



Amendment No. 6  
of  
Contract No. MA 8200 NA160000086  
for  
Client Survey System  
between  
Verint Americas, Inc.  
(Contractor)  
and the  
City of Austin, Texas

1.0 The above referenced contract is amended as follows:

1.1 Modify language in Section 1 under "Data Exports" per Order Form 513620-2.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2017	\$50,000.00	\$50,000.00
Amendment No. 1: Vendor name change from Verint Systems, Inc. to Verint Americas, Inc.	\$0.00	\$50,000.00
Amendment No. 2: Option 1 – Extension 06/16/2017 – 06/15/2018	\$55,000.00	\$105,000.00
Amendment No. 3: Option 2 – Extension 06/16/2018 – 06/15/2019	\$55,000.00	\$160,000.00
Amendment No. 4: Incorporate renewal order form	\$0.00	\$160,000.00
Amendment No. 5: Option 3 – Extension 06/16/2019 – 06/15/2020; management services module added per Order Form 513620-2; Incorporate renewal order form	\$55,000.00	\$215,000.00
Amendment No. 6: Incorporate changes to Section 1, Data Exports per Order Form 513620-2	\$0.00	\$215,000.00

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.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

**Authorized Representatives:**

Verint Americas, Inc.

Signature	 800 North Point Parkway Suite 100 Alpharetta, GA 30005 USA	Bill Shriver VP, Financial Planning & Operations Verint Systems 770.689.2870 770.995.1330 Bill.Shriver@verint.com
Printed Name of Authorized Person	WD Shriver	
Title	2019.08.30	
Date:	17:26:37 -04'00'	

Verint Americas, Inc.  
800 North Point Parkway  
Alpharetta, GA 30005

Approved by SMS

Digitally signed by Approved by SMS  
DN: cn=Approved by SMS, o=Verint Americas  
Inc., ou=Legal Department,  
email=sharon.snyder@verint.com, c=US  
Date: 2019.08.30 14:35:56 -0400

City of Austin Purchasing Office

Signature	
-----------	--

Daniel Dellemonache
Printed Name of Authorized Person

Procurement Specialist III
Title

Date:	9-4-19
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City of Austin  
124 W. 8<sup>th</sup> St. Ste. 310  
Austin, TX 78701

**AMENDMENT TO  
VERINT ORDER NUMBER 513620-2**

This is an Amendment (“Amendment”) to Order 513620-2 between Verint Americas Inc. and City of Austin (the “Order”) between Verint Americas Inc. (“Verint”) and City of Austin, Texas (“Customer”), collectively (the “Parties”). This Amendment is effective as of the date of the later signature hereto (“Amendment Effective Date”).

Whereas, the Parties wish to correct language in Section 1 under “Data Exports.”

1. NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The following sentence under Section 1, Requirements, Data Export, is deleted: “

A monthly scheduled Excel export via email Response data to specific distribution group”

and replaced by the following:

“.A daily scheduled Excel export via email Response data to specific distribution group”

2. All other terms and conditions set forth in the Order shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Verint and Customer have caused this Amendment to be executed by their duly authorized representative as of the Amendment Effective Date.

**ACCEPTED:  
VERINT AMERICAS INC.**

**ACCEPTED:  
CITY OF AUSTIN, TEXAS**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Amendment No. 5  
of  
Contract No. MA 8200 NA160000086  
for  
Client Survey System  
between  
Verint Americas, Inc.  
(Contractor)  
and the  
City of Austin, Texas

- 1.0 The City hereby exercises this extension option for the above referenced contract effective 06/16/2019 – 06/15/2020. Two (2) extension options remain.
- 2.0 The above referenced contract is amended as follows:
- 2.1 The management services module is added per Order Form 513620-2.
- 2.2 Renewal Order Form is incorporated into this contract.
- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2017	\$50,000.00	\$50,000.00
Amendment No. 1: Vendor name change from Verint Systems, Inc. to Verint Americas, Inc.	\$0.00	\$50,000.00
Amendment No. 2: Option 1 – Extension 06/16/2017 – 06/15/2018	\$55,000.00	\$105,000.00
Amendment No. 3: Option 2 – Extension 06/16/2018 – 06/15/2019	\$55,000.00	\$160,000.00
Amendment No. 4: Incorporate renewal order form	\$0.00	\$160,000.00
Amendment No. 5: Option 3 – Extension 06/16/2019 – 06/15/2020; management services module added per Order Form 513620-2; Incorporate renewal order form	\$55,000.00	\$215,000.00

- 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.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

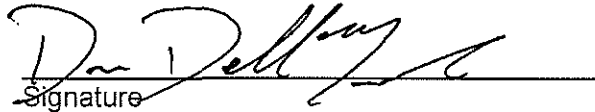
BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

**Authorized Representatives:**

Verint Americas Inc.

City of Austin Purchasing Office

Signature WD  
Shriver  
Printed Name of Authorized Person 2019.04.  
VERINT  
30  
Title 10:55:56  
Date: -04'00'

Signature   
Daniel Dellemonache  
Printed Name of Authorized Person  
Procurement Specialist III  
Title  
Date: 5/1/19

Verint Americas, Inc.  
800 North Point Parkway  
Alpharetta, GA 30005

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

Approved by SMS

Digitally signed by Approved by SMS  
(DN: cn=Approved by SMS, c=United States of America, ou=Legal  
Department, email=Approved by SMS@verint.com, ou=US  
Date: 2019.04.30 10:55:56 -04'00')



800 North Point Parkway  
Alpharetta, GA 30005

Order Creation Date: 01-Apr-2019  
Order Expiration Date: 14-Jun-2019  
Page 1 of 2

## RENEWAL ORDER FORM

To:  
Attn: Accounts Payables  
City of Austin  
Austin Convention Center 500 East Cesar Chavez  
Austin TX 78704  
United States

Contract Number	Customer Name	Start Date	End Date	Amount	Currency
V708917	City of Austin	14-Jun-2019	13-Jun-2020	\$31,660.44	USD

Line #	Service	Start Date	End Date	Amount
1	SAAS	14-Jun-2019	13-Jun-2020	\$31,660.44

Line #	Covered Line	Start Date	End Date	Qty	Amount
1.1	Verint Enterprise Feedback Management Class 100 Level 1 Bundle - SaaS EFM Class 100, Level 1 Bundle SaaS is comprised of the following: twenty-five (25) EFM Kilo Completes (25,000 Completes) via any one or more of the following sources: surveys, email, web, intercept, mobile (including offline), and SMS; twelve (12) Kilo Verbatims (12,000 Verbatims) of Survey-only Text Analytics.	14-Jun-2019	13-Jun-2020	1	\$28,774.79
1.2	Verint Enterprise Feedback Management User - SaaS	14-Jun-2019	13-Jun-2020	5	\$2,885.65
Total					\$31,660.44

- Payment Terms: Net 30 days
- An invoice will be issued after acceptance of order. **\*Quote does not include any applicable taxes.\***
- Is a PO required to invoice? If Yes, PO# \_\_\_\_\_

If Customer agrees to this Order, please indicate acceptance by signing below. By signing, you represent that you are authorized to sign this Agreement on behalf of Customer. Please sign and return to commit your purchase, then a formal invoice will be sent by Verint Accounting for payment.

Accepted and Agreed By:

City of Austin

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name & Title Printed

\_\_\_\_\_  
Date



Amendment No. 4  
to  
MA8200 NA160000086  
for  
Client Survey System  
between  
Verint Systems, Inc. (Contractor)  
and the  
City of Austin

1.0 The above referenced contract is amended as follows: Renewal Order Form incorporated into contract.

Term	Action Amount	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2017	\$50,000.00	\$50,000.00
Amendment No. 1: Vendor name change from Verint Systems, Inc. to Verint Americas, Inc.	\$0.00	\$50,000.00
Amendment No. 2: Option 1 – Extension 06/16/2017 – 06/15/2018	\$55,000.00	\$105,000.00
Amendment No. 3: Option 2 – Extension 06/16/2018 – 06/15/2019	\$55,000.00	\$160,000.00
Amendment No. 4: Incorporate renewal order form	\$0.00	\$160,000.00

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

3.0 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.

4.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

**Authorized Representative:**

Contractor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Verint Americas, Inc.  
800 North Point Parkway  
Alpharetta, GA 30005

Signature: \_\_\_\_\_

City of Austin Purchasing Office

Printed Name: \_\_\_\_\_

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

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





Amendment No. 3  
to  
Contract No. 8200 NA160000086  
for  
Client Survey System  
Between  
Verint Americas, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. Effective June 16, 2018, the term for the extension option will be June 16, 2018 to June 15, 2019. Three (3) options remain.
- 2.0 The total contract amount is increased by \$55,000.00 by this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2017	\$50,000.00	\$50,000.00
Amendment No. 1: Vendor Name Change from Verint Systems, Inc. to Verint Americas, Inc.	\$0.00	\$50,000.00
Amendment No. 2: Option 1 – Extension 06/16/2017 – 06/15/2018	\$55,000.00	\$105,000.00
Amendment No. 3: Option 2 – Extension 06/16/2018 – 06/15/2019	\$55,000.00	\$160,000.00

- 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: Lynn Machleit  
VP Finance  
Printed Name: 5-4-2018  
Authorized Representative

Verint Americas Inc.  
800 North Point PKWY  
Alpharetta, GA 30005

Sign/Date: James T. Howard  
Printed Name: JAMES T. HOWARD  
Authorized Representative

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





Amendment No. 2  
to  
Contract No. 8200 NA160000086  
for  
Client Survey System  
Between  
Verint Americas, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. Effective June 16, 2017, the term for the extension option will be June 16, 2017 to June 15, 2018. Four options remain.
- 2.0 The total contract amount is increased by \$55,000.00 by this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2017	\$50,000.00	\$50,000.00
Amendment No. 1: Vendor Name Change from Verint Systems, Inc. to Verint Americas, Inc.	\$0.00	\$50,000.00
Amendment No. 2: Option 1 – Extension 06/16/2017 – 06/15/2018	\$55,000.00	\$105,000.00

- 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Authorized Representative

Verint Americas Inc.  
800 North Point PKWY  
Alpharetta, GA 30005

Digitally signed  
by Lynn  
Machleit, VP  
Finance  
Date: 2017.06.08  
08:09:09 -04'00'

Sign/Date: \_\_\_\_\_

Printed Name: Bartley Tyler  
Authorized Representative

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

Digitally signed by Beasley, Lynn  
DN: dc=com, dc=Verintsystems, dc=Corp, dc=Verint, ou=Regions,  
ou=AMER, ou=Sites, ou=ATL, ou=Users, ou=User accounts,  
cn=Beasley, Lynn  
Date: 2017.06.07 17:25:51 -04 00'



Amendment No. 1  
to  
MA8200 NA160000086  
for  
Client Survey System  
between  
Verint Systems, Inc. (Contractor)  
and the  
City of Austin

1.0 The above referenced contract is amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Verint Systems, Inc.	Verint Americas, Inc.
Vendor Code	██████████	██████████

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

3.0 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.

4.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

**Authorized Representative:**

Contractor Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Digitally signed by Lynn Machleit, VP Finance  
Date: 2016.07.15 17:10:24 -04'00'

Verint Americas, Inc.  
800 North Point Parkway  
Alpharetta, GA 30005

Signature: \_\_\_\_\_  
City of Austin Purchasing Office  
Printed Name: Gil Zilkha  
Date: 7/18/16

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

Approved by  
Pamela Sanchez-  
Santana  
Digitally signed by Approved by Pamela Sanchez-Santana  
DN: cn=Approved by Pamela Sanchez-Santana, o=Verint Americas Inc., ou=Legal, email=pamela.sanchez-santana@verint.com, c=US  
Date: 2016.07.15 15:21:00 -04'00'

## Introduction

This statement of work ("SOW") is an attachment to Order No. 396836 ("Order") and is entered into by and between Verint Americas Inc. ("Verint") and City of Austin, TX ("Customer").

With respect to this SOW, and regardless how so defined in the Agreement, any reference to "Customer" herein shall be a reference to the entity (other than Verint) that executed the Agreement. With respect to any performance, acknowledgements or other documents that are required under this SOW from Customer for Verint to perform or as a result of Verint's performance, Customer's obligations must be satisfied by Customer, or, in the event Customer is a reseller, must be satisfied either by Customer or Customer's end customer.

### Summary of the Services:

Verint EFM professional services include:

- Replicate a survey provided by the customer in English only
- Survey branding using a standard modern theme with a logo
- Two (2) days of Advanced enablement training for the initial survey – these services will be provided after the onsite training is completed

## 1. Service Hours

"Normal Business Hours" means 8:00 A.M. to 6:00 P.M., Customer's local time, Monday through Friday, excluding Verint holidays.

"Premium Services" means Services performed by Verint outside of Normal Business Hours, at Customer's request, and not caused by a delay or mistake solely caused by Verint. Verint shall have Customer's prior written authorization approving the use of Premium Services. The Customer shall not accept charges for Premium Services which do not have Customer's prior written authorization.

This Statement of Work includes 0.00 days of Premium Services. In the event that additional Premium Services are required, Customer and Verint will execute a Change Order Approval Request adding additional Premium Services to this Statement of Work. All Premium Services are subject to a fifty percent (50%) premium.

## 2. Assumptions

The service offering does not include the following:

- Configuration of initial or reminder survey invitation(s) wording or design
- Advanced programming (customer specific scripting)
- Translations or multiple languages
- Case management or trigger alerts
- Configuration of survey or invitation theme/skin
- Campaign management
  - o Collection, formatting or importing of participant preload files/records
  - o Scheduling or release of initial/reminder survey invitation(s)
  - o Campaign statistics
- Reports
  - o Creation of native or customer specific reports
  - o Insights/text analytics
- Dashboard setup or creation
- External data integration
- Administrative functions (i.e., setup of users, roles, workgroups and/or assignments)

### 3. Customer Responsibilities

Verint's performance of services is strictly dependent on Customer's timely completion of all Customer obligations. In addition to Customer's obligations as set forth in the Attachment(s), Customer must also:

- A. Back up all Customer data.
- B. Where applicable, provide Verint personnel temporary or static passwords to servers and databases.
- C. Provide access to data required for employee and organization load in the Verint-specified format.

### 4. Non-Solicitation

During the term of the Agreement and for a period of one (1) year thereafter, Customer shall not recruit or solicit for employment or hire, directly or indirectly, any employee of Verint (except as a result of general recruiting strategies such as placement of advertisements and posting of positions on corporate web sites) without the prior written consent of Verint.

### 5. Order of Precedence

In the event of a conflict between the Order, this SOW and the Attachments, the following order of precedence shall apply: i) Order, ii) the SOW, and then iii) the Attachments (if any).

### 6. Service Fees

The time and materials Service Fees for the Verint resources identified in the Order are an estimate only. Due to the short timeframe in which these services are to be delivered and unforeseen circumstances impacting the delivery of these services, there is an increased risk that Verint may spend time above the estimate identified in the Order, therefore, Verint recommends that Customer budget an amount above the estimated fee identified in the Order. Verint will invoice Customer, and Customer will pay Verint, for the actual time spent by Verint in performing the time and materials Services set forth in the SOW. Invoices shall be in accordance with agreed-upon fees.

Training - Verint will provide onsite training at Verint's online training price. Training will be three (3) days with four (4) hours of pre/post follow p time and four (4) hours of PM time. No additional charge for training materials. Total training as outlines will be \$7,950.

Verint EFM Application Consultant hourly rate: \$225.

Service Fees are exclusive of travel and living expenses. Travel and living expenses will be incurred in accordance GSA requirements.

Additional EFM training options available are: Survey Author CBT \$522 per person, Admin CBT \$174 per person, one day onsite training for \$3,500 per day and remote training for \$2,500 per day.

### 7. Change Order Process

Customer may request changes in or additions to the Services being provided hereunder by completing a change control document. If Verint deems the changes feasible, Verint will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign a change control document. Verint shall not be obligated to perform any revised or additional Services unless and until a change control document is signed by both parties.

## Education Milestone

Verint provides a variety of delivery methods for training courses and fixed consulting workshops. The courses and workshops that are included in the Services in this SOW are detailed below under their respective delivery method.

### Deliverables:

- *Delivery of training courses and/or consulting workshops*

### Verint Responsibilities:

- *Facilitate sessions*
- *Provide one (1) set of course materials electronically (where applicable)*

### Customer Responsibilities:

- *Identify team members to receive and attend each training or consulting session*
- *For each onsite course or session provide a training room or facility with:*
  - *Instructor position with overhead projector with PC for instructor*
  - *Student PC for each attendee*
  - *Sound cards and headsets or speakers if audio content or call recordings is to be available for replay*
  - *Network connectivity for all training PCs to the Customer's Verint application servers*
  - *Login accounts for network and Verint applications for instructor and each attendee*
  - *Whiteboard or easel with paper for discussions*
- *Download Verint course materials and make available to all participants prior to and during training*

*Note: If FTP is not an acceptable means for file transfer, Customer will provide a large file transfer solution acceptable to Verint*

Services rendered under this Milestone are provided to Customer on a fixed fee basis and for the fixed fee Services Fee set forth in the Order. Customer will receive a Confirmation of Services document ("COS") to acknowledge that the Service milestones have been rendered in accordance with this SOW. Customer must accept or reject the requested acknowledgment of completion either by signature or by email within 5 business days. In the event Customer fails to accept or reject a COS by the end of the 5-business day period, the applicable Service will be deemed delivered complete and accepted.

Educational Services Summary	Number of Participants	Duration	Credits	Delivery
EFM - Survey Author and Administration	1 group (up to 10)	3 days		OP

*Note: Delivery codes – OP: Onsite Private; OR: Onsite and Remote; VP: Virtual Private; and VVU: Virtual Verint University; VUF: Verint University Facilities; SP: Self Paced On-Line. "(up to x)" refers to the maximum number of participants for a given group.*

Educational delivery methods are described below. Course-specific details including agendas, format, duration and recommended participants will be provided by the Verint Project Manager. Verint will issue a training credit key that is limited to the total number of Verint University credits detailed below.

### Onsite Private

Verint provides an onsite course for end users with information and practical skills regarding the use of the Verint software. All onsite training classes are limited to ten (10) attendees per training session.

#### **EFM - Survey Author and Administration - OP -- 1 group (up to 10 people)**

**Duration:** 3 days

**Description:** This includes developing and maintaining surveys, deploying survey and reporting on survey results and managing users, survey response distribution, mailing lists and libraries.

**Target Audience:** Survey Administrators, Report Analysts

MEMO TO FILE

RE: MA5600 NA160000086

This contract was issued under Verint Systems, Inc. The first two pages of the contract erroneously stated "Verint Americas, Inc." The attached pages serve as a correction.



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Verint Systems, Inc. (“Contractor”)  
for  
Client Survey System  
MA 8200 NA160000086**

The City accepts the Contractor’s Offer (as referenced in Section 1.1 below) for the above requirement and enters into the following Contract.

This Contract is between Verint Systems, Inc. having offices at 800 North Point Parkway, Alpharetta, GA 30005 and the City of Austin, 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 RFP PAX0128.

- 1.1 **This Contract is composed of the following documents:** the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, and any attachments, addenda, and amendments thereto.
- 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 Any exceptions to the Offer accepted in writing by the City
  - 1.2.3 The City’s Supplemental Purchase Terms and Conditions
  - 1.2.4 The City’s Standard Purchase Terms and Conditions
  - 1.2.5 Any attachments or addenda, including The Master SaaS Agreement
  - 1.2.6 The City’s Solicitation as referenced in Section 1.1, including all documents incorporated by reference
  - 1.2.7 The Contractor’s Offer as referenced in Section 1.1, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to five 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$50,000.00 for the initial Contract term and \$55,000.00 for each extension 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.

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

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

1.6.1 Verint Master SaaS Agreement

1.6.2 Verint Order No. 396836-4

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

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

VERINT SYSTEMS, INC.

CITY OF AUSTIN

GRANT HIGHLANDER  
Printed Name of Authorized Person

[Signature]  
Signature

SVP; CFO  
Title:

7/5/2016  
Date:

Approved by Deborah Raccuglia  
for Pamela Sanchez-Santana

Digitally signed by Grant Highlander, DN: cn=Grant Highlander, o=Verint Systems, Inc., email=grant.highlander@verint.com, c=US, serial=123456789, version=1, reason=I am the signer of this document. Verint Systems, Inc. is a registered provider of the Verint Systems, Inc. Government Contracting Program. Verint Systems, Inc. is a registered provider of the Verint Systems, Inc. Government Contracting Program.

Gil Zilkha  
Printed Name of Authorized Person

[Signature]  
Signature

Contract Administrator  
Title:

7/13/16  
Date:

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Verint Americas Inc. (“Contractor”)  
for  
Client Survey System  
MA 5600 NA160000086**

The City accepts the Contractor’s Offer (as referenced in Section 1.1 below) for the above requirement and enters into the following Contract.

This Contract is between Verint Americas Inc. having offices at 800 North Point Parkway, Alpharetta, GA 30005 and the City of Austin, 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 RFP PAX0128.

- 1.1 **This Contract is composed of the following documents:** the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, and any attachments, addenda, and amendments thereto.
- 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 Any exceptions to the Offer accepted in writing by the City
  - 1.2.3 The City’s Supplemental Purchase Terms and Conditions
  - 1.2.4 The City’s Standard Purchase Terms and Conditions
  - 1.2.5 Any attachments or addenda, including The Master SaaS Agreement
  - 1.2.6 The City’s Solicitation as referenced in Section 1.1, including all documents incorporated by reference
  - 1.2.7 The Contractor’s Offer as referenced in Section 1.1, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to five 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$50,000.00 for the initial Contract term and \$55,000.00 for each extension 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.

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

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

1.6.1 Verint Master SaaS Agreement

1.6.2 Verint Order No. 396836-4

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

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

**VERINT AMERICAS INC.**

**CITY OF AUSTIN**

\_\_\_\_\_  
Printed Name of Authorized Person

Gil Zilkha  
\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Signature

Digitally signed  
by Lynn  
Machleit, VP  
Finance

[Signature]  
Title:

Date:  
2016.06.07  
17:45:23 -04'00'

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

[Signature]  
Signature

Contract Administrator  
Title:

6/14/16  
Date:

Negotiated and  
approved by  
Pamela Sanchez-  
Santana

Digitally signed by Negotiated and  
approved by Pamela Sanchez-  
Santana  
DN: cn=Negotiated and approved  
by Pamela Sanchez- Santana,  
o=Verint Americas Inc., ou=Legal,  
email=pamela.sanchez-  
santana@verint.com, c=US  
Date: 2016.06.07 16:59:51 -04'00'

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

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

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

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

11. Reserved.

**12. INVOICES:**

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

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

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- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, and agreed to by the Contractor, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of failure of the Contractor to submit proper invoices with all required attachments and supporting documentation. The parties will immediately negotiate in good faith to resolve any dispute.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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

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

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

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:



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- i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. **RIGHT TO AUDIT:**

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 billing 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.

18. **SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create

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for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

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.

20. **Reserved.**

21. **WARRANTY – DELIVERABLES (SaaS Services):** The Limited Performance Warranty is referenced in Section 9 of the Master SaaS Agreement, which is attached to the Contract.

22. **WARRANTY – PROFESSIONALSERVICES:** The Contractor represents and warrants that, for a period of thirty (30) days after performance, the Professional Services were performed as required by this agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology firms in performing work of a similar nature. The City's exclusive remedy under this Section shall be for the Contractor, in its sole discretion, to re-perform the affected Professional Services, or waive or refund (as appropriate) the fee for such Professional Services. Notwithstanding the foregoing, the Contractor shall have no obligations under this Section unless the Contractor receives the City's notice during the applicable warranty period.

23. **Reserved.**

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for

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up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
31. **INDEMNITY:**
- Contractor's Indemnity is referenced in Section 12.1 of the Master SaaS Agreement.
32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).
- A. **General Requirements.**
- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within thirty (30) 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

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the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. Reserved.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, the City and Contractor may require access to certain of the other party's and/or its confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the other party consider confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property of the other party and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the other party. The receiving party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information of the disclosing party in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other party or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the party promptly notifies the other party before disclosing such information so as to permit the other party reasonable time to seek an appropriate protective order. Both parties agree to use protective measures no less stringent than it uses within its own business to protect its own most valuable and Confidential Information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **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.
39. **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.
40. **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.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City



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

42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with

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resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **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.

50. **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.

51. **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.

52. **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.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**



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

**54. EQUAL OPPORTUNITY**

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

**55. INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-

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- (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
  - C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
  - D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) no later than close of business on 01/22/2016.

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) 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:  
Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (a) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (b) 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 claim 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) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (b) 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 five (5) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- 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	Austin Convention Center
Attn:	Accounts Payable

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Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78704

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

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

- A. Access to the Convention Center Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Convention Center Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Convention Center Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**7. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Producer Price Index	
Series ID: pcu5182105182105	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Hosting, ASP, and other IT infrastructure provisioning services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100	

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

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

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

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

8. **RESERVED.**

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**9. SOFTWARE TERMS:**

- A. In the event of termination of the contract, the Contractor shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- B. During any period of service suspension, the Contractor shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the Contractor shall not take any action to intentionally erase any City data for a period of:

10 days after the effective date of termination, if the termination is in accordance with the contract period.

30 days after the effective date of termination, if the termination is for convenience

60 days after the effective date of termination, if the termination is for cause. After such period, the Contractor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the Contract, if applicable.

The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)- approved methods. Certificates of destruction shall be provided to the City.

- F. Data Location: The Contractor shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The Contractor may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.
- G. Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export data to/from other Contractors.
- H. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access City user accounts or City data, except
  - (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.



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- I. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
  - 1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
  - 2. All data provided to the Contractor in the performance of this contract shall remain property of the City.
  - 3. For purposes of this section, Personal Data means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person. All Personal Data shall be encrypted in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the City data. To the extent applicable, any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the contract.
  - 54. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.
  - 6. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- J. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- K. Security: The Contractor shall disclose a summary of its non-proprietary security processes and technical limitations to the City, upon reasonable request, such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities.
- L. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Contractor shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
- M. Security Incident or Data Breach Notification: The Contractor shall inform the City of any security incident or data breach.
- N. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service

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provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

- O. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
- P. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- Q. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession of control of Contractor.
- R. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- S. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall:  
(1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach,  
(2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- T. Unless otherwise stipulated, if a data breach is direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.
- U. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided in accordance with Section 4.2 (SaaS Services) outlined in Schedule B of the Master SaaS Agreement. The system shall be available according to the Service Levels outlined in Schedule C of the Master SaaS Agreement, which is attached to the Contract.

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

10. **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:

Debbie Gosset

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Debbie.Gossett@austintexas.gov

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512-404-4034

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**CITY OF AUSTIN  
SCOPE OF WORK/SPECIFICATIONS  
FOR  
CLOUD-BASED/SaaS CLIENT SATISFACTION SURVEY**

**1.0 PURPOSE**

The City of Austin hereinafter referred to as the “City” or “ACCD”, seeks proposals in response to this Request for Proposal (RFP) from qualified Vendors for the subscription to a cloud-based/SaaS Client Satisfaction Survey Software (hereafter referred to as “client-survey” or “software”) and associated initial implementation services. The firm awarded this Contract (“Contractor”) shall be responsible for providing ACCD a subscription to a cloud-based software, license(s), initial implementation services, and maintenance and technical support. The Contractor shall have a robust, cloud-based, electronic (paper-less) solution which will support and integrate with record retention guidelines, security management systems and portals, content management systems, and other 3<sup>rd</sup>-party websites and systems. The solution should also have data analysis and reporting capabilities, and operate as a stand-alone tool, independent of one or all system integrations.

The Contract shall be in effect for an initial term of 12 months, after this initial term, the Contract may then be extended thereafter for up to five additional twelve-month options, subject to approval of the Contractor and the City Purchasing Officer or designee.

The Austin Convention Center has a total proposed budget of \$50,000 for the initial subscription and implementation (including associated services) of a cloud-based/SaaS Client Satisfaction Survey System. ACCD’s expectation is that expenditures associated with the extension options will not exceed the expenditure of the initial period of the Contract.

**2.0 BACKGROUND**

The Austin Convention Center Department (ACCD) is an enterprise Department within the City of Austin that provides significant impact to the local economy and is responsible for managing the daily operations of the Austin Convention Center (ACC), Palmer Events Center (PEC), and three Parking Garages.

The Mission of the Austin Convention Center Department is to provide its patrons with the best convention, conference, trade show or special event experience possible, ensuring the return of our clients and visitors to the City of Austin and the Austin Convention Center and its related facilities.

ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 246,097 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with 43,300 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels. The Austin Convention Center (ACC) is a Gold LEED certified building and has a goal of maintaining this certification. ACC continues to identify opportunity to reduce its carbon emissions through various means such as; the purchase of lower-emission equipment and vehicles, use of sustainable products, use of products made of recycled content, and reducing the use of paper.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 130,000 square feet, with a 70,000 square foot exhibit area capable of subdividing into two smaller exhibit areas that can be used simultaneously. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups. The PEC is a smaller events type of facility that caters to local public events, smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

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The ACCD averaged, over the past five years, approximately 285 events per year with attendance per event between 1,000 and 25,000 guests over consecutive days.

Table 1: Event by Fiscal Year for Austin Convention Center

Event Type	2010	2011	2012	2013	2014	2015
Conventions	36	36	39	34	37	40
Consumer Shows	13	11	19	18	19	14
Conference/Meetings	40	53	45	47	49	39
Food & Beverage	12	13	11	14	9	6
Trade Shows	6	9	8	6	5	2
Others	35	37	34	26	31	25
Total	142	159	156	145	149	126

Table 2: Event by Fiscal Year for Palmer Events Center

Event Type	2010	2011	2012	2013	2014	2015
Conventions	1	1	2	3	4	1
Consumer Shows	47	48	43	53	52	38
Conference/Meetings	24	39	51	48	41	35
Food & Beverage	15	13	16	18	18	16
Trade Shows	4	4	3	14	8	4
Others	20	24	24	30	44	39
Total	111	129	138	166	166	148

### 3.0 CURRENT BUSINESS PROCESS AND ENVIRONMENT

The following is a description of the current process utilized in the delivery of surveys to clients who have booked events at the Austin Convention Center Department (ACCD). Appendix A, Use Case and Functional Specifications provides a detailed description of ACCD's desired, future, client-survey system and process.

ACCD currently measures the following areas of its operations: Sales, Event Planning, Food & Beverage Services, Security Services, Parking Services, Utility and IT Services, General Facility, Industry Comparison. During the term of the Contract, ACCD reserves the right to add, remove, modify, or expand the areas to be surveyed.

ACCD uses the collected survey data to measure client satisfaction; evaluate the performance of programs and services; measure progress over time as a means to evaluate continuous improvement efforts; evaluate the facilities and amenities; and identify opportunity for improving the facilities and the services offered by ACCD.

Currently, the client's contact information is entered into the facility's booking software system. This contact information is utilized by the survey provider to develop a distribution list for all clients' point of contacts. Each point of contact is sent an email notification by the survey provider seven (7) days following the end of the event/show, inviting them to participate in a survey. The email notification contains a message from ACCD with an imbedded link to a web interface and a user name and encrypted password to access the survey. The email notification is not sent by an ACCD employee, but rather by the survey provider.

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The survey is not sent to the individuals who attend the event, but rather it is sent to the event organizer, or Planner, (The Client). The Client is those individuals who work directly with ACCD staff in organizing, planning, and implementing the event.

A second email is sent approximately 14 days from the original email to those points of contacts that have not taken and/or completed the survey. This second email along with the link to the web interface is sent to the client by the vendor as a reminder that the survey has not been completed. One barrier for the respondent during this process is that the 2<sup>nd</sup> notification does not contain the original user name and encrypted password. This requires the point of contact to locate the initial email sent from the vendor to obtain the user name and password. As a result, the reminder email is often ignored and the survey is not taken. Twice annually, ACCD attempts to capture respondent's information by sending out additional reminder emails to points of contacts who have not taken the survey. Those subsequent emails contain a link to a web interface with a new encrypted password and user name creating additional barriers in the process resulting in the reminder emails often being ignored and the survey not taken.

ACCD maintains the survey results (the data) in its raw format for internal auditing purposes. Reports are created from this data; the data is never manipulated, edited, or altered in any way. Reference Exhibit B for a sample of a report currently used.

Responses are manually reviewed for completeness, and forwarded on to the appropriate business unit. However, there is no current process in place for ACCD to contact a survey responder who provided negative responses or a poor rating/score.

Reference Exhibit A for a sample of the survey that is currently being used by ACCD.

ACCD sends 350-500 surveys per year; this does not include the surveys sent separately by ACCD's catering and concession service Contractor. ACCD's annual return rate of the surveys sent; 2015 = 36%, 2014 = 21%, 2013 = 27%, 2012 = 32%.

#### **4.0 BUSINESS GOALS**

ACCD's goal is to establish a contract with a vendor who will provide a robust and enhanced client-survey solution with flexible reporting and analytical capabilities which will support the evaluation of client service initiatives undertaken by the ACCD and its catering and concession services contractor. ACCD wishes to accomplish the following:

- 1) Purchase access via a subscription or license to a cloud-based/SaaS Client Satisfaction Survey Software;
- 2) Award one Contract which encapsulates both the software and the services of a User Experience Consultant;
- 3) Combine ACCD's survey with its catering and concession services contractors' survey so that ACCD clients are receiving one survey;
- 4) Through the assistance of the User Experience Consultant, create a more user-friendly survey which expands and contracts, based upon the service selections made at the start of the survey by the survey-taker; and
- 5) Through the incorporation of industry best-practices, identify opportunity to streamline ACCD's current process for administering the survey.

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**5.0 PROPOSER ELIGIBILITY**

Proposer shall have a minimum of three (3) years' experience in providing Customer Satisfaction Surveys preferably with the majority of experience in the events management industry.

**6.0 CONTRACTOR'S RESPONSIBILITIES**

**6.1 General Requirements:**

- 6.1.1 The selected Contractor shall be responsible for the initial configuration of its solution to meet the needs of the Functional and Technical requirements as described in this RFP (reference Appendix A), including, but not limited to: the administration and issuance of the survey, the capture of survey results in a database, analysis of survey results, and preparation of detailed and summary reports based upon survey results and analysis.
- 6.1.2 The selected Contractor shall work with ACCD to develop a survey that measures the satisfaction of ACCD's clients.
  - 6.1.2.1 The selected Contractor shall employ a User Experience Consultant who, using best-practices and industry standards, will assist ACCD in the development and structure of the survey and survey questions, identify opportunity to streamline ACCD's current process, and if applicable, train ACCD staff. The Consultant may be employed by the Contractor or serve as a Subcontractor.
    - 6.1.2.1.1 The User Experience Consultant will have the authority to act on the Contractor's behalf and will have a minimum of three (3) concurrent years' experience during the past five years. The User Experience Consultant shall be experienced in all aspects of survey design, administration, data collection and analysis, reporting, training etc. Preferably, the Consultant's experience will be related to the tradeshow, conference and events management industry.
  - 6.1.2.2 The selected Contractor shall review existing use case models and identify suggested improvements or process changes based on industry standards.
  - 6.1.2.3 Assist ACCD in determining standardized reporting needs and lead the development/configuration of the reports necessary to support the business functions as determined by ACCD.
- 6.1.3 The selected Contractor's solution shall be capable of electronically issuing surveys to ACCD clients who have booked events at ACCD and shall track and maintain the data received from completed surveys.
- 6.1.4 If applicable, install any software necessary to support design, configure, and test. Contractor's personnel responsible for installing the software must have the appropriate certifications.
- 6.1.5 A high level of professionalism and customer service is a priority for ACCD. The Contractor shall provide services in a professional, business-like, and efficient manner, providing the highest level of assistance, service and courtesy if the Contractor interacts with ACCD Clients. Complaints must be responded to and resolved immediately, and ACCD Contract Manager must be informed in writing of all client issues and resolutions.

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- 6.1.5.1 The selected Contractor's personnel assigned to ACCD shall have experience which clearly demonstrates their ability to provide services as prescribed by the written Contract.
- 6.1.5.2 The selected Contractor shall provide a Single Point of Contact (SPOC), or a customer-support, who is available 24hour/7 days a week, regardless of holidays and weekends.
- 6.1.6 The selected Contractor shall furnish all labor, equipment, supervision, insurance and incidentals necessary to provide the services of this Contract.
- 6.1.7 The selected Contractor shall ensure that the survey results are based upon reliable data and are statistically relevant in order to ensure that survey results are objective, fair, and defensible (if challenged).
- 6.1.8 The selected Contractor agrees that the City shall have access and the right to audit, examine, or reproduce, any and all records of the Contractor related to this Contract.
- 6.1.9 Upon award and execution of an agreement resulting from this solicitation, the Contractor shall make every effort to work to ensure there is no interruption of services. Transition to the Contractor's system shall be as seamless as possible to ACCD's clients.
- 6.1.10 The selected Contractor shall be responsible for the maintenance and technical support of its survey database and web portal. If downtime of the system is necessary, the Contractor shall pre-arrange/schedule the downtime with ACCD no less than 72 hours in advance.
- 6.2 Survey, Database, and Reporting Requirements:
  - 6.2.1 The survey results (the baseline data) shall be maintained in its raw format for internal auditing purposes. Reports are created from this data; however the data is never manipulated, edited, or altered in any way. The Contractor shall immediately notify the ACCD Contract Manager if the Contractor is asked to manipulate, edit, or alter the baseline data.
  - 6.2.2 All aspects of the survey, survey results, and reports prepared by the Contractor are considered to be proprietary property of ACCD and shall not be used by the Contractor for any purpose without the express written permission of ACCD.
  - 6.2.3 The database of survey results obtained during the term of the Contract must be provided to ACCD as requested during the contract period and transferred to ACCD, or the Contractor's successor, in totality upon the completion of the resulting Contract. Transference of the database shall be seamless and in a useable format.
  - 6.2.4 The selected Contractor will provide a secured web-based portal which can be accessed by ACCD.
    - 6.2.4.1 Software and the web-portal interface must be compatible with MS Office products, including the ability to export to and import data from multiple formats.
  - 6.2.5 Data and reports must be in a format that is transferrable to ACCD.
  - 6.2.6 The selected Contractor and its User Experience Consultant shall coordinate and work with ACCD staff to develop a variety of reports to meet the survey objectives.



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6.2.7 The format of the required reports will be developed and agreed to as part of the development process. The reports must include appropriate tables of data obtained from survey responses, graphical representations of data, and textual summaries of data as appropriate.

6.2.7.1 ACCD prefers a reporting capability which includes the ability to customize the presentation of the data, such as choosing fields, headings, adding graphs and charts, reporting by time period (weekly, monthly, quarterly, annually), as well as by event or event type.

6.3 The selected Contractor understands and agrees that the scheduling of events at the ACCD take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD liable, financially or otherwise, if alterations in the ACCD schedule require changes in the installation/implementation schedule.

## **7.0 CITY'S OBLIGATIONS**

7.1 ACCD's personnel will be responsible for connecting the Contractor to appropriate resources within ACCD in order to implement the client-survey software. If applicable or needed, ACCD will provide:

7.2 Project prioritization and scheduling with the Contractor's project manager.

7.3 Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.

7.4 Related documentation and/or access to appropriate technical resources.

7.5 Issue identification, prioritization, and communication to Contractor's support staff.

7.6 Scheduling and coordinating of regular project team meetings and work sessions as needed.

7.7 Work space for Contractor's project management or technical resource staff, if needed.

7.8 Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment.

7.9 Conduct acceptance testing with assistance, if necessary, by Contractor.

7.10 Review and approval of milestones, deliverables, status reports and invoices.

## **8.0 TRANSITION/CONTRACT CLOSE-OUT**

The selected Contractor agrees that the services provided by any resulting Contract are vital to ACCD's overall operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of any resulting Contract a successor may continue these services; the successor shall need phase-in training; and that Contractor shall cooperate in order to effect an orderly and efficient transition. Accordingly, the Contractor shall provide transition/contract-close out services for up to 30 days prior to Contract expiration to its successor at no extra charge to ACCD.



# CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

**OFFER SHEET**

**SOLICITATION NO:** RFP PAX0128

**DATE ISSUED:** 01/11/2016

**COMMODITY/SERVICE DESCRIPTION:** Cloud-Based/SaaS  
Client Satisfaction Survey System

**REQUISITION NO.:** 15070600417

**COMMODITY CODE:** 20811, 91812

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 01/21/2016,  
2:00 pm, local time. for those not able to attend a Conference bridge  
line has been set up: (512) 974-9300, enter 203078

**LOCATION:** Austin Convention Center; 500 East Cesar Chavez;  
Austin, Texas 78701  
Enter through the Administration Offices off Cesar Chavez  
Street. Upon entry, notify receptionist that  
you are attending the Pre-Proposal meeting for the Client Survey  
RFP. Visitor parking available on Red River Street. For directions and  
alternate parking  
options: [http://www.austinconventioncenter.com/directions/directions.h  
tm](http://www.austinconventioncenter.com/directions/directions.htm)

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

Sai Xoomsai Purcell  
Senior Buyer Specialist  
**E-Mail:** [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov)  
**Phone:** (512) 974-3058

**PROPOSAL DUE PRIOR TO:** 02/03/2016, 2:00 pm, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**When submitting a sealed Offer use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0128	Purchasing Office-Response Enclosed for Solicitation # PAX0128
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 5 ELECTRONIC COPY OF YOUR RESPONSE**

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

**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: [Verint Systems Inc.](#)

Company Address: [175 Broadhollow Road, Suite 100](#)

City, State, Zip: [Melville, NY 11747](#)

Federal Tax ID No. [The Federal Tax ID Number for Verint Systems Inc. is](#) [REDACTED]

Printed Name of Officer or Authorized Representative: [Steve Moore](#)

Title: [President of Solution Consulting](#)

Signature of Officer or Authorized Representative:

A handwritten signature in black ink, appearing to read "Steve Moore", is written over a light gray rectangular background.

Date: [January 10, 2016](#)

Email Address: [steve.moore@verint.com](mailto:steve.moore@verint.com)

Phone Number: [1-631-962-9600](#)

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**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	8
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Section 0601	Cost Proposal	2
Appendix A	Use Case and Functional Specifications	5
Exhibit A	ACCD Current Survey	4
Exhibit B	Sample Report	5

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to submit to the City a complete Form 1295 “Certificate of Interested Parties” that is signed and notarized prior to contract execution for a contract award requiring council authorization. The full text versions of the \* Sections and Form 1295 are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections or Form 1295 from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> 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.**

**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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Verint does not have a local presence.	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Not applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

## **Section 0700: Reference Sheet**

Responding Company Name [Verint Systems Inc.](#)

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name [Sykes](#)  
  
Name and Title of Contact [Marsha Jones, Director of Lead Acquisition](#)  
  
Project Name [Please visit \[https://www.youtube.com/watch?v=XyOZK\\\_U4Uts\]\(https://www.youtube.com/watch?v=XyOZK\_U4Uts\). A global leader in customer contact management solutions and services, SYKES Enterprises, with more than 46,000 employees and a network of over 75 global centers, uses Verint Enterprise Feedback Management to capture, analyze, and transform customer and employee feedback into actionable information to help enhance service, satisfaction, and loyalty.](#)
  
- Present Address [400 North Ashley Drive](#)  
  
City, State, Zip Code [Tampa, FL 33602](#)  
  
Telephone Number [813-470-3208](#)  
  
Email Address [Marsha.Jones@sykes.com](#)
  
2. Company's Name [VWR International](#)  
  
Name and Title of Contact [Matt Wroblewski, Direct of Market Research](#)  
  
Project Name [Please visit: <https://www.youtube.com/watch?v=cGq-hkTvix4>. VWR International, a global provider of laboratory supplies, equipment, and services that enables the advancement of the world's most critical research, VWR International used Verint Enterprise Feedback Management to gain a holistic view of the customer experience, helping it to increase Net Promoter Score by 16%.](#)

Present Address 100 Matsonford Road,  
City, State, Zip Code Radnor, PA 19087  
Telephone Number 610-386-1438  
Email Address [Matt\\_Wroblewski@vwr.com](mailto:Matt_Wroblewski@vwr.com)

3. Company's Name Veterans Health Administration  
Name and Title of Contact Cheryl Kobashigawa - Management & Program Analyst,  
Project Name Enterprise Solutions

Present Address VHA Healthcare  
City, State, Zip Code Talent Management Office (10A2A4)  
Telephone Number 310.966.4293  
Email Address [Cheryl.Kobashigawa2@va.gov](mailto:Cheryl.Kobashigawa2@va.gov)



**Section 0835: Non-Resident Bidder Provisions**

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

Answer: No Which State: NY

- 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: Not applicable

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: PAX0128

PROJECT NAME: Cloud-Based/SaaS Client Satisfaction Survey System

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Verint Systems Inc.

Name and Title of Authorized Representative (Print or Type)

Steve Moore - President of Solution Consulting



Signature

Date 02/10/2016

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER:	PAX0128
PROJECT NAME:	Cloud-Based/SaaS Client Satisfaction Survey System

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Verint Systems Inc.		
Address	175 Broadhollow Road		
City, State Zip	Melville, NY 11747		
Phone Number		Fax Number	
Name of Contact Person	Steve Carter		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

**Steve Moore - President of Solution Consulting**

**Name and Title of Authorized Representative (Print or Type)**



**February 10, 2016**

**Signature**

**Date**

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

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

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

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

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

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