Safety and Efficiency:

Emancipet's commitment to safety for all patients is evident in our medical protocols which require that three trained technicians monitor each animal prior to, during, and after surgery to ensure a successful outcome. Because of the high quality of medicine we practice and our recovery process, we have very few complications that are life threatening.

Our mobile clinic is stocked with emergency supplies and a knowledgeable staff should a crisis occur. In addition, we employ disease control measures such as separating cages, cleaning equipment between surgeries, and isolating animals suspicious of contagious disease.

The vaccines, which are well-respected as the safest and most effective, are purchased from leading pharmaceutical groups. The microchips are purchased from HomeAgain and we handle registration to ensure compliance at no extra charge. Emancipet utilizes the AviMark veterinary database to track client and patient information, which is computerized and handled much the same as the Rabies Vaccines. All of the above are sent to the city in monthly reports and all records are held by Emancipet for a minimum of five years.

Additional Services:

Each day, an additional veterinarian and technician operate a "walk up" services clinic where clients can bring pets for vaccinations, heartworm preventative, and other services offered at low cost. At this station, clients who qualify may also get a free rabies vaccination for their pets.

Minimum Costs:

In order to cover Emancipet's minimum costs of operating a mobile clinic for the day, Emancipet charges a minimum of \$1,275 for clinic operation and services. If the services billed to the city for a single free day clinic do not meet or exceed \$1,275.00, Emancipet may charge a minimum fee so the invoice total equals \$1,275.00.

Demonstrated Applicable Experience - Describe your firm's experience providing mobile pet sterilization services. Include any applicable information that you deem necessary to evaluate your experience.

Emancipet has offered high quality high volume spay/neuter at a very low cost since 1999. We have performed over 170,000 surgeries since our inception and 22,000 will be performed this year alone. We are very proud of our extremely low complication and mortality rates, which can be attributed to our specialized team of surgeons and technicians and the medical protocols that have been refined over the last 14 years of providing these services.

All surgical procedures have risk and Emancipet takes every procedure very seriously. In particular, a dog or cat spay is a surgery that is similar to a radical ovariectomy in humans and requires special precautions. Emancipet offers safe, efficient, and high-quality surgery where the animal's safety, comfort, and care come first. Emancipet veterinarians perform surgeries on females that are in heat or pregnant for an additional \$10-\$25 and males with undescended testicles for an additional cost of \$10-\$50.

Emancipet is also very skilled in working within the communities the City would like to serve through this contract. Emancipet has been the service provider for this contract, offering free services to East Austin residents since 2001. These communities have accepted Emancipet as an integral part of their service industry and have come to rely on us for their pets' health care. We have developed a rapport with citizens who help us spread the word about sterilization and its importance to an animal's health.

Emancipet has an in-house call center, which is staffed with bilingual and knowledgeable individuals who can refer eligible residents to city sponsored mobile clinics. The call center is also the hub for assisting callers with questions about their pets and providing referrals to other providers as necessary. Emancipet veterinarians are available 24 hours a day, seven days a week, through the call center, and can address client questions and concerns. We have a special relationship with a 24-hour emergency clinic that we can refer clients to in certain situations where the pet can be evaluated at anytime after hours if an Emancipet veterinarian is not available.

Microchip - Describe your plan to make microchip information available to the City in order to support the City's return to owner process. The City prefers a plan that will allow the City immediate access to this information via a service provided or facilitated by the Contractor.

- 5 Emancipet's trained veterinary technician personnel administer microchips during the animal's surgical recovery process. Emancipet technicians document the microchip number on the surgery notes and the number is also entered into the national database of the microchip service, HomeAgain. The microchip information is relayed to the city as supporting documentation with the monthly invoices. This process results in the multiple points of access in the case of a lost pet: Emancipet, HomeAgain, and the client will be able to use the microchip information to find their pet or to return a pet to its owner.

Additional Services and/or Products - Describe any other veterinary services or products which your firm will offer to clients served by the mobile sterilization program. Provide the cost for each additional service or product. The cost for these items will be the responsibility of the client, not the City of Austin. Points will be awarded based on the variety and cost of the services and/or products to be offered.

During surgery, our skilled team will assess the whole animal and if we find a problem we will do everything we can to help the animal while they are in our care. The cost varies depending on the owner's situation and the animal's condition. If there is something that we cannot address while the animal is on our mobile clinic, we will refer the owner to a local veterinary hospital.

In addition, Emancipet offers the following items during surgery and on a walk-up basis (the cost of these additional services is the responsibility of the client, not the City of Austin):

- Each animal that has surgery is offered an Elizabethan Collar for \$5-\$10 depending on use.
- Take home pain medications are offered at \$4-\$8 per dose
- DHPP vaccines for dogs not eligible for City of Austin funding, FVRCP vaccines for cats at \$11 each
- Feline leukemia vaccines are offered at \$14
- Bordetella/Kennel Cough vaccines are offered at \$15
- Leptospirosis vaccine for dogs at \$11
- Heartworm testing for dogs is offered at \$15
- Feline leukemia/Feline AIDS testing is offered at \$20
- Dewormer (strongid) \$9 for 2 treatments
- Drontal for tapeworms is offered if needed (price is based on animal weight)
- Tri-Heart for dogs at \$4-\$6 per dose
- Revolution for cats at \$12 per dose
- Activyl for dogs at \$12 per dose
- Comfortis for dogs at \$12 per dose
- Toenail trim for \$8


REQUIRED SUBMITTALS

7

The following documents are required to be completed and submitted with the Offer. Please check the boxes below as confirmation.

- ☒ Offer Sheet
- ☒ Cost Proposal Sheet (Section 0705)
- ☒ Non-Discrimination Certification (Section 0800)
- ☒ Non-Suspension or Debarment Certification (Section 0805)
- ☒ Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
- ☒ Living Wages & Benefits Contractor Certification (Section 0815)
- ☒ No Goals Form & No Goals Utilization Plan (Section 0900)
- ☒ I understand that failure to submit the completed forms above will result in disqualification of my Offer.
- ☒ Local Business Presence Identification Form (Section 0605)
For an Offeror's Local Business Presence to be considered, this form must be completed and returned with the Offer.
- ☒ Addenda (if incorporated into this solicitation)
Failure to submit signed addenda may result in disqualification of the Offer.

COMPANY NAME: Emancipet, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Christy Mallinger

EMAIL ADDRESS: christy.mallinger@emancipet.org

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

SOLICITATION NO **RFP GAL0011**

**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 25th day of June, 2013.

CONTRACTOR

Emanupet, Inc.

Authorized Signature

[Signature]

Title

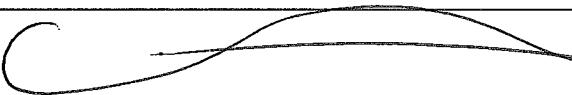
CFO

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. RFP GAL0011

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; display: flex; align-items: center;">Emanapet, Inc.</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 40px; display: flex; align-items: center; justify-content: center;">C </div>	Date:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">6/25/13</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">Christy Mallinger</div>		
Title:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center;">CFO</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP GAL0011
FOR

MOBILE PET STERILIZATION SERVICES

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.austintexas.gov/departments/conflict-interest-questionnaire>

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:

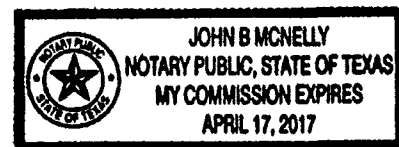
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7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation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

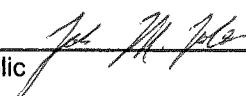
Contractor's Name:	<u>Emancipet, Inc.</u>
Printed Name:	<u>Christy Maelinger</u>
Title:	<u>CFO</u>



Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 27th day of June, 2013.



Notary Public

My Commission Expires 4/17/13

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. RFP GAL0011

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.) *please see attached*

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name:	Emancipet, Inc.		
Signature of Officer or Authorized Representative:		Date:	6/25/13
Printed Name:	Christy Mollinger		
Title:	CFO		

Employee Name	Title
Aaron,John A.	Veterinary Technician
Bowling,Celia L	Veterinary Technicians
Carville,Casey G	Veterinary Technician
Cruz Celaya,Irene	Veterinary Technician
Delahoussaye,Karley J	Veterinary Technician
Filla,Christina Jo	Veterinary Technician
Fish,Courtney E	Veterinary Technichan
Gum,Ariana E.	Veterinary Technician
Hayden,Natalie I	Veterinary Technician
Kohlbus,Elsa A	Veterinary Technician
Komnick,Janelle E	Veterinary Technician
Lain,Sagan M	Veterinary Technician
Lewis,Felicia N	Veterinary Technician
Martin,Kim	Veterinary Technician
Mercer,Ashley N	Veterinary Technician
Mescall,Rachel Ruth	Kennel Technician
Morris,Krystal	Veterinary Technician
Perez,Alberto	Veterinary Technician
Peters,Jason M	Veterinary Technician
Potterbaum,Emily S	Veterinary Technician
Rodriguez,Savannah N	Veterinary Technician
Roland,Sarah Ruth	Veterinary Technician
Sloan,Kelly J	Veterinary Technician
Soto,Jesus	Veterinary Technician
Stone,Morgan Leigh	Veterinary Technician
Grimes,Kristen N	Wellness-Surgical Veterinarian
Kalmbach,Michael	Surgical Veterinarian
Lilljedahl,Brienne M	Wellness-Surgical Veterinarian
Adrian,Kristie L	Wellness-Surgical Veterinarian
Barton,Allan G	Wellness Veterinarian
Breazeale,Kelly Rebecca	Wellness Veterinarian
Givens,Carrie Rae	Wellness-Surgical Veterinarian
Soirez,Amanda A R	Wellness Veterinarian
Gardner,Adam	Mobile Clinic Operations Director
Voss,Carrie	Clinic Operations Director
Duerksen,Lauren P	Practice Manager
Kowtko,Erin E	Customer Service

Employee Benefits

Eligible employees at Emancipet are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. You will be informed of the programs for which you are eligible.

The following benefit programs are currently available to eligible employees:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Supplemental Insurance

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of those programs for either yourself or your eligible dependents, you will only be allowed to apply for entry into the various Plans during Open Enrollment.

The open enrollment period allows employees to add or change their benefits coverage. Applications for Medical, Dental, Vision and Supplemental Health may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change).

A Qualifying Event, such as certain life status changes--marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--allow entry into these Plans as long as application for coverage is made within 30 days of the Qualifying Event.

Some benefit programs require contributions from the employee in the form of payroll deductions. Emancipet's employee benefit programs can be revised or rescinded at any time, to the extent permitted by law.

Holidays

Emancipet believes that our employees are key to what makes ours a great organization. While work makes up a large portion of an employee's life, we believe that a balance between work and time off is essential in maintaining quality performance. Emancipet offers up to eight paid holidays throughout the year in addition to a Paid Time Off plan. The following are the observed Emancipet Holidays:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Friday (the day after Thanksgiving)
- Christmas Eve (December 24)
- Christmas Day (December 25)

Only part-time and full-time hourly and salaried staff whose scheduled workweek is shortened due to an



EMANCIPET

ENROLLMENT/CHANGE FORM

Plan Year: March 1, 2013 – February 28, 2014

ENROLLMENT TYPE (CHECK ONE): <input type="checkbox"/> New Employee <input type="checkbox"/> Rehire/Reinstatement <input type="checkbox"/> Annual Enrollment	CHANGE REASON (CHECK ONE): <input type="checkbox"/> Change Address/Change Name <input type="checkbox"/> Add Dependent(s) (requires a family status change) <input type="checkbox"/> Cancel Dependent(s) (requires a family status change) <input type="checkbox"/> Cancel Coverage (requires a family status change) <hr style="border: 0; border-top: 1px dashed black;"/> <input type="checkbox"/> Family Status Change (check one): <input type="checkbox"/> Marriage <input type="checkbox"/> Death <input type="checkbox"/> Birth/Adoption <input type="checkbox"/> Divorce <input type="checkbox"/> Dependent loss/gain of coverage Date of the family status change: _____
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EMPLOYEE INFORMATION

Employee's Last name:		First:	Middle:	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms.	Marital status (circle one)	
					Single / Mar / Div / Sep / Wid	
Is this your legal name?	If not, what is your legal name?	(Former name):		Birth date:	Age:	Sex:
<input type="checkbox"/> Yes <input type="checkbox"/> No				/ /		<input type="checkbox"/> M <input type="checkbox"/> F
Street address:			Social Security no.:		Home phone no.:	
					()	
P.O. box:	City:		State:		ZIP Code:	
Date of Hire:	Occupation:			Location:		

DEPENDENT INFORMATION

Last Name	First	Middle	Date of Birth	Social Security #	Relationship	Gender
					<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> Male/ <input type="checkbox"/> Female
					<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> Male/ <input type="checkbox"/> Female
					<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> Male/ <input type="checkbox"/> Female
					<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> Male/ <input type="checkbox"/> Female
					<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> Male/ <input type="checkbox"/> Female

BENEFIT ELECTION INFORMATION

Medical Election (Must complete UHC enrollment form as well):				
United Healthcare <input type="checkbox"/> Elect <input type="checkbox"/> Decline				
Base Plan - \$4000 Ded	<input type="checkbox"/> Employee Only \$0.00/ pay period	<input type="checkbox"/> Employee/Spouse \$137.80/ pay period	<input type="checkbox"/> Employee/Child(ren) \$112.75/ pay period	<input type="checkbox"/> Employee/Family \$250.55/ pay period
Buy-Up Plan - \$3,000 Ded	<input type="checkbox"/> Employee Only \$15.80/ pay period	<input type="checkbox"/> Employee/Spouse \$170.98/ pay period	<input type="checkbox"/> Employee/Child(ren) \$142.76/ pay period	<input type="checkbox"/> Employee/Family \$297.94/ pay period
Dental Election:				
Dental Select* <input type="checkbox"/> Elect <input type="checkbox"/> Decline				
	<input type="checkbox"/> Employee Only \$0.00/ pay period	<input type="checkbox"/> Employee/Spouse \$12.86/ pay period	<input type="checkbox"/> Employee/Child(ren) \$14.71/ pay period	<input type="checkbox"/> Employee/Family \$25.85/ pay period

Vision Election:				
Dental Select* <input type="checkbox"/> Elect <input type="checkbox"/> Decline				
<input type="checkbox"/> Employee Only \$0.00/ pay period	<input type="checkbox"/> Employee/Spouse \$3.02/ pay period	<input type="checkbox"/> Employee/Child(ren) \$2.75/ pay period	<input type="checkbox"/> Employee/Family \$5.73/ pay period	

*MUST COMPLETE DENTAL SELECT FORM IF ELECTING FOR THE FIRST TIME OR MAKING A CHANGE

Pre-Tax Election ☐ Yes – I wish to participate in the Pre-Tax Plan. I authorize my employer to reduce my salary on a pre-tax basis to pay for the premium for those benefits for which I have enrolled on this form.

Post-Tax Election ☐ No – I do not elect to participate in the Pre-Tax Plan. Therefore, I elect to pay for my eligible premiums on an after-tax basis outside of this Plan, and I authorize appropriate after-tax payroll deductions.

Acknowledgement: I acknowledge that my pre-tax elections can not be changed once the plan year of March 1, 2013 to February 28, 2014 has begun unless there is a change in family status. A change in family status includes: changes in marital status, changes regarding dependents, changes in employment status, changes in residence or work site, changes in work schedule, or a dependent ceasing to satisfy the eligibility conditions for coverage.

Waiver (refusal of coverage)

Waiver (refusal of coverage) I acknowledge that I have been given the opportunity to apply for group coverage available to me and my dependents through Emancipet. I proclaim that I was not pressured or forced by my employer or the writing agent into waiving (declining) coverage. If I have waived any coverage offered to me or my dependents, my signature below is evidence of this action.

<input type="checkbox"/> Medical	<input type="checkbox"/> Employee	<input type="checkbox"/> Spouse	<input type="checkbox"/> Children
<input type="checkbox"/> Dental	<input type="checkbox"/> Employee	<input type="checkbox"/> Spouse	<input type="checkbox"/> Children
<input type="checkbox"/> Vision	<input type="checkbox"/> Employee	<input type="checkbox"/> Spouse	<input type="checkbox"/> Children

I understand and agree:

- In the event that I should decide to apply for such coverage hereafter, that such subsequent application shall be subject to the applicable terms and conditions of the master group contract(s) or plan provisions as described in the Summary Plan Description which may require additional limitations and waiting periods.
- In the event that I should decide to apply for coverage hereafter, the carrier reserves the right to impose a 12-month pre-existing condition limitation.
- I may be required to furnish evidence of health status satisfactory to the carrier.
- If I am declining coverage for myself or my dependents (including my spouse) because of other coverage, I may in the future be able to enroll myself or my dependents provided that I request enrollment within 31 days after my other coverage ends.
- If I have a new dependent as a result of marriage, birth, adoption, placement for adoption or suit for adoption, I may be able to enroll myself and my dependents provided that I request enrollment within 30 days after the marriage, birth, adoption, placement for adoption or suit for adoption.
- The carrier reserves the right to delay medical coverage and/or deny dental or life with any future application for coverage.

Authorization/Acknowledgement: I hereby authorize those providing services to me, or my dependents, to release relevant information or medical records to this plan. I have read, or have had read to me, all information contained in this form and such information is accurate and complete to the best of my knowledge. I understand that if I have made a material false statement, misrepresentation or omission on this form that changes the risk assumed by this plan I may lose coverage under this plan. I also understand that those who provide services to me under this plan are not agents, representative or employees of this plan. I understand that my salary will be reduced in accordance to the plan guidelines if payroll deductions are necessary.

Employee Signature - Required for Enrollment and/or Waiver

X _____

Date: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: RFP GAL0011

PROJECT NAME: MOBILE PET STERILIZATION SERVICES

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.

Emancipet, Inc. (all 3 locations)

Company Name

Christy Mallinger, CFO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

6/25/13

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)**

SOLICITATION NUMBER: RFP GAL0011

PROJECT NAME: MOBILE PET STERILIZATION SERVICES

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Emancipet, Inc.		
Address	7010 Easy Wind Dr., Ste. 260		
City, State Zip	Austin, TX 78752		
Phone	(512) 587-7729	Fax Number	(512) 501-6403
Name of Contact Person	Christy Mallinger		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" 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.

Christy Mallinger, CFO

Name and Title of Authorized Representative (Print or Type)

Signature

June 25, 2013

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.**

Sub-Contractor/Consultant			
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			

Sub-Contractor/Consultant			
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 _____ Date _____

Director/Deputy



**REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

**REQUEST FOR PROPOSAL: GAL0011 ADDENDUM NO. 1
DATE OF ADDENDUM: June 13, 2013**

This addendum is to incorporate the following change of the Authorized Contact Person for the above-referenced solicitation effective immediately:

Add:

Erin D'Vincent
512-972-4017
erin.d'vincent@austintexas.gov

Remove:

Gage Loots
512-972-4009
gage.loots@austintexas.gov

All other terms and conditions remain the same.

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

APPROVED BY:

A handwritten signature in black ink, appearing to read "Gage Loots".

Gage Loots, Senior Buyer
Purchasing Office, 512-972-4009

ACKNOWLEDGED BY:

Emmupet, Inc.
SUPPLIER

A handwritten signature in black ink, appearing to read "Emmupet, Inc."
AUTHORIZED SIGNATURE

6/25/13
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO PROPOSAL CLOSING OR WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



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

FROM: Gage Loots
Purchasing Office

DATE: April 15, 2013

SUBJECT: Approval to use Zero Goals for RFP GAL0011
Project Name: Mobile Pet Sterilization Services
Commodity Code: 96186
\$400,000 per year (6 years)

The Purchasing Office and SMBR have determined that zero goals are appropriate for this solicitation.

This determination is based on the following reasons:

No subcontracting opportunities were identified and these services are very specialized; furthermore, there are zero (0) MBEs and zero (0) WBEs available to bid as prime contractor for commodity code 96186.

Per 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 972-4009.

☒ 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:

THERE ARE NO MBE/WBE SUBCONTRACTING OPPORTUNITIES AVAILABLE

Veronica Lara, Director

Date

04/22/13