



Amendment No. 4  
to  
Contract No. NA140000091  
for  
Promotional Examination Services for  
The Austin-Travis County EMS Department  
between  
Industrial Organizational Solutions, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 1, 2019 through April 30, 2020. Zero options remain.
- 2.0 The total contract amount is increased by \$335,911.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/01/2014 – 04/30/2017	\$1,007,732.00	\$1,007,732.00
Amendment No. 1: Option 1 – Extension 05/01/2017 – 04/30/2018	\$335,911.00	\$1,343,643.00
Amendment No. 2: Additional Testing Requirements 05/01/2017 – 04/30/2018	\$0.00	\$1,343,643.00
Amendment No. 3: Option 2 – Extension 05/01/2018 – 04/30/2019	\$335,911.00	\$1,679,554.00
Amendment No. 4: Option 3 – Extension 05/01/2019 – 04/30/2020	\$335,911.00	\$2,015,465.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor 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.

Sign/Date:

*Chad C. Legel*

Printed Name:

Authorized Representative

Industrial Organizational Solutions, Inc.  
1127 South Mannheim Road, Suite 203  
Westchester, Illinois 60154  
(708) 410-0200  
[accounting@iosolutions.com](mailto:accounting@iosolutions.com)

Industrial Organizational Solutions, Inc.  
1520 Kensington Road Suite 110  
Oak Brook IL 60523

Sign/Date:

*Erin D'Vincent*

Erin D'Vincent  
Procurement Supervisor

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



Amendment No. 3  
to  
Contract No. NA140000091  
for  
Promotional Examination Services for  
The Austin-Travis County EMS Department  
between  
Industrial Organizational Solutions, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 1, 2018 through April 30, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$335,911.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/01/2014 – 04/30/2017	\$1,007,732.00	\$1,007,732.00
Amendment No. 1: Option 1 – Extension 05/01/2017 – 04/30/2018	\$335,911.00	\$1,343,643.00
Amendment No. 2: Additional Testing Requirements 05/01/2017 – 04/30/2018	\$0.00	\$1,343,643.00
Amendment No. 3: Option 2 – Extension 05/01/2018 – 04/30/2019	\$335,911.00	\$1,679,554.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor 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.

Sign/Date: Chad Legel 3-19-18

Printed Name: Chad Legel  
Authorized Representative

Industrial Organizational Solutions, Inc.  
1127 South Mannheim Road, Suite 203  
Westchester, Illinois 60154  
(708) 410-0200  
[fred@iosolutions.org](mailto:fred@iosolutions.org)

Sign/Date: Cyrenthia Ellis

Cyrenthia Ellis  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



**Amendment No. 2  
to  
Contract No. NA140000091  
for  
Promotional Examination Services for  
The Austin-Travis County EMS Department  
between  
Industrial Organizational Solutions, Inc.  
and the  
City of Austin**

1.0 The City hereby amends the above referenced contract to make the following changes:

1.1 Revise Section 0500, Scope of Work Paragraph 1.1 to read: “Division Chief, Commander-Field, Commander-Communications, Captain – Field, Captain – Communications, Medic II – Field, and Medic II – Communications, Medic I – Field, and Medic I – Communications.”

1.2 Replace Section 0500, Scope of Work Paragraph 2 table with the following:

Rank	Written Multiple Choice Examination	Technical Skills Evaluations	Assessment Center	Estimated Exam Date
Division Chief	No Previous Process	Not Required	N/A	6/15/18
Commander – Field	29	Not Required	Yes	6/18/14
Commander – Communications	10	Not Required	Yes	6/18/14
Captain – Field	68	Not Required	Yes	7/16/14
Captain – Communications	9	Not Required	Yes	8/14/14
Medic II – Field	165	At Chief's Discretion	N/A	TBD
Medic II - Communications	18	At Chief's Discretion	N/A	TBD
Medic I - Field/Communications	25	Not Required	N/A	3/15/18

- 1.3 Revise Section 0500, Scope of Work Paragraph 3.1 as follows: "... the development and validation of written multiple-choice initial selection and promotional examinations, technical skills evaluations and assessment center exercises."
- 1.4 Revise Section 0500, Scope of Work Paragraph 4.1.1 as follows: "The consultant shall be required to perform a separate job analysis for the ranks of Division Chief, Commander – Field, Commander – Communications, Captain – Field, Captain – Communications, Medic II – Field, ~~and~~ Medic II – Communications and Medic I – Field/Communications."
- 1.5 Add to Section 0500, Scope of Work the following as new Paragraph 4.5:
  - 4.5 Develop and Validate Medic I – Field/Communications Initial Selection Exams
    - 4.5.1 The consultant shall develop and provide the City of Austin Civil Service Office with a master copy of an exam that tests the general knowledge of an applicant to the EMS Department. The consultant will also provide the office with an answer key.
    - 4.5.2 The exam shall consist of 100 questions and shall require a score of 70 or higher for passing.
    - 4.5.3 The Civil Service Office will provide the consultant with appropriate exam statistics for preparation of validity reports.
- 1.6 Exhibit A to this amendment displays the amount quoted for the additions to the Scope of Work.
- 1.7 Exhibit B to this amendment consists of the job descriptions for those positions added to the Scope of Work: Division Chief and Medic I Field Cadet (covers Medic I – Field and Medic I – Communications).

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/1/14 – 04/30/17	\$1,007,732.00	\$1,007,732.00
Amendment No. 1: Option 1 05/1/17 – 04/30/18	\$335,911.00	\$1,343,643.00
Amendment No. 2: Additional Testing Requirements 05/1/17 – 04/30/18	\$0.00	\$1,343,643.00

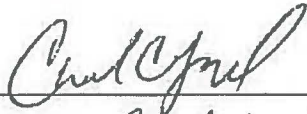
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:



Printed Name: Chad Legel  
Industrial Organizational Solutions Inc.  
1127 S. Mannheim Rd.  
Suite 203  
Westchester, IL 60154

Signature & Date:



Roger Stricklin  
Procurement Specialist IV  
City of Austin Purchasing Office

EXHIBIT A  
CONTRACTOR QUOTE

**Austin EMS Job Knowledge Exam Quote**

*EMS Division Chief Exam - 100 items*

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Written Job Knowledge Examination	15	22	56	0	\$8,345
Develop exam plan and source list with SMEs.	2				
Draft 120-125 multiple choice questions based on exam plan.	1	8	50		
SME question review, revision of items, selection of final exam content and exam compilation. Cut-off score analysis.	8	4	6		
Appeals response.	2	4			
Project technical report.	2	6			
Project Expenses					\$1,015
Consultant travel (one trip for item review)	\$915				
Administrative costs (printing, shipping)	\$100				
TOTAL PROJECT INVESTMENT					\$9,360

*EMS Medic 1 - up to 100 questions*

<b>Project Step</b>	<b>Consultant Hrs.</b>	<b>Consulting Assoc. Hrs.</b>	<b>Tech. Wrtr. Hrs</b>	<b>Admin. Hrs.</b>	<b>Cost</b>
<b>Written Job Knowledge Examination</b>	<b>19</b>	<b>62</b>	<b>8</b>	<b>0</b>	<b>\$8,725</b>
Develop exam plan based on job analysis.	3				
Draft up to 120 cognitive ability questions.	4	50	6		
Conduct internal review of cognitive ability questions, select final questions for exam and recommend cut-off score.	8	6	2		
Project technical report.	4	6			
<b>Project Expenses</b>					<b>\$200</b>
Administrative costs (printing, shipping)	\$200				
<b>TOTAL PROJECT INVESTMENT</b>	<b>1</b>				<b>\$8,925</b>

EXHIBIT A  
CONTRACTOR QUOTE

**Schedule of Hourly Rates - IOS 2017**

<b><i>Category</i></b>	<b><i>Rate</i></b>
Consultant/Industrial Psychologist	\$185/hour
Consulting Associate	\$75/hour
Technical Writer	\$70/hour
Administrative Assistant	\$35/hour



Amendment No. 1  
Of  
Contract No. NA140000091  
For  
Promotional Examination Services for  
the Austin-Travis County EMS Department  
Between  
Industrial Organizational Solutions, Inc.  
And the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 1, 2017 to April 30, 2018, two options remain.
- 2.0 The total contract amount is increased by \$335,911.00 for this extension period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/1/14 – 04/30/17	\$1,007,732.00	\$1,007,732.00
Amendment No. 1: Option 1 05/1/17 – 04/30/18	\$335,911.00	\$1,343,643.00

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

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

Signature:

Handwritten signature of Chad Leffel.

Printed Name: *Chad Leffel, President*  
Authorized Representative

Signature:

Handwritten signature of Linell Godin-Brown.

Linell Godin-Brown, Contract Management Supervisor II  
City of Austin  
Purchasing Office

4-19-17

Industrial Organizational Solutions, Inc.  
1127 S. Mannheim Road, Suite 203  
Westchester, IL 60154





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

April 29, 2014

Industrial/Organizational Solutions, Inc.  
Chad Legel  
1127 S. Mannheim Road, Suite 203  
Westchester, IL 60154

Dear Mr. Legel:

The City of Austin has approved the award and execution of a contract with your company for EMS Promotional Examination Services.

Responsible Department:	Human Resources Department
Department Contact Person:	Barry Cook
Department Contact Email:	<a href="mailto:Barry.Cook@austintexas.gov">Barry.Cook@austintexas.gov</a>
Department Contact Telephone:	512-974-3312
Project Name:	EMS Promotional Examination Services
Contractor Name:	Industrial/Organizational Solutions, Inc.
Contract Number:	NA140000091
Contract Period:	5/1/14 – 4/30/17
Contract Period Amount	\$1,007,732
Extension Options:	Three, 12-month options @ \$335,911 for each option
Requisition Number:	13122000133
Solicitation Number:	EAD0115
Agenda Item Number:	39
Council Approval Date:	4/17/14

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  
Industrial Organizational Solutions, Inc. ("Contractor")  
for  
Promotional Examination Services for the Austin-Travis County EMS Department**

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 Industrial Organizational Solutions, Inc. having offices at 1127 S. Mannheim Road, Suite 203, Westchester, IL 60154 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 EAD0115.

**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, Solicitation Number: EAD0115 including all documents incorporated by reference
- 1.1.3 Industrial Organizational Solutions, Inc. Offer, dated January 30, 2014, including subsequent clarifications
- 1.1.4 Industrial Organizational Solutions, Inc.'s Revised Cost Proposal, attached hereto as Exhibit A

**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.
- 1.2.4 The Contractor's Revised Cost Proposal, attached hereto as Exhibit A

**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 additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**1.4 Compensation.** The Contractor shall be paid in accordance with Exhibit A-Contractor's Revised Cost Proposal, attached hereto, a total Not-to-Exceed amount of \$1,007,732 for the initial Contract term and \$335,911 for each extension option for a total contract amount not-to-exceed \$2,015,464. Payment shall be made upon successful completion of services or delivery of goods as outlined in the Contractor's Offer, and upon written acceptance by the City

**1.5 Deliverables.** The Contractor shall fully and timely provide all deliverables described Part II and III of 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.

- 1.6 **Clarifications.** 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.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

Industrial Organizational Solutions, Inc.

Chad C. Legel

Printed Name of Authorized Person

Chad C. Legel  
Signature

President

Title:

4.25.14

Date:

CITY OF AUSTIN

Approved By:

Erin D'Vingent / Sai Xoomsai

Printed Name of Authorized Person

Erin D'Vingent Sai Xoomsai  
Signature

Senior Buyer / Senior Buyer Specialist

Title:

4.25.14

Date:

4/28/14

Exhibit A – Contractor's Revised Cost Proposal

# **EXHIBIT A**

Section 1 - Review and Update Job Analysis Costs					
RANK		COST PER RANK			
1	Commander – Field	\$1,250			
2	Commander – Communications	\$1,250			
3	Captain – Field	\$1,250			
4	Captain – Communications	\$1,250			
5	Medic II – Field	\$1,250			
6	Medic II – Communications	\$1,250			
Section 1 Total		\$7,500			
Section 2 - Written Multiple-Choice Promotional Examination Costs					
RANK		COST PER RANK			
7	Commander – Field	\$6,757			
8	Commander – Communications	\$6,205			
9	Captain – Field	\$6,426			
10	Captain – Communications	\$6,205			
11	Medic II – Field	\$8,082			
12	Medic II – Communications	\$6,371			
Section 2 Total		\$40,046			
Section 3 - Technical Skills Evaluation Costs					
RANK		COST PER RANK 1-15 employees	COST PER RANK 16-35 employees	COST PER RANK 36-60 employees	COST PER RANK 61+ employees
13	Medic II – Field	\$8,260	\$8,740	\$9,260	\$11,000
14	Medic II – Communications	\$8,260	\$8,740	\$9,260	\$11,000
Section 3 Total		\$16,520	\$17,480	\$18,520	\$22,000
Section 4 - Assessment Center Costs					
RANK		COST PER RANK 1-15 employees	COST PER RANK 16-35 employees	COST PER RANK 36-60 employees	COST PER RANK 61+ employees
15	Commander – Field	\$19,080	\$22,195	\$24,265	\$25,665
16	Commander – Communications	\$19,080	\$22,195	\$24,265	\$25,665
17	Captain – Field	\$19,080	\$22,195	\$24,265	\$25,665
18	Captain – Communications	\$19,080	\$22,195	\$24,265	\$25,665
Section 4 Total		\$76,320	\$88,780	\$97,060	\$102,660
19	(FOR INFORMATIONAL PURPOSES ONLY) EXPERT LEGAL SUPPORT FEE PER HOUR	\$250			
20	(FOR INFORMATIONAL PURPOSES ONLY) ADMINISTRATIVE LEGAL SUPPORT FEE PER HOUR	\$45			

\*Note: IOS has performed job analysis studies for all the listed ranks recently; therefore, we do not anticipate a need for these analyses to be competed again for minimum of 5-6 years.



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**  
**Offer Sheet**

**SOLICITATION NO:** EAD0115

**COMMODITY/SERVICE DESCRIPTION:** EMS Promotional Examination Services

**DATE ISSUED:** 1/13/14

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 1/22/14, 9:30 AM, local time

**REQUISITION NO.:** 13122000133

**COMMODITY CODE:** 92420

**LOCATION:** RBJ Health Center, 15 Waller Street, 3<sup>rd</sup> Floor Conference Room, Austin, TX 78702

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**IF CALLING IN TO PRE-PROPOSAL CONFERENCE:** 512-972-5821  
Conference Password: 0131

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

Erin.D'Vincent@austintexas.gov

**PROPOSAL DUE PRIOR TO:** 2/5/14, 2:00 PM, local time

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

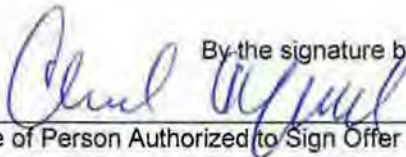
When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below

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

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

**SUBMIT 1 ORIGINAL AND 9 ELECTRONIC COPIES OF OFFER ON A CD OR FLASH DRIVE**

OFFER SUBMITTED BY



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

Signature of Person Authorized to Sign Offer

CHAD C. LEGEL, PRESIDENT  
Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** XXXXXXXXXX

Date: 01/30/14

Company Name: I/D SOLUTIONS, INC.

Address: 1127 S. MANNHEIM ROAD, SUITE 203

City, State, Zip Code WESTCHESTER, IL 60091

Phone No. (888) 784-1290

Fax No. (708) 410-1558

Email Address: cc@idsolutions.org

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	6
0600	PROPOSAL PREP INSTRUCTIONS / EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
Exhibit A	AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN-TRAVIS COUNTY EMS EMPLOYEES ASSOCIATION	74
Exhibit B	CITY OF AUSTIN FIRE FIGHTERS', POLICE OFFICERS', AND EMERGENCY MEDICAL SERVICES PERSONNEL'S CIVIL SERVICE COMMISSION RULES AND REGULATIONS	44
Exhibit C	COST WORKSHEET	2
Exhibit D	JOB DESCRIPTIONS	12

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

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

- Cover Page                      Offer Sheet
- Section 0600                    Proposal
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet (if required)
- Sections 0800 - 0835            Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan

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

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS).

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

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

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

**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

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

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.



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

13. **PAYMENT:**

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

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

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

<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

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

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

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

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

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

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

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

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.

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

- 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,

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

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

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



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

- 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

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

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.

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

- 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:**

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

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

**55. EQUAL OPPORTUNITY**

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

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

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

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

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [erin.d.vincent@austintexas.gov](mailto:erin.d.vincent@austintexas.gov) no later than close of business five business days before the proposal due date.

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

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

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

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

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

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

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

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
    - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 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.
      - (a) 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.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)



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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	EMS
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

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

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to 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>

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

- A. Access to the Emergency Medical Services (EMS) Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the EMS building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.



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

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the EMS building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

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

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU202S0001000001 (I)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL. Sector: Private industry	
Description of Series ID: Service-providing; management, professional, and related occupations	
This Index shall apply to the following items of the Cost Proposal: ALL	

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

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

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

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

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

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

11. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 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,

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

such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 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 arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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

Barry Cook
Human Resources Department
<a href="mailto:barry.cook@austintexas.gov">barry.cook@austintexas.gov</a>

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



**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

**1. PURPOSE**

The City of Austin, hereinafter referred to as the City, seeks offers in response to this solicitation from civil service promotional examination consultants qualified and experienced in the development of job analysis for promotional ranks with Emergency Medical Service, development and validation of written multiple-choice promotional examinations, technical skills evaluations and assessment center exercises for the purpose of promoting Austin-Travis County Emergency Medical Services personnel to the following ranks:

Commander – Field, Commander – Communications, Captain – Field,  
Captain – Communications, Medic II – Field, and Medic II – Communications.

The job descriptions for these positions can be found under Exhibit D.

The anticipated date of award for this contract is May 2014.

**2. BACKGROUND**

The Austin-Travis County Emergency Medical Services Department's promotional examination process is governed by the *Texas Local Government Code, Chapter 143*, current or future Agreements between the *City of Austin and the Austin-Travis County EMS Employees' Association*, most specifically *Article 12 – Promotions*, hereinafter referred to as the Agreement (Exhibit A), as negotiated through the Meet and Confer process, and the *City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations* (Exhibit B).

Note: *The Texas Local Government* <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.143.htm>

The actual number of candidates will fluctuate for each written multiple choice examination, technical skills evaluation, and assessment center exercises. Currently, the City does not have a historical reference of exam participants for Medic IIs, nor does the City have a reference for Technical Skills Evaluations and Assessment Centers. A review of numbers for the most recent promotion exams by rank as follows;

Rank	Written Multiple Choice Examination	Technical Skills Evaluations	Assessment Center	Estimated Exam Date
Commander – Field	68	Not Required	Yes	6/18/14
Commander – Communications	10	Not Required	Yes	6/18/14
Captain – Field	29	Not Required	Yes	7/16/14
Captain – Communications	9	Not Required	Yes	8/14/14
Medic II – Field	165	At Chief's Discretion	N/A	TBD
Medic – II Communications	18	At Chief's Discretion	N/A	TBD

The earliest date for written examination is mid-June 2014.

**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

**3. OBJECTIVE**

3.1 The objective of this solicitation is to contract with a qualified firm for:

- the development of job analyses for promotional ranks with Emergency Medical Service; and
- the development and validation of written multiple-choice promotional examinations, technical skills evaluations and assessment center exercises.

**4. VENDOR DELIVERABLES AND ACCEPTANCE OF WORK**

All deliverables shall be developed in accordance with:

- *Texas Local Government Code, Chapter 143, <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.143.htm>*
- *The Agreement* – current and future negotiated (Exhibit A)
- *City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations* (Exhibit B)

**4.1 Conduct Job Analysis**

- 4.1.1 The consultant shall be required to perform a separate job analysis for the ranks of Commander – Field, Commander – Communications, Captain – Field, Captain – Communications, Medic II – Field, and Medic II – Communications.
- 4.1.2 A bound, job analysis report is due to the Civil Service Director or his designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered.
- 4.1.3 Job analysis and validation reports shall become the property of the City of Austin. The consultant shall provide a copy of each report to the Austin-Travis County EMS Employees' Association upon request during the duration of the contract.

**4.2 Develop and Validate Written Multiple-Choice Promotional Examinations**

- 4.2.1 Written multiple-choice examinations for each position shall be developed using the source materials selected by the EMS Chief. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in the source material provided by the City.
- 4.2.2 Each candidate who receives a minimum score determined and validated by the third party consultant before the addition of seniority or education points, if any, shall be determined to have passed the examination. The consultant shall establish and validate a passing score for the written examination.
- 4.2.3 The consultant shall prepare a master examination for each rank with 120 questions per examination, including an answer key showing the appropriate source material text highlighted for each question for review by the Civil Service Director or his designee(s) and the EMS Chief or his designee(s). This shall be submitted to the Civil Service Director or his designee(s) at a minimum of four (4) weeks prior to the exam date for a review.

**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

- 4.2.4 The consultant is responsible for making adjustments based on the City's comments regarding the examination review copy and providing the following for each examination:
- A final master examination booklet consisting of 100 questions out of the original 120 questions which identifies the source material including page number and highlighted text.
  - A final master examination scoring key.
- 4.2.5 The development and final master copy of each written promotional examination for all ranks must be completed and delivered electronically at least fourteen (14) calendar days prior to the examination date.
- 4.2.6 The consultant must provide a bound examination validation report, content to be finalized after award of contract, that shall be delivered to the Civil Service Director or his designee(s) no later than thirty (30) days after each exam is completed.
- 4.2.7 The consultant shall include five (5) examples of examination questions with their proposal
- 4.2.8 Candidates have the right to appeal multiple-choice exam questions. All appeals are reviewed by the Employee Review Committee (ERC) established in Exhibit A. Appeals which are deemed successful by the ERC will be sent to the consultant in order for the consultant to provide a written response within two (2) business days. The candidates appeal and the response prepared by the consultant shall be presented to the City of Austin Firefighters', Police Officers', and Emergency Medical Services Personnel's Civil Service Commission (Civil Service Commission) for a final ruling.
- 4.2.9 The consultant shall furnish a bound technical report, content to be finalized after award of contract, documenting the procedures used to establish the validity of all the examinations. The Civil Service Director or his designee(s) must receive this report within thirty (30) calendar days after the examination has been administered.
- 4.2.10 The City will be responsible for administering and grading the multiple-choice written examination and will provide the facilities for testing.
- 4.2.11 Typically written exams occur Monday through Friday during the hours of 9 AM – 11 AM. The City is responsible for coordinating the written exam and Assessment Center locations.

**4.3 Develop and Validate Technical Skills Evaluations**

Technical Skills evaluations are an optional step in the promotional process, as determined by the EMS Chief, specific to the ranks of Medic II – Field and Medic II – Communications.

- 4.3.1 The consultant shall develop Technical Skills Evaluation exercises based on job content and responsibility. The exercises may include a scenario based assessment.

**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

- 4.3.2 The consultant shall develop exercises which consist of a written scenario to which the candidate submits a written response.
- 4.3.3 The consultant shall be available for a phone conference call to discuss the development of the scenario based exercise with the EMS Chief and/or the Chief's executive team.
- 4.3.4 Each exercise will be approved by the EMS Chief and/or the Chief's executive team.
- 4.3.5 Upon City approval, the exercise(s) shall be delivered at least 30 calendar days before the Technical Skills Evaluation administration date.
- 4.3.6 The consultant shall make all final decisions concerning the design and implementation of the Technical Skills Evaluation.
- 4.3.7 The Technical Skills Evaluations may be administered on the same day or consecutive days depending on the number of qualified candidates. There is no minimum passing score on the Technical Skills Evaluation.
- 4.3.8 The City will provide administration services for the Technical Skills Evaluation and provide the facilities for testing.
- 4.3.9 Any photo copies necessary for the grading of the written responses are the responsibility of the consultant and to be maintained in a secured manner.
- 4.3.10 The consultant shall conduct orientation session(s) prior to the administration of the Technical Skills Evaluation which should include, but is not limited to best practices of promotional exam processes, examples of exercise modules, study materials, and any other appropriate information or handouts.
- 4.3.11 The consultant shall also provide an overview of the process and procedures to candidates the day of Technical Skills Evaluation, which shall include allotted time for exercise, exercise module descriptions, and other appropriate information.
- 4.3.12 Upon completion of the Technical Skills Evaluations, the consultant shall produce the final scores in accordance with the formulas outlined in Article 12-Promotions (Exhibit A) of the Agreement using an EXCEL spreadsheet. The consultant shall provide the Technical Skills Evaluations scores and a final scores ranking summary sheet to the Director of Civil Service or his designee(s) within five business days of completion of the Technical Skills Evaluations, depending upon the number of assessment center candidates.
- 4.3.13 No aspect in the Technical Skills Evaluation process may be appealed either to the Civil Service Commission, Hearing Examiner, or to District Court.

**4.4 Develop and Validate Assessment Center Exercises**

**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

- 4.4.1 The consultant shall be able to develop and design the Assessment Center among the following exercises:
- In Basket,
  - Problem Solving/Analysis,
  - Written and Oral Resumes/Structured Interviews,
  - Role Playing,
  - Memo/Report Writing,
  - Oral Presentation/Plan Preparation,
  - Staff Meeting, and
  - Special Event Operations.
- 4.4.2 The consultant is not required to utilize all of the exercises, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.
- 4.4.3 The consultant shall also select the assessors and ensure they meet the following criteria:
- Shall not be related to any candidates for promotion;
  - Shall not be known to, beyond mere acquaintance, any candidates for promotion;
  - Shall have two (2) years of experience in the promoted or equivalent rank, and
  - Shall not be a current or former employee of the City of Austin.
- 4.4.4 The assessors shall award up to one hundred (100) points to each candidate participating in the Assessment Center.
- 4.4.5 The assessment sessions shall be videotaped by the consultant and candidates can review their own session pursuant to procedures established by the Director of Civil Service or his designee(s).
- 4.4.6 The consultant shall conduct an orientation for candidates prior to administering the Assessment Center. The consultant may deem the orientation mandatory and all candidates must attend in order to participate. If the consultant deems an orientation to be mandatory, at least two (2) orientations shall be scheduled.
- 4.4.7 The Assessment Center may be administered on the same day or consecutive days depending on the number of qualified candidates. There is no minimum passing score on the Assessment Center.
- 4.4.8 Upon completion of the Assessment Center, the consultant shall produce the final scores in accordance with the formulas outlined in Article 12-Promotions (Exhibit A) of the Agreement using an EXCEL spreadsheet. The consultant shall provide the Assessment Center scores and a final scores ranking summary sheet to the Director of Civil Service or his designee(s) within (5) five business days of completion of the Assessment Center, depending upon the number of assessment center candidates.
- 4.4.9 No aspect in the Assessment Center process may be appealed either to the Civil Service Commission, Hearing Examiner, or to District Court.



**CITY OF AUSTIN  
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR  
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT  
SCOPE OF WORK**

- 4.4.10 Assessment Center scenarios typically occur on a Saturday and/or Sunday. The grading portion with assessors and the consultant typically occur the following week, Monday through Friday. The City is responsible for coordinating the written exam and Assessment Center locations.

**5. LEGAL SUPPORT**

The successful consultant shall agree to defend the job analysis, validation report, and criteria used to construct the report, as well as any aspect of the promotional examination and assessment center, if required to do so, through expert testimony in court or at administrative proceedings.

The consultant should be compensated at a pre-determined hourly rate which shall be included in the cost section of the proposal.

**6. CONTRACT COMMUNICATION**

During the term of the contract, the consultant shall communicate directly with and submit all reports to the Director of Civil Service or his designee(s).

**7. PAYMENT**

Payments will be processed after receipt of final candidate scores in accordance with this RFP as well as with technical validation reports for written examinations. Invoices may be submitted with the validation report or electronically to the Director of Civil Service or his designee(s).

**8. ADDITIONAL HELPFUL INFORMATION**

- 8.1 The consultant is not expected to be onsite for the administration of the written exams.
- 8.2 Written exams will not become property of the City.
- 8.3 The consultant is responsible to only ship one copy of the exam(s) and the City will make the appropriate number of copies.
- 8.4 The consultant is not expected to be onsite during any appeals process since the appeals are sent to the consultant electronically.

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

**1. PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. **The original paper copy of the proposal shall be on standard 8 ½" X 11" double sided paper, unbound, with no staples or paperclips. Nine electronic copies of the proposal on a CD or flash drive in Word or PDF must also be submitted with the original proposal, clearly marked with each Offeror's information. The CD's or flash drives will not be returned.** The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II – Program Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
  - i. A description of your work program by tasks starting with item 4.1 in Section 0500 Scope of Work. Detail the steps you will take in proceeding from the first tasks to the final tasks.
  - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
  - iii. The degree of definition provided in each technical element of your plan.
  - iv. The points at which written, deliverable reports will be provided.
  - v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2003. Additionally, supply the information below for whom prior projects were accomplished.

Provide information for the three largest EMS Department clients that your firm designed and administered the same size and scope of services for in the last three years.

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

2010-2011: Total Number of EMS Department Clients:

Name of largest client:

Population of City/County, etc.:

Rank(s)/title(s) in which written exams, technical skills evaluations, and assessment center exercises were performed:

Contact Person:

Title:

Phone Number:

Email Address:

2011-2012: Total Number of EMS Department Clients:

Name of largest client:

Population of City/County, etc.:

Rank(s)/title(s) in which written exams, technical skills evaluations, and assessment center exercises were performed:

Contact Person:

Title:

Phone Number:

Email Address:

2012-2013: Total Number of EMS Department Clients:

Name largest of client:

Population of City/County, etc.:

Rank(s)/title(s) in which written exams, technical skills evaluations, and assessment center exercises were performed:

Contact Person:

Title:

Phone Number:

Email Address:

- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - 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.
- H. **Part VIII - 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

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

(Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part XI - 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.
- L. **Part XII - Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.
- A. Provide pricing details on Exhibit C for each option, as applicable. Also, include a **net total** for each option. All costs associated with this proposal must be listed.
  - B. Cost per applicant shall be inclusive of all materials, supplies, labor, overhead, and travel if required.

**TRAVEL:**

CONTRACTOR'S TRAVEL EXPENSES MUST BE INCLUDED IN THE OVERALL PROJECT COST.  
TRAVEL MAY NOT BE BILLED DIRECTLY TO THE CITY.

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

**2. EXCEPTIONS:**

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

**3. PROPOSAL PREPARATION COSTS:**

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

**4. EVALUATION FACTORS AND AWARD**

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

B. **Evaluation Factors:**

i. 100 points.

**1.0 Program Concept and Solutions for Promotional Exams - 45 Points**

The program concept and solutions proposed in response to scope of work including grasp of the requirement and its solution, responsiveness to terms and conditions, and completeness and thoroughness of the proposal.

**2.0 Demonstrated Company Experience and Personnel Qualifications - 30 Points**

The proposer shall submit a summary of work experience and qualifications in developing, validating, and administering promotional exams for public safety agencies, municipalities, or other governmental entities.

**3.0 Cost - 15 Points**

Cost of the overall project. The proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis.

**4.0 LOCAL BUSINESS PRESENCE - 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

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

- i. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points. The City will score proposals based on items 1-5 above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews 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 (maximum points for interviews – 25). 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	N/A					
Physical 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	N/A					
Physical 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	N/A					
Physical 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:**

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC. Also I/O Solutions, Inc.

  
Signature, Authorized Representative of Offeror

PRESIDENT  
Title

01/30/14  
Date

**END**

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

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

Solicitation Number:

Offeror's Name

Date

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

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

**Add Reference**

Company's Name	<input type="text" value="Chicago, IL EMS"/>		
Name of Contact	<input type="text" value="HALINA FERDYNUS"/>	Contact Title	<input type="text" value="TESTING MANAGER"/>
Present Address	<input type="text" value="121 N. LASALLE, 1102"/>		
City	<input type="text" value="CHICAGO, IL"/>	State	<input type="text" value="IL"/>
		Zip Code	<input type="text" value="60602"/>
Telephone Number	<input type="text" value="312.744.9062"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="halina.ferdynus@cityofchicago.org"/>		

Company's Name	<input type="text" value="Connecticut EMS"/>		
Name of Contact	<input type="text" value="KEVIN BROWN"/>	Contact Title	<input type="text" value="EMS EDUCATION COOR."/>
Present Address	<input type="text" value="410 CAPITAL AVENUE, MS # 12 EMS"/>		
City	<input type="text" value="HARTFORD"/>	State	<input type="text" value="CT"/>
		Zip Code	<input type="text" value="06134"/>
Telephone Number	<input type="text" value="860.509.7551"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="kevin.brown@pd.state.ct.us"/>		

Company's Name	<input type="text" value="Washington, D.C. Fire/EMS"/>		
Name of Contact	<input type="text" value="ALFRED JEFFERY"/>	Contact Title	<input type="text" value="ASST. CHIEF"/>
Present Address	<input type="text" value="1923 VERMONT AVE NW"/>		
City	<input type="text" value="WASHINGTON"/>	State	<input type="text" value="D.C."/>
		Zip Code	<input type="text" value="20001"/>
Telephone Number	<input type="text" value="202.673.3373"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="alfred.jeffery@dc.gov"/>		

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**  
**SOLICITATION NO** **EAD0115**

**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:**

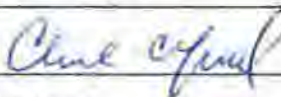
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration 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 31<sup>ST</sup> day of JANUARY, 20 14

CONTRACTOR

I/O Solutions, Inc.

Authorized Signature



Title


President

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

SOLICITATION NO. EAD0115

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;">I/O Solutions, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">Jan 29, 2014</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Chad C. Legel</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">President</div>		



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAD0115  
FOR**

EMS Promotional Examination 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.

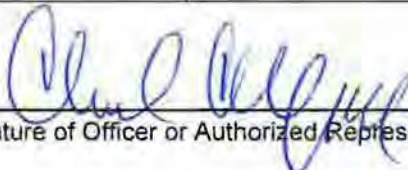
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

N/A

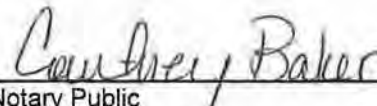
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee,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

Contractor's Name:	I/O Solutions, Inc.
Printed Name:	Chad C. Legel
Title:	President

  
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 31ST day of JANUARY, 20 14.

  
Notary Public

My Commission Expires 11/06/10

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. EAD0115**

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

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

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

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	I/O Solutions, Inc.		
Signature of Officer or Authorized Representative:		Date:	Jan 29, 2014
Printed Name:	Chad C. Legel		
Title:	President		



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

SOLICITATION NUMBER: EAD0115

PROJECT NAME: EMS Promotional Examination 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.

ITD SOLUTIONS, INC.

Company Name

CHAD C. LEBEL, PRESIDENT

Name and Title of Authorized Representative (Print or Type)

[Signature]

Signature

11/30/14

Date

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

SOLICITATION NUMBER: EAD0115  
PROJECT NAME: EMS Promotional Examination Services

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	F/D SOLUTIONS, INC.		
Address	1127 S. MANNHEIM RD, STE 203		
City, State Zip	WESTCHESTER, IL 60154		
Phone	888-784-1290	Fax Number	708-410-1558
Name of Contact Person	CHAD C. LEGEL		
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.

CHAD C. LEGEL, PRESIDENT  
Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

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

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

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





**ADDENDUM**

**REQUEST FOR PROPOSAL (RFP)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**RFP No.: EAD0115**

**Addendum No: 1**

**Date of Addendum: January 21, 2014**

- 
- 1.0 This addendum is incorporating the following questions and answers to the above-referenced RFP.
- 1.1 Q: The RFP notes a pre-proposal conference on January 22, 2014 at 9:30 a.m. CST. Is this conference mandatory for submission of a proposal?  
A: No. Mandatory pre-proposals state so in the RFP.
- 1.2 Q: Has this process been completed by an outside vendor prior to this process? If so, who had this contract? If possible, what was the amount of that contract?  
A: This is the first contract of its type to incorporate the written examination, technical skills evaluations, and assessment center exercises for the Emergency Medical Services Department so therefore there is no history available.
- 1.3 Q: Is the City requesting 9 separate flash drives or 9 separate CDs for the electronic submission?  
A: Yes. The Consultant has the choice if they wish to provide a flash drive or CD, but nine electronic copies of the original proposal must be submitted with the RFP.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


APPROVED BY:

  
Erin D'Vincent, Senior Buyer  
Purchasing Office

1-21-14  
Date

ACKNOWLEDGED BY:

I/D SOLUTIONS, INC.  
Vendor Name

  
Authorized Signature

02/03/14  
Date

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



**ORDINANCE NO. 20111110-052**

**AN ORDINANCE AMENDING CHAPTER 2-7, ARTICLE 6 OF THE CITY CODE RELATING TO ANTI-LOBBYING AND PROCUREMENT; AND RENUMBERING SUBSECTION 2-7-999.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** Chapter 2-7 Article 6 (*Anti-Lobbying and Procurement*) of the City Code is amended to read:

**2-7-101     Definitions.**

(1) AGENT means a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.

(2)[(4)] AUTHORIZED CONTACT PERSON means the person identified[designated] in a City solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.[for questions and comments regarding the solicitation.]

(3) CITY EMPLOYEE in this article means a person employed by the City.

(4) CITY OFFICIAL is defined in Section 2-7-2 (Definitions).

(5) DIRECTOR means the director of a department to which the purchasing officer has delegated authority for enforcing this Chapter.

(6)[(2)] NO-CONTACT PERIOD means the period of time from the date of issuance of the solicitation until a contract is executed. If the City withdraws the solicitation or rejects all responses with the stated intention to reissue the same or similar solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

(7)[(3)] RESPONSE means a response to a solicitation[and includes a bid, a quote, a request for proposal response or a statement of qualifications].

~~(8)~~~~(4)~~ **RESPONDENT** means a person responding to a City solicitation including a bidder, a quoter, responder, or a proposer. The term "respondent" also includes:

- (a) an owner, board member, officer, employee, contractor, ~~[lobbyist,~~ subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
- (b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and
- (c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.

~~(9)~~~~(5)~~ **REPRESENTATION** means a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to~~[agent of the City which]~~:

- (a) provide[s] information about the response;
- (b) advance[s] the interests of the respondent;
- (c) discredit[s] the response of any other respondent;
- (d) encourage[s] the City to withdraw the solicitation;
- (e) encourage[s] the City to reject all of the responses; ~~[or]~~
- (f) convey[s] a complaint about a particular solicitation; or~~[-]~~
- (g) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

~~(10)~~~~(6)~~ **SOLICITATION** means an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).~~[includes an invitation for bids, a request for proposals, a request for quotations, and a request for qualifications.]~~

(A) The Council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this Chapter.

(B)~~(A)~~ The Council finds that it is in the City's interest:

(1) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and

(2) to further compliance with State law procurement requirements.

(C)~~(B)~~ The Council intends that:

(1) each response is considered on the same basis as all others; and

(2) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

(D) A solicitation includes, without limitation, an invitation for bids, a request for proposals, a request for quotations, a request for qualifications, and a notice of funding availability.

(E) Unless this Article is invoked by Council, this article does not apply to an opportunity to compete for City social service funding; City cultural arts funding; federal, state and City block grant funding; and the sale or rental of real property.

(F) A representation excludes communication between a City of Austin attorney and a respondent's attorney.

## **2-7-103 Restriction on Contacts.**

(A) During a no-contact period, a respondent shall make a representation only through the authorized contact person.

(B) ~~[If-d]~~ During the no-contact period, a respondent may not make a representation to a City official or to a City employee other than to the authorized contact person. ~~[makes a representation to a member of the City Council, a member of a City board, or any other official, employee, or agent of the City, other than to the authorized contact person for the solicitation, the respondent's response is disqualified from further consideration except as permitted in this article.]~~ This



prohibition also applies to a vendor that makes a representation and then becomes a respondent.

(C) The prohibition of a representation during the no-contact period applies to a representation initiated by a respondent, and to a representation made in response to a communication initiated by a City official or a City employee ~~[member of the City Council, member of a City board, or any other official, employee, or agent of the City]~~ other than the authorized contact person.

(D) If the City withdraws a solicitation or rejects all responses with a stated intention to reissue the same or similar solicitation for the same or similar project, the no-contact period shall expire after the ninetieth~~[sixtieth]~~ day after the date the solicitation is withdrawn or all responses are rejected if the solicitation has not been reissued during the ninety~~[sixty]~~ day period.

(E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled.

(F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.

(G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representatives who may be contacted must be included in the solicitation documents.

(H) Representations to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.

(I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.

(J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council

members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

~~[(E) — This section does not apply to a representation:~~

~~(1) — made at a meeting convened by the authorized contact person to evaluate responses;~~

~~(2) — required by Financial Services Department protest procedures for vendors;~~

~~(3) — made at a Financial Services Department protest hearing;~~

~~(4) — provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 (Minority Owned and Female Owned Business Enterprise Procurement Program);~~

~~(5) — made to the City Risk Management coordinator about insurance requirements for a solicitation; and~~

~~(6) — made in public at a meeting held under the Texas Open Meetings Act.]~~

## **2-7-104 Permitted Representations.**

(A) If City seeks additional information from respondent, [If a respondent seeks to make a representation to a City official employee, or agent during the no-contact period], the respondent shall submit the representation in writing only to the authorized contact person. The authorized contact person shall distribute the written representation in accordance with the terms of the particular solicitation. This subsection does not permit a respondent to amend or add information to a response after the response deadline.

(B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. [If a respondent seeks to make a complaint about a particular solicitation to a member of the City Council or a member of a City board, the respondent should include the complaint in his written representation to the authorized contact person.] The authorized contact person shall distribute a[the] complaint regarding the process to members of the c[City] c[ouncil] or members of the City board, to the d[Director] of the d[Department] that issued the solicitation, and to all respondents of the particular solicitation. However, the director or purchasing officer shall not permit

distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's or purchasing officer's sole discretion. Bid protests are not subject to this subsection. Documents related to a bid protest may not be forwarded to council under this subsection.

(C) If a respondent makes a written inquiry regarding a solicitation, the authorized contact person shall provide a written answer to the inquiry and distribute the inquiry and answer to all respondents of the particular solicitation.

(D) If a respondent is unable to obtain a response from the authorized contact person, the respondent may contact the director~~[Director of the Public Works Department]~~ or p~~[P]urchasing o~~~~[O]fficer~~ as appropriate.

(E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event, or where information may be obtained, of a City employee other than the authorized contact person. This section does not permit a respondent to make suggestions or complaints about the contract process that constitute a representation to a City employee other than the authorized contact person. Notwithstanding this subsection, a respondent may not ask a procedural question of a councilmember, a councilmember's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

(F) This Article allows representations:

(1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;

(2) required by Financial Services Department protest procedures for vendors;

(3) made at a Financial Services Department protest hearing;

(4) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9A-D (the *Minority-Owned and Women-Owned Business Enterprise Procurement Program*);

(5) made to the City Risk Management coordinator about insurance requirements for a solicitation;

(6) made in public at a meeting held under Texas Government Code, Chapter 551 (*Open Meetings Act*); or



(7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

(G) Nothing in this article prohibits communication regarding the solicitation between or among City officials or City employees acting in their official capacity.

(H) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.

#### **2-7-105 Notice.**

(A) An employee preparing a solicitation shall include a notice in the solicitation that advises respondents of the requirements of this article, including a notice that if any City official or City employee~~[official, employee or agent of the City]~~, other than the authorized contact person, approaches a respondent for response or solicitation information during the no-contact period, the respondent is at jeopardy if he or she makes any representation in response.

(B) ~~[When a solicitation is issued that requires Council action, t]~~The authorized contact person for that solicitation shall notify council members in writing~~[each City Council member]~~ that the no-contact period for that solicitation is in effect.

(C) When a solicitation is issued that will be reviewed by a City board, the authorized contact person for that solicitation shall notify in writing each member of the board that the no-contact period for that solicitation is in effect.

#### **2-7-106 Disclosure of Prohibited Representation.**

(A) If a City official or City employee receives a representation during the no-contact period for a solicitation, the ~~[City-]~~official or employee shall notify in writing the authorized contact person for that solicitation as soon as practicable. ~~[Notification to the authorized contact person must be made using a form prescribed by the City and include any supporting documentation.]~~

(B) During the no-contact period, a City official or City employee, except for the authorized contact person, shall not solicit a representation from a respondent.

#### **2-7-107 Enforcement.**

(A) A respondent that makes a prohibited representation violates this article. If the authorized contact person for a solicitation is informed, or receives information, that a respondent has made a prohibited representation during the no-contact period, the authorized contact person shall document the representation and notify the director or purchasing officer immediately. ~~[If the authorized contact person for a solicitation finds that a respondent has made a prohibited representation during the no-contact period, the authorized contact person shall document his findings in a report and disqualify the respondent.]~~

(B) If the director or purchasing officer finds that a respondent has violated this article, the respondent is disqualified. ~~[The Financial Services Department and Public Works Department shall adopt rules to administer and enforce this article. The rules must include the provision of written notice of disqualification to the respondent, and a process to protest a disqualification.]~~

(C) If a respondent is disqualified for a solicitation and the solicitation is withdrawn or if all responses are rejected, the respondent is disqualified for a reissue of the same or similar solicitation for the same or similar project. Section 2-7-103(D) does not limit the duration of the disqualification. The director or purchasing officer may determine what constitutes a "same or similar" project for purposes of this subsection.

(D) The Financial Services Department and a department to which the purchasing officer has delegated purchasing authority shall adopt rules to administer and enforce this article. The rules must include the provision of written notice of disqualification to the respondent and a process to protest a disqualification.

(E) This article is not subject to enforcement by the Ethics Review Commission.

#### **2-7-108 Contract Voidable.**

If a contract is awarded to a respondent who has violated this article, the contract is voidable by the City.

#### **2-7-109 Debarment.**

(A) If a respondent has been disqualified under ~~[violates]~~ this article more than two times in a sixty month period ~~[once in a three-year period]~~, the ~~p~~[P]urchasing ~~o~~[O]fficer shall debar a respondent from the sale of goods or services to the City for a period not to exceed three years, provided the respondent is given written notice and a hearing in advance of the debarment.

(B) The Financial Services Department and any department to which the purchasing officer has delegated authority for enforcing this article shall adopt rules to administer and enforce this section. The rules must include a hearing process with written notice to the respondent.

**2-7-110 No Criminal Penalty.**

Section 1-1-99 does not apply to this article.

**2-7-111 Director Discretion.**

A director has the discretion to apply this Article to any other competitive process not covered by this Article.

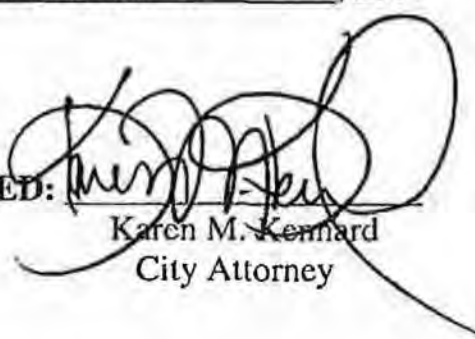
**PART 2.** Section 2-7-999 is renumbered 2-7-99 and moved to the end of Article 5.

**PART 3.** This ordinance takes effect on December 1, 2011.


**PASSED AND APPROVED**

November 10, 2011

**APPROVED:**

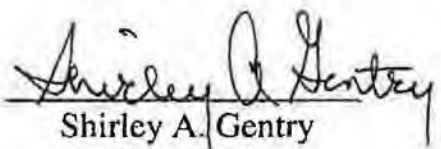
  
Karen M. Kennard  
City Attorney

§  
§  
§



Lee Leffingwell  
Mayor

**ATTEST:**

  
Shirley A. Gentry  
City Clerk



**ADDENDUM**

**REQUEST FOR PROPOSAL (RFP)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**RFP No.: EAD0115**

**Addendum No: 2**

**Date of Addendum:** January 22, 2014

1.0 This addendum is incorporating the following questions, answers, and clarification asked during the pre-proposal conference to the above-referenced RFP.

- 1.1 Q: Do all candidates go through the whole process or is there a cut score?  
A: There is a cut score on the written multiple choice exam, as determined by the selected consultant, to determine which employees will make it through to the assessment center.

2.0 In Section 0500 Scope of Work, page 1, the chart under item 2.0, the numbers for Commander – Field and Captain – Field were inadvertently switched. The correct numbers are listed below:

Rank	Written Multiple Choice Examination	Technical Skills Evaluations	Assessment Center	Estimated Exam Date
Commander – Field	29	Not Required	Yes	6/18/14
Commander – Communications	10	Not Required	Yes	6/18/14
Captain – Field	68	Not Required	Yes	7/16/14
Captain – Communications	9	Not Required	Yes	8/14/14
Medic II – Field	165	At Chief's Discretion	N/A	TBD
Medic – II Communications	18	At Chief's Discretion	N/A	TBD

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin D Vincent, Senior Buyer  
Purchasing Office

1.22.14  
Date



ACKNOWLEDGED BY:

I/O Solutions  
Vendor Name

  
Authorized Signature

4-21-14  
Date

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



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

**RFP No.: EAD0115**

**Addendum No: 3**

**Date of Addendum: January 31, 2014**

- 
- 1.0 This addendum is incorporating the following questions and answers, to the above-referenced RFP.
- 1.1 Q: Since a job analysis, corresponding test validation, and test development normally require about five months to complete, is the RFP scenario correct?  
A: Yes.
- 1.2 Q: The RFP states that the anticipated date of award for this contract is May 2014. Since the first exam is scheduled in June, is that date correct?  
A: At this time, yes. The selected Consultant and the City can discuss upon contract award and execution if this will be an issue.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin D'Vincent, Senior Buyer  
Purchasing Office

1-31-14  
Date

ACKNOWLEDGED BY:

I/D SOLUTIONS, INC.  
Vendor Name

  
Authorized Signature

02/03/14  
Date

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