

Amendment No. 4
to
Contract No. 8100 NS080000048
for
Fingerprinting/Criminal History Background Services
between
Transportation Security Clearinghouse
and the
City of Austin

- 1.0 The City hereby exercises adds an administrative increase to this contract. . No options to extend this Master Agreement remain.. This contract expires no later than 06/30/2023.
- 2.0 The total contract amount is increased by \$60,000 by this Administrative Increase. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01D-112008-06/30/2013		
	\$300,000.00	\$300,000.00
Amendment No. 1: Option 1 - Extension 07/01/2013 - 06/30/2018		
	\$300,000.00	\$600,000.00
Amendment No. 2: Administrative Increase of \$58,000.00 (9/26/16)	\$58,000.00	\$658,000.00
Amendment No. 3: Option 2 - Extension 07/01/2018 - 06/30/2023		
	\$300,000.00	\$958,000.00
Amendment No. 4: Administrative Increase of \$60,000 (4/4/19)	\$60,000.00	\$1,018,000.00

- 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..

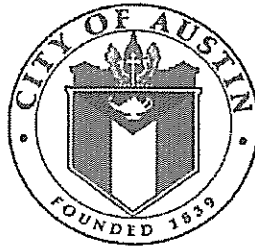
BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Pat Monahan 4/4/19
Authorized Representative

Transportation Security Clearinghouse
601 Madison St. Ste. 400
Alexandria, VA 22314-1756

Sign/Date: Jim Howard 04/05/19

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



Amendment No. 3
to
Contract No. 8100 NS080000048
for
Fingerprinting/Criminal History Background Services
between
Transportation Security Clearinghouse
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be 07/01/2018 through 06/30/2023. No options to extend Master Agreement remain.
- 2.0 The total contract amount is increased by \$300,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/01/2008 – 06/30/2013	\$300,000.00	\$300,000.00
Amendment No. 1: Option 1 – Extension 07/01/2013 – 06/30/2018	\$300,000.00	\$600,000.00
Amendment No. 2: Administrative Increase of \$58,000.00	\$58,000.00	\$658,000.00
Amendment No. 3: Option 2 – Extension 07/01/2018 – 06/30/2023	\$300,000.00	\$958,000.00

- 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:

Carter Morris 6/29/17

Printed Name: Carter Morris
Authorized Representative

Transportation Security Clearinghouse
601 Madison St. Ste. 400
Alexandria, VA 22314-1756

Sign/Date:

Bartley Tyler 6/30/17

Printed Name: Bartley Tyler
Authorized Representative

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



Amendment No. 2
to
Contract No. NS080000048
for
Fingerprinting/Criminal History Background Services
between
TRANSPORTATION SECURITY CLEARINGHOUSE
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000 effective 09/22/2016.
- 2.0 The total contract amount is increased by \$58,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/01/2008 – 06/30/2013	\$300,000.00	\$300,000.00
Amendment No. 1 : Option 1 07/01/2013 – 06/30/2018	\$300,000.00	\$600,000.00
Amendment No. 2: Administrative Increase 09/22/2016	\$58,000.00	\$658,000.00

- 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 Carter Morris in blue ink.

Printed Name: Carter Morris
Authorized Representative

TRANSPORTATION SECURITY CLEARINGHOUSE
601 Madison St. Ste. 400
Alexandria, VA 22314-1756

Signature:

Handwritten signature of Jonathan Dalchau in blue ink.

9/26/2016

Jonathan Dalchau, Senior Buyer Specialist
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. NS080000048
for
Fingerprinting/Criminal History Background Services
between
TRANSPORTATION SECURITY CLEARINGHOUSE
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 1, 2013, the term for the extension option will be July 1, 2013 to June 30, 2018 and there is one remaining option.
- 2.0 The total Contract amount is increased by \$300,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/01/08 – 06/30/13	\$300,000.00	\$300,000.00
Amendment No. 1 : Option 1 07/01/13 – 06/30/18	\$300,000.00	\$600,000.00

- 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 & Date:

Printed Name: Carter Morris
Authorized Representative

Signature & Date:

Debbie DePaul 6/28/13
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

TRANSPORTATION SECURITY CLEARINGHOUSE
601 Madison St. Ste. 400
Alexandria, VA 22314-1756

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TRANSPORTATION SECURITY CLEARINGHOUSE
For
FINGER PRINTING AND CRIMINAL BACK GROUND CHECKS**

This Contract is made on the date signed by an authorized representative of the City of Austin ("Effective Date"), by and between Transportation Security Clearinghouse ("Contractor") having offices at 601 Madison Street, Suite 400, Alexandria, VA 22314 and the City of Austin, Texas ("City"), a home-rule municipality incorporated by the State of Texas.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES.

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Stephen Wentworth, Phone: (703) 824-0500 Ext. 102, swentworth@tsc-csc.com. The City's Contract Manager for the engagement shall be Doug Ross, (512) 530-7529, doug.ross@ci.austin.tx.us.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein 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.

2.2 **Tasks.** In order to accomplish the work described here, the Contractor shall perform each of the following tasks:

2.2.1 Contractor shall provide fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked mail format cards and electronic format. All fingerprints are submitted through the Transportation Security Clearinghouse for processing and those that are submitted in an electronic format will be charged a flat fee of \$27.00. All fingerprints submitted in inked mail format cards will be charged a processing fee of \$29.00. In the event the Transportation Security Administration ("TSA") determines the pricing needs to be changed, Contractor shall notify the City in writing of such change and request an appropriate increase.

SECTION 3. COMPENSATION.

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$300,000.00 for the initial five (5) year term with two five (5)

year extension options, in amount not to exceed \$300,000.00 per extension option, for a total Contract amount not to exceed \$900,000.00 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a non duplicated 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. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin-Bergstrom International Airport
Attn:	Airport Police Division
Address:	3600 Presidential Blvd., #508
City, State, Zip Code	Austin, TX 78719

3.2.2 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.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 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.

3.3 **Payment.**

3.3.1 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.

3.3.2 If payment is not timely made,(per this paragraph), interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month 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.

3.3.3 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;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 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;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,;

3.3.3.4 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;

3.3.3.5 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;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 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.

3.3.5 Payment will be made by bank draft unless the parties mutually agree to payment by credit card. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

3.4 **Non-Appropriation.** 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.

3.5 **Travel Expenses.** There are no travel expenses allocated for this Contract.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 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

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION.

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of five (5) years from the Effective Date and may be extended thereafter for up to two (2) additional five (5) year periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

4.1.2 This is a fifteen (15) year Contract. Prices are firm for the first five (5) years unless an increase is mandated by the TSA.

4.2 **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.

4.3 **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 the "Right to Assurance paragraph herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

4.4 **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. 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. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **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.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES.

5.1 Equal Opportunity.

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor has signed and returned the Non-Discrimination Certification with their Offer.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **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 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.

5.3 Delays.

5.3.1 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 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 herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 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.

5.4 **Ownership And Use Of Deliverables:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5 **Rights to 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 Open Records Act, Chapter 552, Texas Government Code.

5.6 **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.

SECTION 6. WARRANTIES.

6.1 Warranty – Price.

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 **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.

6.2.1 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.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. 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.

6.2.3 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.

SECTION 7. MISCELLANEOUS

7.1 **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.1.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation filed by a member against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 Right To Audit.

7.2.1 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.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3 Indemnity.

7.3.1 Definitions:

7.3.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of

litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.3.1.1.1 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;

7.3.1.1.2 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),

7.3.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.3.2 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 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.

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

7.5 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 City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Anne Forsey, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Transportation Security Clearing House

ATTN: Stephen Wentworth, Contract Manager

601 Madison Street, Suite 400

Alexandria, VA 22314

7.6 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 Contract, 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.

7.7 **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.

7.8 **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.

7.9 **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 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.

7.10 **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.

7.11 **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.

7.12 **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.

7.13 **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.

7.14 **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.

7.15 **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.

7.16 **Dispute Resolution.**

7.16.1 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.

7.16.2 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 costs of mediation equally.

7.17 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.17.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.17.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.17.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) 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 Contractor 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.

7.18 **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.

7.19 **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.

7.20 **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.

7.21 **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.

7.22 **Non-Suspension or Debarment Certification**. 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.

7.23 Incorporation of Document.: Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm> .

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TRANSPORTATION SECURITY CLEARING
HOUSE

By: 
Signature

Name: Stephen J. Westworth
Printed Name

Title: Manager, Finance + Administration

Date: 07-01-08

CITY OF AUSTIN

By: 
Signature

Name: Stephen T. Aden
Printed Name

Title: Supervising Sr. Buyer

Date: 7/14/08

CITY OF AUSTIN, TEXAS

**Purchasing Office
REQUEST FOR QUOTATION (RFQ)
SOLE SOURCE
Offer Sheet**

SOLICITATION NO: CB300970

COMMODITY/SERVICE DESCRIPTION: ELECTRONIC
FINGERPRINTING SERVICES- ABIA

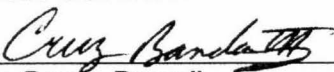
DATE ISSUED: OCTOBER 1, 2007

REQUISITION NO.: RQM8100-07072700970

PRE-QUOTE CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

QUOTE DUE PRIOR TO: 2:00 PM; OCTOBER 12, 2007


Cruz Banda, Buyer II

QUOTE CLOSING TIME AND DATE: 2:00 PM; OCTOBER 12, 2007

Phone: (512) 974-2133

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

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.

All Contractors and Subcontractors must be registered to do business with the City prior to award of a contract. 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 www.cityofaustin.org/purchase and follow the directions.

***** **SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF ALL REQUIRED DOCUMENTS*******

SOLICITATION TO:

AIR8303890 1
TRANSPORTATION SECURITY
CLEARINGHOUSE
601 MADISON ST STE 400
ALEXANDRIA, VA. 22314-1756



Signature of Person Authorized to Sign Quote

Julie Santana, Mgr. Finance & Admin.

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

FEDERAL TAX ID NO. 

Date: 10/2/07

Company Name: Transportation Security Clearinghouse

Address: 601 Madison Street Suite 400

City, State, Zip Code: Alexandria, VA 22314

Phone No. (703) 797-2550

Fax No. (703) 820-1395

Email Address: julie.santana@tscare.org

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	2
0500	RESERVED	N/A
0600	QUOTE SHEET	1
0700	REFERENCE SHEET	N/A
0800	CERTIFICATIONS (Non-Discrimination and Non-Suspension or Debarment)	2
0900	Not Applicable (N/A)	N/A
1000	NO OFFER RESPONSE FORM	1

All other Sections may be viewed at: <http://www.ci.austin.tx.us/purchase> by clicking the link to "Current Purchasing Notices"

RETURN FOLLOWING DOCUMENTS WITH QUOTE**

- Cover Page Offer Sheet (RFQ)
- Section 0600, Quote Sheet(s)
- Section 0700, Reference Sheet (if required)
- Section 0800, Certifications (Non-Discrimination and Non-Suspension or Debarment)

**** 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 Quote.**

NOTES:

The Quoter agrees, if this quote is accepted within _____ calendar days (30 days unless a different period is inserted) after date of opening, to fully comply in strict accordance with the solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Quote.

*** INCORPORATION OF DOCUMENTS.** As of March 22, 2000, three (3) Sections of the solicitation documents have been made available via the Internet. These three sections: Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>. Please select the appropriate set of documents for the type solicitation – i.e. Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quotations (RFQ).

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 below address. 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.

When sending a sealed Quote, use the proper address for the type of service desired, as shown below.

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

Notes: Quotes that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the solicitation, telegraphic or facsimile Quotes will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

The following Supplemental Purchase Provisions apply to this solicitation.

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 4 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via e-mail at cruz.banda@ci.austin.tx.us or via FAX (512) 974-2388 no later than October 5, 2007.

2. **INSURANCE** (reference paragraph 32 in section 0300). Insurance is not required for this solicitation,

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for a period of **60- months** and may be extended thereafter for up to **Two-(2)** additional **60- month** periods, subject to the approval of the Contractor and the City Manager 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).

4. **QUANTITIES:**

The quantities 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:
Austin-Bergstrom International Airport	Monday through Friday
Airport Police Division	8:30 am to 4:30 pm CST
3600 Presidential Blvd. #508	
Austin, TX 78719	

A. Unless requested by the City, deliveries shall not be made on the following City-recognized legal holidays: (See Section 0300, Paragraph 52)

6. **INVOICES** (reference paragraph 12 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin-Bergstrom International Airport
Attn:	Airport Police Division
Address	3600 Presidential Blvd. #508

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

City, State Zip Code	Austin, TX 78719
----------------------	------------------

7. **ESCALATION (price change)**

In recognition of these services regulated by the Transportation Security Administration (TSA), the contractors cost may increase or decrease and passed on to the City based on notification from TSA to the contractor. The Contractor shall provide the City a written notification of this change.

In addition to the above statement a price adjustment (increase or decrease) for a period may be requested by either the City or the Contractor subject to the following considerations:

- A. Such adjustment must be solely for the purpose of accommodating an increase/decrease in the Contractor's employment cost after each twelve month period.
- B. Request for the same must be made in writing and supported by acceptable documentation of the cost increase/decrease. Any such request shall be submitted for approval to the Airport Authority no less than thirty (30) days prior to each renewal period.
- C. A letter should be sent to the Airport Authority clearly stating Price Adjustment increase/decrease) request with name and number of the contract in the contents and on the outside of the envelope.
- D. An itemized revised price list should be included with the letter indicating effective date.

The amount of any Price Adjustment requested, as well as the Airport Authority experience with the services for the year then ending, will be used in the determination as to whether or not any price increase/decrease(s) will be authorized.

8. **CONTRACT MANAGER:**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Tim Schroeder, Airport Police Lieutenant

Austin-Bergstrom International Airport

3600 Presidential Blvd. Ste. 411

Austin, TX 78719

PHONE: (512) 530-6364

Tim.schroeder@ci.austin.tx.us

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: ELECTRONIC FINGERPRINTING SERVICES

BID NO. RFQ CB300970

RX NO. RQM 8100-07072700970

DATE: OCTOBER 12, 2007

BUYER: Cruz Banda, Buyer II

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: The City anticipates annual expenditures of \$60,000.00 the initial term of this contract shall be for a period of sixty (60) months.

Item No.	Description	Unit Price
1.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in an <u>electronic format</u> will be charged a processing fee of:	\$29.00 \$ 27.00
2.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in <u>inked mail format</u> cards will be charged a processing fee of:	\$31.00 \$ 29.00

Please return with this document an updated sole source letter and financial statement of TSC account for Austin-Bergstrom International Airport.

Company Name: Transportation Security Clearinghouse

Authorized Contact person: Julie Santana

Signature: Julie Santana

Address: 601 Madison St Ste 400 Alexandria
VA 22314

Phone Number: 703(797-2550)

Fax Number: 703-820-1395

Cell Phone: —

Email Address: julie.santana@aaae.org

City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION, (RFQ) CB300970

I hereby certify that our firm conforms to the City Code Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure 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, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this 2 day of 10, 2007 Vendor's Name Transportation Security Clearance
Signature Julie Santana Printed Name Julie Santana Title Mgr. Finance & Admin

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION (RFQ) CB300970

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

Project Description Airport CHRC

Vendor's Name Transportation Security Clearinghouse

Signature (Authorized Representative) Julie Santana

Printed Name: Julie Santana

Title Mgr. Finance & Administration

Date 10/2/07



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

July 15, 2008

Transportation Security Clearinghouse
601 Madison Street, Ste 400
Alexandria, VA 22314

The Austin City Council has approved the execution of a contract with your company for ELECTRONIC FINGERPRINTING SERVICES for the Austin-Bergstrom International Airport, Aviation Department in accordance with the referenced solicitation.

Responsible Department:	Aviation Department
Department Contact Person:	Does Ross
Department Contact Email Address:	doug.rossr@ci.austin.tx.us
Department Contact Telephone:	512-530-7529
Project Name:	Fingerprinting Services
Contractor Name:	Transportation Security Clearinghouse
Contract Number:	MA – NS080000048
Contract Period:	July 1, 2008 thru June 30, 2013
Extension Options:	Two 5-year options
Requisition Number:	RQM 8100 08041500531
Solicitation Number:	Sole Source
Agenda Item Number:	No.44
Council Approval Date:	June 18, 2008

A copy of the contract/purchase order will be forwarded by mail.

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.

Sincerely,

Cruz Banda, Buyer II
Purchasing Office
Finance and Administrative Service Department

cc:

CITY OF AUSTIN, TEXAS

**Purchasing Office
REQUEST FOR QUOTATION (RFQ)
SOLE SOURCE
Offer Sheet**

SOLICITATION NO: CB300970

COMMODITY/SERVICE DESCRIPTION: ELECTRONIC
FINGERPRINTING SERVICES- ABIA

DATE ISSUED: OCTOBER 1, 2007

REQUISITION NO.: RQM8100-07072700970

PRE-QUOTE CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

QUOTE DUE PRIOR TO: 2:00 PM; OCTOBER 12, 2007


Cruz Banda, Buyer II

QUOTE CLOSING TIME AND DATE: 2:00 PM; OCTOBER 12, 2007

Phone: (512) 974-2133

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

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******* SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF ALL REQUIRED DOCUMENTS *******

SOLICITATION TO:

**AIR8303890 1
TRANSPORTATION SECURITY
CLEARINGHOUSE
601 MADISON ST STE 400
ALEXANDRIA, VA. 22314-1756**

Signature of Person Authorized to Sign Quote

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () _____ **Fax No. ()** _____

Email Address _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	2
0500	RESERVED	N/A
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0800	CERTIFICATIONS (Non-Discrimination and Non-Suspension or Debarment)	2
0900	Not Applicable (N/A)	N/A
1000	NO OFFER RESPONSE FORM	1

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- Section 0600, Quote Sheet(s)
- Section 0700, Reference Sheet **(if required)**
- Section 0800, Certifications (Non-Discrimination and Non-Suspension or Debarment)

**** 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 Quote.**

NOTES:

The Quoter agrees, if this quote is accepted within _____ calendar days (30 days unless a different period is inserted) after date of opening, to fully comply in strict accordance with the solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Quote.

*** INCORPORATION OF DOCUMENTS.** As of March 22, 2000, three (3) Sections of the solicitation documents have been made available via the Internet. These three sections: Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:
<http://www.ci.austin.tx.us/purchase/standard.htm>. Please select the appropriate set of documents for the type solicitation – i.e. Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quotations (RFQ).

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When sending a sealed Quote, use the proper address for the type of service desired, as shown below.

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

Notes: Quotes that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the solicitation, telegraphic or facsimile Quotes will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

The following Supplemental Purchase Provisions apply to this solicitation.

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 4 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via e-mail at cruz.banda@ci.austin.tx.us or via FAX (512) 974-2388 no later than October 5, 2007.

2. **INSURANCE** (reference paragraph 32 in section 0300). Insurance is not required for this solicitation,

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for a period of **60- months** and may be extended thereafter for up to **Two-(2)** additional **60- month** periods, subject to the approval of the Contractor and the City Manager 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).

4. **QUANTITIES:**

The quantities 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:
Austin-Bergstrom International Airport	Monday through Friday
Airport Police Division	8:30 am to 4:30 pm CST
3600 Presidential Blvd. #508	
Austin, TX 78719	

A. Unless requested by the City, deliveries shall not be made on the following City-recognized legal holidays: (See Section 0300, Paragraph 52)

6. **INVOICES** (reference paragraph 12 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin-Bergstrom International Airport
Attn:	Airport Police Division
Address	3600 Presidential Blvd. #508

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

City, State Zip Code	Austin, TX 78719
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7. **ESCALATION (price change)**

In recognition of these services regulated by the Transportation Security Administration (TSA), the contractors cost may increase or decrease and passed on to the City based on notification from TSA to the contractor. The Contractor shall provide the City a written notification of this change.

In addition to the above statement a price adjustment (increase or decrease) for a period may be requested by either the City or the Contractor subject to the following considerations:

- A. Such adjustment must be solely for the purpose of accommodating an increase/decrease in the Contractor's employment cost after each twelve month period.
- B. Request for the same must be made in writing and supported by acceptable documentation of the cost increase/decrease. Any such request shall be submitted for approval to the Airport Authority no less than thirty (30) days prior to each renewal period.
- C. A letter should be sent to the Airport Authority clearly stating Price Adjustment (increase/decrease) request with name and number of the contract in the contents and on the outside of the envelope.
- D. An itemized revised price list should be included with the letter indicating effective date.

The amount of any Price Adjustment requested, as well as the Airport Authority experience with the services for the year then ending, will be used in the determination as to whether or not any price increase/decrease(s) will be authorized.

8. **CONTRACT MANAGER:**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Tim Schroeder, Airport Police Lieutenant

Austin-Bergstrom International Airport

3600 Presidential Blvd. Ste. 411

Austin, TX 78719

PHONE: (512) 530-6364

Tim.schroeder@ci.austin.tx.us

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: ELECTRONIC FINGERPRINTING SERVICES

BID NO. RFQ CB300970

RX NO. RQM 8100-07072700970

DATE: OCTOBER 12, 2007

BUYER: Cruz Banda, Buyer II

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: The City anticipates annual expenditures of \$60,000.00 the initial term of this contract shall be for a period of sixty (60) months.

Item No.	Description	Unit Price
1.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in an <u>electronic format</u> will be charged a processing fee of:	\$29.00
2.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in <u>inked mail format</u> cards will be charged a processing fee of:	\$31.00

Please return with this document an updated sole source letter and financial statement of TSC account for Austin-Bergstrom International Airport.

Company Name: _____

Phone Number: _____

Authorized Contact person: _____

Fax Number: _____

Signature: _____

Cell Phone: _____

Address: _____

Email Address: _____

City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION, (RFQ) CB300970

I hereby certify that our firm conforms to the City Code Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure 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, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this _____ day of _____, 20____ Vendor's Name _____

Signature _____ Printed Name _____ Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION (RFQ) CB300970

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

Project Description _____

Vendor's Name _____

Signature (Authorized Representative) _____

Printed Name: _____

Title _____

Date _____

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" RESPONSE FORM (RFQ)

SOLICITATION NUMBER: CB300970

Please Complete and Return This Form To the following address to Indicate A "No Offer" Response

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

(DO NOT RETURN ALONG WITH OFFER)

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

☐ Unable to supply. Remove my company from the source list for the COMMODITY / SERVICE GROUP: 99041 Fingerprinting Services.

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

☐ Other (please specify):

Authorized Signature

Company

Title

Address

Date

4/30/98

Byron -
Need your
approval.
Charles - R J

PURCHASING OFFICE
CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

DATE: April 8, 2008

TO: Purchasing Officer or Designee

FROM: Doug Ross

NAME: _____

PHONE: 530-7529

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. **Fingerprinting services in the amount of \$ 60,000/year. On November 26, 2001, the Federal Aviation Administration and the American Association of Airport Executives (AAAE) entered into an agreement to facilitate the processing of fingerprints. Under this agreement, the Clearinghouse collects fingerprints and fees submitted by all regulated parties, to include Austin-Bergstrom International Airport, in accordance with 49 CFR Parts 1542.209 and 1544.229. [NOTE: 49 CFR Parts 1500 et. seq., effective February 17, 2002, transfers the FAA's rules governing civil transportation security to the Transportation Security Administration (TSA).]**

To transition to the Clearinghouse, all regulated parties, INCLUDING the City of Austin's Department of Aviation, must establish an account with the Clearinghouse by March 25, 2002. For information about establishing an account, contact a Clearinghouse customer service representative at (703) 797-2550. The physical address is Transportation Security Clearinghouse, 601 Madison St., Suite 400, Alexandria, Va., 22314-1756.

3. Definition of Sole Source Procurement Condition (use one or more items). This procurement is necessary because:
 - A. There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork.

Detail Explanation:

- B. The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation.

Detail Explanation: **All fingerprint submissions (inked cards and electronic), as well as fingerprint fees from the City of Austin Department of Aviation must be sent through the Transportation Security Clearinghouse in accordance with federal regulations.**

- C. The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

Detail Explanation:

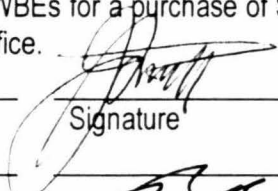
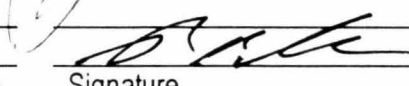
4. Vendor Contacted: A reasonable effort was made to obtain goods/services from MBEs/WBEs and other sources. The following vendors were contacted:

	Vendor Name Person Contacted / Telephone Number	Indicate MBE/WBE or Non MBE/WBE
A.	Transportation Security Clearinghouse 601 Madison St. Suite 400 Alexandria, VA. 22314-1756 703-797-2550	Non MBE/WBE
B.		
C.		

5. If MBEs/WBEs were not contacted and/or not awarded the contract, state reasons.

Not Applicable...Federal regulations preclude the use of any other entity.

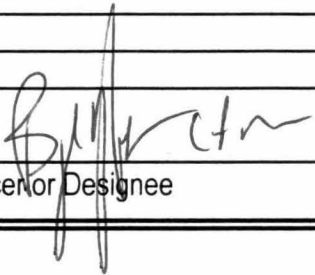
6. I certify that a Sole Source Procurement exists and that the above efforts were undertaken in obtaining goods/services from other vendors including MBEs/WBEs for a purchase of \$500 or more. (Sections 4 and 5 must be completed) Forward to the Purchasing Office.

Jim Smith Director (printed)	Aviation Department	 Signature	4/8/08 Date
Over \$5,000		 Signature	4/10/08 Date
Robert Goode ACM Name (printed)	City Manager's Office		

Purchasing Office:

☒ Concur

☐ Do Not Concur


Purchasing Officer or Designee

05/01/08
Date



TRANSPORTATION
SECURITY
CLEARINGHOUSE

October 15, 2007

Austin – Bergstrom International Airport
Security & ID Office
Obdulio Ferrer
3600 Presidential Blvd.
Austin, TX 78719

To Whom It May Concern:

This letter is to provide documentation that the Transportation Security Clearinghouse, TSC, is a sole source provider for fingerprinting / criminal history background check services to all airports run by the Transportation Security Administration, TSA. All fingerprints are submitted through the TSC for processing and those that are submitted in an electronic format will be charged a \$27 processing fee.

If you have any questions or need further assistance, please feel free to contact me at my direct phone number 703-824-0500 x142

Sincerely,

A handwritten signature in cursive script that reads "Julie Santana".

Julie Santana
Transportation Security Clearinghouse

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

The following Supplemental Purchase Provisions apply to this solicitation.

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 4 in Section 0200)

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A. The Contract shall be in effect for a period of **60- months** and may be extended thereafter for up to **Two-(2)** additional **60- month** periods, subject to the approval of the Contractor and the City Manager or his designee.

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Austin, TX 78719	

A. Unless requested by the City, deliveries shall not be made on the following City-recognized legal holidays: (See Section 0300, Paragraph 52)

6. **INVOICES** (reference paragraph 12 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin-Bergstrom International Airport
Attn:	Airport Police Division
Address	3600 Presidential Blvd. #508

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS RFQ-CB300970**

City, State Zip Code	Austin, TX 78719
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7. **ESCALATION (price change)**

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8. **CONTRACT MANAGER:**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Tim Schroeder, Airport Police Lieutenant

Austin-Bergstrom International Airport

3600 Presidential Blvd. Ste. 411

Austin, TX 78719

PHONE: (512) 530-6364

Tim.schroeder@ci.austin.tx.us

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: ELECTRONIC FINGERPRINTING SERVICES

BID NO. RFQ CB300970

RX NO. RQM 8100-07072700970

DATE: OCTOBER 12, 2007

BUYER: Cruz Banda, Buyer II

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: The City anticipates annual expenditures of \$60,000.00 the initial term of this contract shall be for a period of sixty (60) months.

Item No.	Description	Unit Price
1.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in an <u>electronic format</u> will be charged a processing fee of:	\$29.00 \$ 27.00
2.0	Fingerprinting and criminal history background check services for the Austin-Bergstrom International Airport. Methods of service shall be through inked cards and electronic. All fingerprints are submitted through Transportation Security Clearinghouse for processing and those that are submitted in <u>inked mail format</u> cards will be charged a processing fee of:	\$31.00 \$ 29.00

Please return with this document an updated sole source letter and financial statement of TSC account for Austin-Bergstrom International Airport.

Company Name: Transportation Security Clearinghouse

Authorized Contact person: Julie Santana

Signature: Julie Santana

Address: 601 Madison St Ste 400 Alexandria
VA 22314

Phone Number: 703(797-2550)

Fax Number: 703-820-1395

Cell Phone: —

Email Address: julie.santana@aaae.org

City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION, (RFQ) CB300970

I hereby certify that our firm conforms to the City Code Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure 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, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this 2 day of 10, 2007 Vendor's Name Transportation Security Clearance
Signature Julie Santana Printed Name Julie Santana Title Mgr. Finance & Admin

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION (RFQ) CB300970

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

Project Description Airport CHRC

Vendor's Name Transportation Security Clearinghouse

Signature (Authorized Representative) Julie Santana

Printed Name: Julie Santana

Title Mgr. Finance & Administration

Date 10/2/07