



Amendment No. 3
to
Contract No. GA150000009
for
Web EOC Software Maintenance and Support
between
ESI ACQUISITION INC
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective October 24, 2017 the term for the extension option will be October 24, 2017 through October 23, 2018 and with one (1) option remaining. For every renewal option, the City will remove item: SS CJMS7-MPR-TXI (WevEOC Mapper Professional Software Support (UP)).
- 2.0 The total contract amount is increased by \$11,780.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2014 – 10/23/2015	\$27,070.00	\$27,070.00
Amendment No. 1: Option 1 – Extension 10/24/2015 – 10/23/2016	\$15,522.00	\$42,592.00
Amendment No. 2: Option 2 – Extension Remove item: SS CJMS7-MPR-TXI (WevEOC Mapper Professional Software Support (UP)) 10/24/2016 – 10/23/2017	-\$4,418.70 \$11,103.30	\$53,695.30
Amendment No. 3: Option 3 – Extension Remove item: SS CJMS7-MPR-TXI (WevEOC Mapper Professional Software Support (UP)) Modified Quote: 00006526 10/24/2017 – 10/23/2018	\$11,780.00	\$65,475.30

- 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: Brad Williams 10/30/17

Printed Name: Brad Williams
Authorized Representative
ESI ACQUISITION INC.
823 Broad Street
Augusta, TX 30901-1442
kent.cawley@intermedix.com

Sign/Date: Paula Barrieffe 11/3/2017

Paula Barrieffe
Procurement Specialist I - IT Procurement
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. GA150000009
For
Web EOC Software Maintenance and Support
between
ESI ACQUISITION INC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 24, 2016 the term for the extension option will be October 24, 2016 to October 23, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$11,103.30 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/24/14-10/23/15	\$27,070.00	\$27,070.00
Amendment No. 1: Option 1 10/24/15 – 10/23/16	\$15,522.00	\$42,592.00
Amendment No. 2: Option 2 Remove item: SS CIMS7-MPR-TXI (WevEOC Mapper Professional Software Support (UP) 10/24/16 -10/23/17	-\$4,418.70 \$11,103.30	\$53,695.30

- 3.0 MBEI/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 & Date:

Braid Williams 9-19-16

Print Name:

Braid Williams

Authorized Representative

Signature & Date:

Beatrice Washington 10-6-16

Beatrice Washington, Contract Compliance Specialist Sr.
City of Austin
Financial Services
Purchasing Office

ESI ACQUISITION INC
823 Broad Street
Augusta, TX 30901-1442



Amendment No. 1
of
Contract No. GA150000009
For
Web EOC Software Maintenance and Support
between
ESI ACQUISITION INC
and the
City of Austin

1.0 The contract award is hereby corrected to reflect the following which was stated in the initial solicitation:

1.1 Term of Contract: The Contract will be in effect for an initial term of 12-months and may be extended thereafter for up to four 12-month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.2 Compensation : The Contractor shall be paid a total Not-to-Exceed amount of \$27,070.00 for the initial Contract term and Not to Exceed \$15,522.00 for option #1, \$15,988.00 for option #2, \$16,468.00 for option #3 and \$16,468 for the final option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

2.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 24, 2015 the term for the extension option will be October 24, 2015 to October 23, 2016 and there are three remaining options.

3.0 The total contract amount is increased by \$15,522.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/24/14 – 10/23/15	\$27,070.00	\$27,070.00
Amendment No. 1: Option 1 10/24/15 – 10/23/16	\$15,522.00	\$42,592.00

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

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

6.0 All other terms and conditions remain the same.

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

Signature & Date:

Michael Wallace, CFO

ESi Acquisition, Inc.
823 Broad Street
Augusta, GA 30901

10/22/15

Signature & Date:

Beatrice Washington, Contract Compliance Specialist Sr.

IT Procurement Team
City of Austin
Financial Services
Purchasing Office

Beatrice Washington 10/22/15

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
ESI Acquisitions, Inc. (“Contractor”)
For
Web EOC Software with Maintenance and Support**

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 ESI Acquisitions, Inc. having offices at 826 Broad Street, Augusta, Georgia 30901 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 RQM-14070100425.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation For Bid, RQM-14070100425 including all documents incorporated by reference
- 1.1.3 ESI Acquisitions, Inc. Offer, dated August 4, 2014, including subsequent clarifications

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

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

1.3 Delivery. The Contractor shall deliver Web EOC Software with Maintenance and Support specified in the Solicitation within 30 calendar days after receipt of order either verbally or in writing.

1.4 Compensation. The Contractor shall be paid a total amount of \$91,516,000 as indicated in the Offer. Payment shall be made as indicated in the Solicitation after acceptance of the goods and/or services.

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

- 1.5.1 N/A

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

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

ESI Acquisitions, Inc.

Brad Williams

Printed Name of Authorized Person

Signature

Inside Account Sales Manager

Title:

June 12, 2014

Date:

CITY OF AUSTIN

Jonathan Harris

Printed Name of Authorized Person

Signature

Senior Buyer Specialist

Title:

11-4-14

Date:



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

November 5, 2014
ESI Acquisitions, Inc.
Brad Williams, Public Contracts Manager
826 Broad Street
Augusta, Georgia 30901
Mr. Williams:

The Austin City Council approved the execution of a contract with your company for Storage used for Public Safety Critical Data.

Responsible Department:	Communication Technology Management (CTM)
Department Contact Person:	Chris Stewart
Department Contact Email Address:	Chris.Stewart@austintexas.gov
Department Contact Telephone:	(512) 974-0918
Project Name:	Web EOC Software with Maintenance and Support
Contractor Name:	ESI Acquisitions, Inc.
Contract Number:	MA 5600-GA 150000009
Contract Period:	October 24, 2014 through October 23, 2015
Dollar Amount:	Not-to-exceed \$91,516.00 per initial contract term.
Extension Options:	Forty eight (48) months
Requisition Number:	RQM-14070100425
Solicitation Number:	JXH0004
Agenda Item Number:	22
Council Approval Date:	October 23, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris
Senior Buyer Specialist
Purchasing Office
Financial Services Department

cc: Chris Stewart, Public Safety, IT Supervisor



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: JXH0004

DATE ISSUED: July 7th, 2014

REQUISITION NO.: RQM-14070100425

COMMODITY CODE: 92045

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

Jonathan Harris

Senior Buyer Specialist

Phone: (512) 974-1771

E-Mail: jonathan.harris@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: WebEOC Software with
Maintenance and Support

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00pm CST July 29th, 2014 @

BID OPENING TIME AND DATE: 2:15pm CST July 29th, 2014 @

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

LIVE BID OPENING ONLINE:

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

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

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL, _1_ COPY, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	*
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	N/A
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

Company Name: ESi Acquisition, Inc.

Federal Tax ID No.: 

Printed Name of Officer or Authorized Representative: Brad Williams

Title: VP

Signature of Officer or Authorized Representative: 

Date: August 4, 2014

Email Address: ags-sales@intermedix.com

Phone Number: 706-823-0911

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

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
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						
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						
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

Section 0835: Non-Resident Bidder Provisions

Company Name ESi Acquisition, Inc.

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

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

Answer: Non-resident bidder

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

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

Answer: NO Which State: GA

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

Answer: _____

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
JXH0004**

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 not later than (5) business days prior to bid opening. Submissions may be made via email to: jonathan.harris@austintexas.gov or via fax at (512) 974-2388.

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:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 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.
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. **DELIVERY REQUIREMENTS:**

Location:

Days: Monday-Friday 7:30am-
4:30pm

Combined Transportation, Emergency &
Communications Center. 5010 Old Manor Road
Austin, Texas 78723

- A. Delivery is to be made within 30 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

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- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	CTECC
Attn:	Chris Stewart
Address	5010 Old Manor Road
City, State Zip Code	Austin, Texas 78723

- B. The Contractor agrees to accept payment by 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.

7. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. 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.

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- 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>

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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JXH0004**

- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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

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

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

Chris Stewart

IT Supervisor, City of Austin - CTECC

Chris.stewart@austintexas.gov

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: JXH0004
ADDENDUM NO. 1
DATE OF ADDENDUM: July 9th, 2014

This addendum is to incorporate the following changes to the solicitation:

- 1) The initial bid sheet, Section 0600 is hereby replaced with an updated one, Section 0600R which corrected an administrative error in the footer. This document has been corrected in the solicitation packet and a copy is attached to the addenda.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Jonathan Harris
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

ESi Acquisition, Inc.	<u><i>David L. Harris</i></u>	<u>8/1/14</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: JXH0004
ADDENDUM NO. 2
DATE OF ADDENDUM: July 29th 2014

This addendum is to incorporate the following changes to the solicitation:

1) The Bid Opening Date and time are hereby changed to:

Bid Due prior to 2:00 PM on August 12, 2014

Bid Opening Time and Date: 2:15 PM on August 12, 2014

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Jonathan Harris
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

ESi Acquisition, Inc. *[Signature]* 8/1/14
SUPPLIER AUTHORIZED SIGNATURE DATE

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: JXH0004
ADDENDUM NO. 3
DATE OF ADDENDUM: July 31st 2014

This addendum is to incorporate the following changes to the solicitation:

- 1) The revised bid sheet, Section 0600R is hereby replaced with an updated one, Section 0600R Second Revision which updated the bid items. This document has been corrected in the solicitation packet and a copy is attached to the addenda.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Jonathan Harris
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

<u>ESi Acquisition, Inc.</u>	<u><i>David Williams</i></u>	<u>8/1/14</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

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