



Amendment No. 1
To
Contract No. NA170000122
For
SDS Management System
Between
SafeTec Compliance Systems, Inc.
dba SafeTec Compliance Systems
dba SafeTec
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 1, 2019 through May 31, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$160,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/01/2017 – 05/31/2019	\$320,000.00	\$320,000.00
Amendment No. 1: Option 1 – Extension 06/01/2019 – 05/31/2020	\$160,000.00	\$480,000.00

- 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: Kraig Haberer 3/27/19

Printed Name: Kraig Haberer
Authorized Representative

SafeTec Compliance Systems, Inc.
7700 Northeast Parkway Drive, Suite 125
Vancouver, Washington 98662
(360) 567-0280
pauls@safetec.net

Sign/Date: Matthew Duree 3-28-19

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



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: April 26, 2017
TO: Memo to File
FROM: Jonathan Dalchau, Procurement Specialist IV
RE: MA 2200 NA170000122-1

This contract was administratively awarded based on solicitation JRD0315 for continued services while we wait for Council to approve an RCA for a long term contract. The original RCA request was delayed to allow the Purchasing Office to review a Proposer's protest for getting disqualified for violating the City's Anti-Lobbying Ordinance.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 26, 2017

SafeTec Compliance Systems, Inc.
Paul Stenbak
7700 NE Parkway Drive, Suite 125
Vancouver, WA 98662

Dear Mr. Stenback:

The City of Austin approved the execution of an administrative contract with your company SafeTec Compliance Systems, Inc. for Safety Data Sheet Management System and Chemical Inventory Services in accordance with the referenced solicitation.

Responsible Department:	Austin Energy
Department Contact Person:	Nicholas Randall
Department Contact Email Address:	Nicholas.Randall@austintexas.gov
Department Contact Telephone:	(512) 322-6205
Responsible Department:	Austin Water
Department Contact Person:	Lupe Cruz
Department Contact Email Address:	Lupe.Cruz@austintexas.gov
Department Contact Telephone:	(512) 972-0347
Responsible Department:	Fleet Services
Department Contact Person:	Steve Orwick
Department Contact Email Address:	Steve.Orwick@austintexas.gov
Department Contact Telephone:	(512) 974-1768
Project Name:	SDS Management System
Contractor Name:	SafeTec Compliance Systems
Contract Number:	NA170000122-1
Contract Period:	4/26/2017 – 5/31/2017
Dollar Amount	\$50,000.00
Extension Options:	N/A
Requisition Number:	RQM 2200 - 16080800626
Solicitation Number:	JRD0315

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
SAFETEC COMPLIANCE SYSTEMS, INC. ("CONTRACTOR")
FOR
SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES
MA 2200 NA170000122-1**

This Contract is between SafeTec Compliance Systems, Inc. having offices at 7700 NE Parkway Drive, Suite 125, Vancouver, WA 98662 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 Exhibit A, Request for Proposal (RFP), RFP JRD0315 - Safety Data Sheet Management System and Chemical Inventory Services including all documents incorporated by reference
- 1.1.3 Exhibit B, SafeTec Compliance Systems, Inc. Offer, dated 11/29/2016, including subsequent clarifications
- 1.1.4 Exhibit C, the City's Non-Discrimination Certification
- 1.1.5 Exhibit D, the City's Non-Suspension & Debarment Certification

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 Document
- 1.2.2 Exhibit A as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit B as referenced in Section 1.1.3, including subsequent clarifications
- 1.2.4 Exhibit C as referenced in Section 1.1.4
- 1.2.5 Exhibit D as referenced in Section 1.1.5

1.3 Term of Contract. The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until May 31, 2017.

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

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$50,000 for the initial Contract term. 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 The Contractor's Admin Agreement Quotation, Exhibit E, dated April 25, 2017 to provide pro-rated services through May 31, 2017.

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.

SAFETEC COMPLIANCE SYSTEMS, INC.

CITY OF AUSTIN

Betty J. Hicks

Printed Name of Authorized Person

Betty J. Hicks

Signature

VP Operations & Logistics

Title:

April 26, 2017

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person

J. Dalchau

Signature

PROCUREMENT SPECIALIST IV

Title:

4/26/2017

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JRD0315

DATE ISSUED: November 7, 2016

REQUISITION NO.: RQM 2200 16080800626

COMMODITY CODE: 92002

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

Primary Contact:

Jonathan Dalchau

Senior Buyer Specialist

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

Second Chair:

Georgia Billela

Senior Buyer

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Safety Data Sheet
Management System and Chemical Inventory Services

PRE-PROPOSAL CONFERENCE TIME AND DATE: 11:00 AM,
Wednesday, November 16, 2016

LOCATION: Municipal Building, 124 W. 8th Street, Suite 335.1,
Austin, TX 78701

Pre-proposal Remote Conference Phone Number: 512-974-9300
Enter the following code when prompted: 203078

PROPOSAL DUE PRIOR TO: 2:00 PM (CST), Thursday, December
1, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15 PM (CDT), Thursday,
December 1, 2016

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

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

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

When submitting a sealed Offer and/or Compliance Plan, 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 # JRD0315	Purchasing Office-Response Enclosed for Solicitation # JRD0315
P.O. Box 1088	124 W 8 th 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 (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return	2
Attachment A	PRICE PROPOSAL FORM	1
Attachment B	PURCHASING OFFICE EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

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

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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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

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

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

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

10. WORKFORCE

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

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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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; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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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:**
- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
- (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**
32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 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.

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- 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.
- 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

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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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 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

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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 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

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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:**

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 Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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:

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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-
 - (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 no later than 1:00 PM, on Tuesday November 22nd. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

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

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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D. Prices are firm and fixed for the first twelve (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 Energy
Attn:	Accounts Payable
Address	721 Barton Springs Road, Suite 223
City, State Zip Code	Austin, TX 78704

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10th Street, Suite 500
City, State Zip Code	Austin, TX 78701

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

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. **LIVING WAGES:**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings 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 City 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.

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- 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 City 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.

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (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 twenty-five percent (25%) 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.
- 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:

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- (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: Producers Price Index Industry Data
Series ID: PCU5182105182104
Industry: Data processing, hosting and related services
Product: Data management, information transformation, and related services
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

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

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

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

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

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

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **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:

Austin Energy
Name: Nicholas Randall
Phone: (512) 322-6205
Email: Nicholas.Randall@austintexas.gov

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Austin Water

Name: Lupe Cruz

Phone: (512) 972-0347

Email: Lupe.Cruz@austintexas.gov

Fleet Services

Name: Steve Orwick

Phone: (512) 974-1768

Email: Steve.Orwick@austintexas.gov

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

**CITY OF AUSTIN
SCOPE OF WORK
SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES
SOLICITATION NO.: RFP JRD0315**

1. PURPOSE

The City of Austin (City), seeks proposals from qualified Contractors experienced in providing a web-based Safety Data Sheet (SDS) management systems and chemical inventory services for the requirements outlined within this scope. The contract will be available to all City departments to use.

The City will use the web-based management system for SDSs to remain in compliance with State of Texas Hazard Communication Act. The City will work with the Contractor to collect, monitor, and report hazardous chemical inventories in order to comply with any Federal, State and local regulations.

This Contract shall centralize SDS record keeping which is required by:

- Texas Tier II reporting – Texas Commission on Environmental Quality
- OSHA Right to Know
- City of Austin Fire Code Section 8001.11.1 - Hazardous Material permits
- Texas Department of State Health Services Hazard Communication Act - Workplace Chemical List

2. BACKGROUND

The City has over 300 facilities that operate in commercial or industrial environments. City departments vary in size and the number of facilities that they support. Some departments operate a large number of facilities while others operate a single facility that uses and stores various hazardous materials. Currently, there are roughly 4,000 existing SDSs in electronic and hard copy formats at the various City facilities. The City wishes to compile and store all SDSs into a centralized, web-based management system that is accessible to facility supervisors and department HazMat Program Coordinators.

2.1. Multi-user access is crucial but different personnel may require different levels of User Access to perform additions of SDSs into the system, assign user accounts to individuals within each department, etc.

2.1.1. Roles shall include:

2.1.1.1. Administrator (possibly multiple levels of Admin User access)

2.1.1.2. Supervisors (responsible for site inventory)

2.1.1.3. End Users (enter inventory data)

2.1.1.4. Guest (read only access)

2.2. The City anticipates that this Contract will streamline data collection, thereby increasing productivity in updating the current chemical databases.

3. TASKS/REQUIREMENTS

3.1. *Contractor's Responsibilities*

The Contractor shall:

3.1.1. Have a minimum of three (3) years of experience in providing both web-based SDS management systems and chemical inventory services for systems similar in size and scope.

3.1.2. Complete annual inventories of all hazardous materials located at identified City facilities and departments as requested by the City. The Contractor and City department representatives shall mutually agree upon a schedule in which to complete each department's chemical inventory.

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- 3.1.3. Provide and maintain a web-based SDS management system for the City's hazardous materials for the duration of the contract term.
 - 3.1.3.1. The system shall include electronic SDS documents for materials inventoried by the Contractor and the electronic SDS version for any City provided documents.
 - 3.1.3.2. The Contractor shall acquire any missing SDSs for inventoried materials, and upload electronic versions to the web-based SDS management system, including SDSs for materials not identified by the Contractor during the inventorying services.
 - 3.1.3.3. The Contractor may choose to archive SDSs for materials that are no longer used, anticipated to no longer be used, or SDSs that have been replaced by an updated version separately. The Contractor shall retain the archived SDSs for the duration of the Contract term.
- 3.1.4. Provide project management expertise.
- 3.1.5. Provide data conversion scripts, mapping, and customize programming for purposes of chemical inventory reporting.
- 3.1.6. Provide system testing and configuration.
- 3.1.7. Provide system security and compatibility.
- 3.1.8. Provide on-site classes to train City personnel on the usage of the web-based SDS management system. The Contractor shall conduct the classes for up to six representatives per department.
- 3.1.9. Include inventory data developed/created by City departments into the master inventory for the respective City department. This data shall be added only to the data for the respective department.
- 3.1.10. Demonstrate their web-based management system during a City hosted meeting if requested. The Contractor shall provide trial 'User Access' to the system for one (1) week to allow City representatives to familiarize themselves with the product/software/user interface if requested by the City.
- 3.1.11. Provide access to the SDS management system to all City computer users.
- 3.1.12. Provide Globally Harmonized System compliant secondary container labels if requested by the City.
- 3.1.13. Describe the SDS acquisition process used by your company. Include in your description, the process for acquiring SDSs when they are not available on a manufacturer website, or when the manufacturer is not available. Include in your description how far into the SDS search your process proceeds before you have to ask the City to provide more information on the respective hazardous material in order to obtain an SDS.
- 3.1.14. Provide technical assistance on data conversion (master files, current inventory, set up data, etc.) if requested by the City.
- 3.1.15. Provide a searchable electronic backup for all SDSs to each department representative quarterly, or at a time mutually agreed to between the Contractor and the City department representative. The electronic backup shall be made available on a thumb/flash drive, or make downloadable from the Contractor's online database. The Contractor shall provide

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SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES
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backup SDSs for each City department upon request by the respective department for any year throughout the contract term.

- 3.1.16. Provide to each City department representative the department's inventory data in an editable, Microsoft Excel spreadsheet no later than one (1) week after completion of that department's on-site inventory, or at a time mutually agreed to between the Contractor and the City department representative. The Contractor shall provide this information on thumb/flash drive, or as a downloadable document from a website hosted by the Contractor. The Contractor shall provide a department's inventory data upon request by the City department representative for any year throughout the contract term.
- 3.1.17. Organize inventory data by department and facility/sub-station. The Contractor shall provide a department's inventory data to the respective City department representative within three (3) business days upon request from the department representative.
- 3.1.18. Provide and maintain a telephone support system for emergencies that is available 24 hours per day, seven (7) days per week, and 365 days per year. The telephone support system shall be able to provide, at a minimum, information on personal protective gear requirements, and clean-up and containment procedures for chemicals.

3.2. *SDS Management System Requirements*

The web-based SDS Management System shall:

- 3.2.1. Include search criteria with separate, searchable fields that include the following at a minimum:
 - 3.2.1.1. NFPA 704
 - 3.2.1.2. HMIS
 - 3.2.1.3. UN/NA Numbers
 - 3.2.1.4. CAS Numbers
 - 3.2.1.5. DOT Hazard Code
 - 3.2.1.6. Hazard Class
 - 3.2.1.7. Chemical Name
 - 3.2.1.8. Manufacturer Name
 - 3.2.1.9. Physical Form (solid, liquid, gas)
 - 3.2.1.10. Unit Quantity
 - 3.2.1.11. Total Number of Units
 - 3.2.1.12. Total Quantity (Unit Qty. x Total Number of Units)
 - 3.2.1.13. Location/Facility/Building (min 3 levels)
 - 3.2.1.14. Container Type
 - 3.2.1.15. Materials from the inventory identified on the EPA Appendix A of Part 355 - List of Extremely Hazardous Substances

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- 3.2.1.16. Department
- 3.2.1.17. Facility
- 3.2.1.18. Sub-location(s) for each facility. At least four (4) levels of sub-locations must be available for each facility (e.g. >Maintenance Shop, >Welding Area, >Compressed Gas Room, >North Wall). More than four (4) levels of sub-locations are preferred.
- 3.2.2. Allow for the addition of Globally Harmonized System pictograms to the search criteria, if available.
- 3.2.3. Allow for emergency (immediate) retrieval and transmittal of data to the Austin, Westlake, and Pflugerville Fire Departments.
- 3.2.4. Allow inventory data to be imported into TIER II Reports.
- 3.2.5. Allow inventory data to be importable into the State of Texas CAMEO program.
- 3.2.6. Include a means of maintaining a list of the chemicals located by facility.
- 3.2.7. Include a mechanism for printing out a variety of inventory reports.
- 3.2.8. Provide lists of chemicals, reportable under a variety of environmental regulations.
- 3.2.9. Include a chemical inventory system requirement that provides the City the ability to:
 - 3.2.9.1. Review SDSs.
 - 3.2.9.2. Review all chemical inventory data for the respective department, facility and various sub-location(s).
 - 3.2.9.3. Limit/prohibit access to SDSs and department inventory data by people and organizations outside the City as needed by each City department. People/organizations outside City shall not be able to access this data unless permitted by the respective City department.
 - 3.2.9.4. Search, edit, and print site chemical inventories for each storage location.
 - 3.2.9.5. Search master chemical list.
 - 3.2.9.6. When chemical use is stopped, de-activate the chemical at locations but archive it on the master list.
 - 3.2.9.7. Maintain a master chemical list in electronic format, with ability to associate a chemical with a manufacturer, location, SDS and other applicable searchable fields.

3.3. Reporting Requirements

The SDS System shall be able to provide reports allowing users to:

- 3.3.1. View chemical inventory data via reports (e.g. AFD Hazmat Permit – Maximum quantity stored by location, etc.)
- 3.3.2. Current list of City facilities by facility name

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- 3.3.3. Produce a report of manufacturers sorted by name
- 3.3.4. Produce a report of chemicals sorted by chemical product name
- 3.3.5. Produce a report of chemicals by manufacturer. List of chemical products grouped by manufacturer/ sorted by manufacturer name/ chemical products for each manufacturer shall be sorted by chemical product name.
- 3.3.6. Produce a report of locations with maximum annual quantities - grouped by chemical product name and sorted by facility and storage location
- 3.3.7. Produce a report of annual inventories by facility. List of all chemical products for inventory year by facility or sorted by facility and chemical products sorted by name and maximum quantity stored.
- 3.3.8. Produce a report of chemicals stored in excess of 10,000 lbs.
- 3.3.9. Produce a report of chemicals stored in excess of 55 gallons or 500 lbs.
- 3.3.10. Produce a report of Extremely Hazardous Substances stored above the Threshold Planning Quantity.

3.4. *Licensing Requirements*

The Contractor shall consider the following when submitting pricing for license fees:

- 3.4.1. 125 Facilities
- 3.4.2. 4000 SDSs
- 3.4.3. 50 concurrent users for maintenance of data

3.5. *City's Responsibilities*

The City will:

- 3.5.1. Provide Department Points of Contact to the Contractor.
- 3.5.2. Provide access to City facilities and equipment for Contractor to conduct facility inventories and system trainings.
- 3.5.3. Complete an inventory of chemicals at facilities the City inventories themselves and provide a list to the Contractor to add the inventory to the management system.
- 3.5.4. Provide the Contractor with existing SDSs in electronic format.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0315**

1. PROPOSAL FORMAT:

Submit one (1) original and one (1) flash drive that contain an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offerer. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0815 - Living Wages Contractor Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Completed and Signed Section 0900 **No Goals Utilization Plan (if applicable). If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet.**
- G. Addendums

Tab 3 – Authorized Negotiator:

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

Tab 4 – Business Organization & Project Management Structure (20 Points):

Provide the following information:

- A. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. Include how long has your company been in business.
- B. Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.
- C. Include names and contact information for key personnel that will be assigned to the awarded Contract. Provide a general explanation and chart which specifies project leadership, reporting responsibilities, and interface the Contractor's team with City department personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

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Tab 5 – Experience & Qualifications (20 Points):

Provide the following information:

- A. Describe your company's relevant experience, qualifications, and expertise providing services described in the Scope of Work. Letters of Recommendation that your company has received for similar projects and scope may be included.
- B. Include names, qualifications, and expertise of all professional personnel who will be assigned to supporting this Contract. Identify the project manager and key personnel by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting Contract (limit 2 page per person). Include the estimated percentage of work each person will devote to this Contract. Do not include the experience of personnel who will not actively participate in the work of the resulting Contract.

Tab 6 – System Concept & Proposed Solutions (30 Points):

Provide your proposed solution to accomplishing the services indicated in the Scope of Work. Specifically include:

- A. A comprehensive plan for achieving the requirements presented in the Scope of Work of this Request for Proposal (RFP) and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Innovative and alternate methods will be considered for evaluation provided the proposed method is consistent with the goals of the City and meets regulatory requirements.
- B. A description of your technical plan for accomplishing the required work. Include such time related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this RFP.
- C. Describe your software security measures and the different levels of access your management system can provide to ensure protection of critical data.

Tab 7 – Cost Proposal (20 Points):

Provide the following information:

- A. On **Attachment A - Price Proposal Form**, provide cost calculations for the annual license fee for the safety database system, daily rates for onsite inventory services, and other related services.
- B. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

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- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
 - (1) manager, senior consultant, analyst, subcontractor, etc.
 - (2) estimated hours for each category of personnel
 - (3) rate applied for each category of personnel
 - (4) total cost
- ii. Itemize cost of supplies and materials
- iii. Other itemized direct costs
- iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.
- v. Travel expenses. All travel lodging 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/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed 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.
- vi. Printing. State separately the cost of furnishing copies of the final report (if applicable). vii. Total cost schedule.

Optional Cost Proposal

- A. Additionally, provide itemized related services or products your company is offering and the associated prices and/or discounts offered to the City. Include the cost of labor, materials, supplies, and administrative overhead costs in the pricing/discount. Your organization's method of costing may or may not be used but shall be described. You may include additional price/discount lists or other supporting information with your Proposal.
- B. The City recognizes that there may be opportunities for alternative pricing structures; therefore, alternate calculations and formulas are encouraged. You may submit an alternate calculation/formula that is mutually advantageous to the Offeror and City. Include the alternate calculation/formula and a brief explanation in this Tab for consideration. Alternate calculations/formulas should be submitted separately from the Cost Proposal Form provided. Alternate calculations/formulas will not be considered without the "Required Pricing" line items on the Cost Proposal Form.

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Tab 8 – Exceptions to the Proposal: Include the new form in the bid package (Attachment B)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 9 – Proposal Acceptance Period:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

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

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. Offerors submitting Offers and signing the Cover Sheet on this Solicitation agree to Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPRIETARY INFORMATION:

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

4. PROPOSAL PREPARATION COST:

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

5. EXCEPTIONS:

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0315**

6. EVALUATION FACTORS AND AWARD:

- i. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The City, on a rational basis, will select the successful Proposer. Evaluation factors outlined in Paragraph (B) below shall be applied to all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- ii. **Evaluation Factors: Maximum 100 points.**

All Proposals will be evaluated based on the following criteria and rankings.

1. **Business Organization & Project Management Structure:** (20 points)
2. **Experience & Qualifications:** (20 points)
3. **System Concept & Proposed Solutions:** (30 points)
4. **Proposed Cost:** (20 points)
5. **Local Business Presence:** (Maximum 10 points)

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

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

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

6. **Optional Presentations and Demonstrations.** The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

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		
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		
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 _____

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 5 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 _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____)_____ Fax Number (____)_____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____)_____ Fax Number (____)_____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____)_____ Fax Number (____)_____

Email Address _____

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR
Authorized
Signature

Title

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

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

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

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

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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: _____

- (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: _____ Which State: _____

- 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: _____

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

SOLICITATION NUMBER: RFP JRD0315

PROJECT NAME: SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERV

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER: RFP JRD0315

PROJECT NAME: SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERV

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Name and Title of Authorized Representative (Print or Type)

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.**

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

ATTACHMENT B



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: JRD0315

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:



**ADDENDUM
REQUEST FOR PROPOSAL
SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES
CITY OF AUSTIN, TEXAS**

RFP: JRD0315

Addendum No: 1

Date of Addendum: November 21, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Delete the original Section 0600 – (RFP) Proposal Preparation Instructions and replace with Section 0600 – (RFP) Proposal Preparation Instructions – **UPDATED 11/18/2016**.
- 2.0 Delete the original Attachment A – Price Proposal Form and replace with Attachment A – Price Proposal Form – **UPDATED 11/18/2016**.
- 3.0 Questions and Answers.

(Q1) Is the CAMEO software the only one we can use?

(A1) The software type is not mandatory; the software just needs to be able to export data into an editable Excel spreadsheet, as well as produce a file type that is compatible with the TCEQ Texas Tier II reporting system. Currently, the state requires submission with a .t2s file type.

(Q2) Under Paragraph 3.4 of the 0500 - Scope of Work and in correlation with Attachment A, Line No. 1, is the City seeking pricing based on a flat fee rate for an SDS management system?

(A2) The City is seeking an annual price that will provide all-inclusive SDS management services to all City department and facilities, which shall be accessible to any City employees interested in gaining access to the SDS documents housed in the management system. The City currently has over 300 facilities and over 12,000 employees. Paragraph 3.4 of the 0500 - Scope of Work offer estimates on how many facilities may wish to have an onsite chemical inventory performed by the Contractor, estimated number of unique SDSs the system might house, and number of users that may be accessing the system at the same instance (not the total list of users). These are just estimates based on current SDS documents in electronic and paper form currently used by the City. The City may need more or less during the contract term. The Proposer is suggested to off a price based on their experiences with cities' of similar size and scope to the City of Austin. Alternative offers will be accepted if deemed advantageous to the City.

(Q3) Can a company purchase a management software system to maintain on the City's behalf? Is that something that should go through SMBR?

(A3) If you are making a onetime purchase of the software system, it would not be considered as something you are subcontracting. However, if the software system is getting built or maintained by another company that is not the Proposer, then it would fall under the subcontracting guidelines and SMBR should be contacted.

(Q4) Will the Proposer have to go to a City facility to conduct a chemical inventory, or will the City provide the chemical names to us?

(A4) The City will request the Contractor to complete some of the chemical inventorying services, mainly at our larger facilities. In addition, the City does intend to complete some of the inventorying services internally at small facilities, then provide a list of chemicals to the Contractor.



(Q5) How will the City determine if a facility will have a Contractor conducted onsite inventory?

(A5) The choice of facility will not be based on the size of the facility, but more on the volume or quantity of individual chemicals that are stored or used at the facility. Centralized facilities such as treatment plants, package plants, service centers, office buildings, laboratories, etc. would be the ones considered for a Contractor conducted onsite inventory services. Remote facilities with a few chemicals that are also found at similar facilities will be handled by City personnel.

(Q6) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A6) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

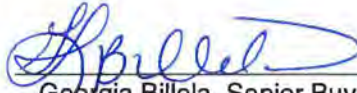
(Q7) I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?

(A7) Section 0900 – No Goals Form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 for assistance in correctly completing Section 0900 – No Goals Form.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Georgia Billela, Senior Buyer
Purchasing Office

11/21/2016
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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

SOLICITATION NUMBER: RFP JRD0315 //

SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES

CITY OF AUSTIN PURCHASING OFFICE

December 1st, 2016



Prepared for:
Jonathan Dalchau
Central Purchasing
124 W 8th Street, Suite 308
Austin, TX 78701
E-Mail: purchinfo@austintexas.gov

Prepared by:
Paul Stenbak - Director of Business Development
SafeTec Compliance Systems
7700 NE Parkway Drive / Suite 125
Vancouver, WA 98662
E-Mail: pstenbak@hsi.com

Tab 1: Executive Summary //

Thank you for providing SafeTec with the opportunity to compete for your business. SafeTec believes the following proposal leverages the City's current investment and work put into its Safety Data Sheet (SDS) and chemical management programs at Austin Energy, Fleet Management and the Water Utilities department into a single system/solution. SafeTec, as the current provider of SDS and chemical management and onsite inventory services for these departments is uniquely positioned and well aligned with the City's objectives and requirements to make this program and contract available to all City departments to use.

SafeTec's proposes that the City expand the current SDS management system (the SafeTec System) to increase compliance with State of Texas Hazard Communication Act and OSHA. The SafeTec system utilized today centralizes and makes available only a portion of the City's entire SDS database and chemical inventory for Right to Know and Understanding, record keeping and reporting which is required by various local, State and Federal agencies.

The SafeTec System has the capability to expand and to accommodate the City's 300+ facilities and manage by various departments and locations while hosting the estimated 6500 active and unique existing products and associated SDSs. The SafeTec System has the capability to compile and store all SDSs into a centralized, web-based management system that will be accessible based on need and user rights for employees, guests, facility supervisors, administrators and department HazMat Program Coordinators. The SafeTec System will provide the following to the City under the proposed program:

On-site Inventory Services - As part of SafeTec's recommended best-practice approach for ensuring an accurate SDS collection, SafeTec offers on-site inventory services—a solution that will bring concrete organization to the City's chemical inventory structure, leading to comprehensive chemical inventory knowledge.

SafeTec offers this turnkey service because many companies lack the tools and personnel required for conducting full-scale facility audits in a complete and efficient manner. SafeTec's inventory specialists will arrive at designated City facilities and conduct systematic inventory audits, categorizing and identifying the locations of all products found on-site and subsequently matching those products with the City's SDS information, in addition to collecting on hand quantities and container specifications. Once the audit is complete, SafeTec will generate a summary report by facility that includes:

- The number of products encountered
- How many of those products had up-to-date SDS records filed in the City's SDS collection

Tab 1: Executive Summary //

- A list of products that were matched to a SafeTec catalog record
- The number of products encountered that were neither in the City's collection or the SafeTec catalog.
- A list of obsolete products (customer had an SDS, but the product was not found through the course of the inventory).

Following the report, SafeTec will recommend the most appropriate follow up actions to shore up compliance gaps and ensure that the SDS collection is up-to-date and accurate. Once complete, the City's departments will be able to review and audit the resulting data before creating an export file suitable for completing and importing Tier II for the State of Texas.

Web-based SDS Management via the SafeTec System - SafeTec's end-to-end SDS Management solutions remove the challenges associated with safety data sheet management, while allowing the City to proactively analyze and plan for the entire chemical portfolio through a combination of technology, regulatory information and services.

The SafeTec team will configure and organize inventory data by City department and facility/sub-station and expand the City's current SDS Management solution to meet the unique needs of this request by including SDS documents for materials inventoried by SafeTec and the electronic SDS version for any City provided documents.

The SafeTec System provides the following capabilities and services related to the scope of work:

- Acquisition - SafeTec's Retrieval Team will locate and acquire SDSs directly from the City's manufacturers for each product or material used
- SDS Data Indexing - SafeTec unlocks the SDS data, allowing the City to perform detailed chemical searches, streamline your environmental reporting and automate the hazard analysis process
- Data Duplication - The SafeTec System removes duplicate SDSs, archiving or removing from the system based on City specifications
- SDS Refresh - SafeTec's Refresh Service helps to keep all active SDSs current with the most up-to-date copy available from the manufacturer/supplier. This service takes the heavy lifting off the City's shoulders and ensures that the SDS document collection is up-to-date.
- Labeling - SDS workplace or secondary labels can be printed for any SDS when NFPA, HMIS, and/or GHS data is being captured.
- Archiving - Automated SDS Archiving configured to the City's specifications

Tab 1: Executive Summary //

SafeTec System Access - SafeTec provides a simple and intuitive "Right-to-Understand" front end for City employees. This system is typically set as "read-only" providing options for these users to search, view, and print SDSs. It is also configurable to better satisfy the needs of the audience with respect to what they want to search by and view.

For the administrative or department users who need access to more involved tasks or views of the system, SafeTec provides a second, Administrative website. This system provides access to users with named accounts. These user accounts can be tied to one or more security groups, allowing access to only the areas of the system that pertain to their role(s).

SafeTec System Queries - One of the benefits of the SafeTec System is the ability to configure simple to complex queries and associated views which can include the following:

- *City criteria listed Section 3.2.1. of the Statement of Work*
- *Product Name Queries*
- *Partial Queries*
- *Common Names Query*
- *SDS Code Queries*
- *GHS information*

System Reporting - The SafeTec System has extensive reporting capabilities allowing City users to report at the department, facility or sub-location level. Report types include:

- Chemical Inventory Data
- City facilities by Facility Name
- Manufacturers
- Chemicals by Chemical product name
- Chemical Products by Manufacturer
- Locations with maximum annual quantities
- Annual Inventories by Facility.
- Chemicals stored > 10,000 lbs.
- Extremely Hazardous Substances
- Report an import inventory data into TIER II Reports.
- Report an import inventory data into the State of Texas CAMEO program

SafeTec System Support - SafeTec will provide the following in support of this project:

- Provide and maintain a telephone support system for emergencies 24/7/365
- Provide on-site classes to train City personnel on the usage of the SafeTec System
- Provide ongoing technical assistance for security, configuration and data conversions
- Provide searchable electronic backups for all SDSs to each department representative
- Allow for emergency (immediate) retrieval and transmittal of data to the Austin, Westlake, and Pflugerville Fire Departments

Tab 1: Executive Summary //

The City's current requirements are directly in line with SafeTec's core area of expertise. SafeTec will accommodate 100% of the City's requirements with no additional development necessary for launch. It is SafeTec's desire to continue our partnership with the City and satisfy its strategic and future needs for best-in-class chemical compliance.

In closing, SafeTec is extremely excited for the opportunity to not only consolidate the three independent systems in place today for Water, Energy, and Fleet Management, but also to provide the remainder of the city's departments with a simple and efficient option to join the system and services provided therein.

Tab 2: City of Austin Purchasing Documents //

Complete and submit the following documents:

A. Offer and Award Sheet

B. Section 0605 - Local Business Presence Identification Form

C. Section 0700 - Reference Sheets (minimum of 3)

D. Section 0815 - Living Wages Contractor Certification

E. Section 0835 - Non-Resident Bidder Provisions

F. Completed and Signed Section 0900 No Goals Utilization Plan (if applicable). If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet.

G. Addendums

Response: Please find all the above documentation at the end of the RFP response, completed per instructions provided. For the purposes of the RFP, SafeTec is referring to this collection of documents at Exhibit A.

Exhibit A – Tab 2 Documentation //

Response: In Tab 2, SafeTec refers to Exhibit A, where all required documentation provided with this RFP has been completed. Please find all documents referenced in Tab 2 below.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: SAFEPEC COMPLIANCE SYSTEMS, INC.
Company Address: 7700 NE PARKWAY DR., STE 125
City, State, Zip: VANCOUVER, WA 98662
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Betty J. Hicks
Title: Vice President Operations & Authority
Signature of Officer or Authorized Representative: [Signature]
Date: 11/29/16
Email Address: bhicks@ksi.com
Phone Number: 360-624-3771

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

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, 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	N/A	
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	N/A	
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	N/A	
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 SheetResponding Company Name SAFETEC COMPLIANCE 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 5 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 THE MCLANE COMPANY
Name and Title of Contact STEVEN HOWARD | SAFETY SPECIALIST
Project Name SDS MANAGEMENT & ONSITE INVENTORY
Present Address 4747 MCLANE PKWY
City, State, Zip Code TEMPLE, TX 76504
Telephone Number (215) 771-7500 Fax Number ()
EXT 6188
Email Address steven.howard@mclaneco.com

2. Company's Name ENLINK MIDSTREAM
Name and Title of Contact JAMES (MIKE) LEWIS | PROJECT LEAD, E&O COMPLIANCE SYSTEMS
Project Name SDS MANAGEMENT & ONSITE INVENTORY
Present Address 2501 CEDAR SPRINGS, Ste 100
City, State, Zip Code DALLAS, TX 75201
Telephone Number (214) 721-9412 Fax Number ()
Email Address james.lewis@enlink.com

3. Company's Name TRIMET
Name and Title of Contact CRAIG BLACK | SR. EHS SPECIALIST
Project Name SDS MANAGEMENT & ONSITE INVENTORY
Present Address 4012 SE 17th AVE
City, State, Zip Code PORTLAND, OR 97202-3940
Telephone Number (503) 962-6108 Fax Number ()
Email Address blackc@trimet.org

Section 0815: Living Wages Contractor Certification

Company Name SAFETEC COMPLIANCE SYSTEMS

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
PAUL STEUBAK	DIRECTOR OF BUSINESS DEV.
SCOTT BARK	SR. SOLUTIONS ENGINEER
PATRICE MOFFAT	ON-SITE INVENTORY MANAGER
DAN CROWTHER	PROJECT MANAGER
KERA KOZLOWSKY	OPERATIONS DIRECTOR
TRACY RUSHITON	ACCOUNT MANAGER

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name SAFETEC COMPLIANCE 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

- (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: WASHINGTON

- 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: N/A

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

SOLICITATION NUMBER: RFP JRD0315

PROJECT NAME: SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERV

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.

Saktec Compliance Systems
Company Name

Betty J. Hicks, VP Operations & Authoring
Name and Title of Authorized Representative (Print or Type)

Betty J. Hicks
Signature

Date

11/29/16

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

SOLICITATION NUMBER: RFP JRD0315

PROJECT NAME: SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERV

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	SAFETEC COMPLIANCE SYSTEMS, INC		
Address	7700 NE PARKWAY DR., STE 125		
City, State Zip	JANCONER, WA 98662		
Phone Number	360.957.5245	Fax Number	—
Name of Contact Person	PAUL STENBAK		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

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FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
REQUEST FOR PROPOSAL
SAFETY DATA SHEET MANAGEMENT SYSTEM AND CHEMICAL INVENTORY SERVICES
CITY OF AUSTIN, TEXAS**

RFP: JRD0315

Addendum No: 1

Date of Addendum: November 21, 2016

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(A2) The City is seeking an annual price that will provide all-inclusive SDS management services to all City department and facilities, which shall be accessible to any City employees interested in gaining access to the SDS documents housed in the management system. The City currently has over 300 facilities and over 12,000 employees. Paragraph 3.4 of the 0500 - Scope of Work offer estimates on how many facilities may wish to have an onsite chemical inventory performed by the Contractor, estimated number of unique SDSs the system might house, and number of users that may be accessing the system at the same instance (not the total list of users). These are just estimates based on current SDS documents in electronic and paper form currently used by the City. The City may need more or less during the contract term. The Proposer is suggested to off a price based on their experiences with cities' of similar size and scope to the City of Austin. Alternative offers will be accepted if deemed advantageous to the City.
 - (Q3) Can a company purchase a management software system to maintain on the City's behalf? Is that something that should go through SMBR?
(A3) If you are making a onetime purchase of the software system, it would not be considered as something you are subcontracting. However, if the software system is getting built or maintained by another company that is not the Proposer, then it would fall under the subcontracting guidelines and SMBR should be contacted.
 - (Q4) Will the Proposer have to go to a City facility to conduct a chemical inventory, or will the City provide the chemical names to us?
(A4) The City will request the Contractor to complete some of the chemical inventorying services, mainly at our larger facilities. In addition, the City does intend to complete some of the inventorying services internally at small facilities, then provide a list of chemicals to the Contractor.



(Q5) How will the City determine if a facility will have a Contractor conducted onsite inventory?

(A5) The choice of facility will not be based on the size of the facility, but more on the volume or quantity of individual chemicals that are stored or used at the facility. Centralized facilities such as treatment plants, package plants, service centers, office buildings, laboratories, etc. would be the ones considered for a Contractor conducted onsite inventory services. Remote facilities with a few chemicals that are also found at similar facilities will be handled by City personnel.

(Q6) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A6) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

(Q7) I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?

(A7) Section 0900 – No Goals Form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 for assistance in correctly completing Section 0900 – No Goals Form.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

A handwritten signature in blue ink, appearing to read "G. Billela", written over a horizontal line.

Georgia Billela, Senior Buyer
Purchasing Office

11/21/2016
Date

ACKNOWLEDGED BY:

Vendor Name

A handwritten signature in black ink, appearing to read "B. J. Miller", written over a horizontal line.

Authorized Signature

11/29/16
Date

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

Tab 3: Authorized Negotiator //

Tab 3 – Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Response: Authorized to Negotiate:

Name: Craig Mordi - Senior VP, Sales,
Address: HSI – SafeTec Compliance Systems
1450 Westec Drive
Eugene, OR 97402
Telephone #: d 800.447.3177 x550
E-Mail: cmordi@hsi.com

Name: Jon Daane – Director of Sales
Address: SafeTec Compliance Systems
7700 NE Parkway Drive / Suite 125
Vancouver, WA 98662
Telephone #: d 360.831.5448
E-Mail: jdaane@hsi.com

Name: Chad Birckelbaw - CEO
Address: HSI
1450 Westec Drive
Eugene, OR 97402
Telephone #: d 800.447.3177 x290
E-Mail: cbirckelbaw@hsi.com

Tab 4: Business Org. & Project Mgmt. Structure //

Tab 4 – Business Organization & Project Management Structure:
Provide the following information:

A. Full name and address of your company and identify parent company if you are a subsidiary.

Response: SafeTec Compliance Systems
7700 NE Parkway Drive / Suite 125
Vancouver, WA 98662
www.safetec.net

Parent Company
HSI (Health & Safety Institute)
1450 Westec Drive
Eugene, OR 97402
www.hsi.com

Indicate whether you operate as a partnership, corporation, or individual.

Response: Corporation

Include the State(s) in which incorporated or licensed to operate.

Response: SafeTec Compliance Systems is incorporated in the State of Washington
SafeTec's parent Company, HSI is incorporated in the State of Oregon
HSI through its various brand families (ASHI, MEDIC First Aid, Summit Training Source, 24-7 EMS, 24-7 Fire, and SafeTec Compliance Systems) is licensed to operate in all 50 States.

Include how long has your company been in business.

Response: 21 Years+ (SafeTec Founded in 1995)

B. Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.

Response: SafeTec's organizational capacity is as follows.

Tab 4: Business Org. & Project Mgmt. Structure //

Capacity to Fulfill the Requirements the Scope of Work - SafeTec, as the current provider of SDS and chemical management services is uniquely positioned and aligned with the City's objectives to make this program and contract available to all City departments. The following core elements of the SafeTec SDS management system are in place from which to build:

- + A web-based SDS management system that is expandable to over 300 facilities that vary in size and that use and store various hazardous materials
- + A web-based SDS management system that is accessible to all employees, contractors, facility supervisors and department HazMat Program Coordinators and administrators
- + Experience with completing onsite inventories of hazardous materials located at identified City facilities
- + SDS acquisition and maintenance across a portion of City product manufacturers and suppliers
- + SDS indexation of key data query and reporting elements
- + A suite of reporting capabilities including inventory, regulatory and product specific
- + 24/7 support, back-up and training

Company's Mission – SafeTec provides industry-leading tools and services—plus highly personalized support—to help customers understand and analyze the chemicals used in their organizations. SafeTec integrates technology, services, information, and automation to make this possible. SafeTec has adapts to our customers' needs and collaborates with them in developing innovative, intuitive solutions. SafeTec continues to innovate, grow, and expand our influence to generate sustainable value for our customers, employees, and shareholders.

Financial Resources - SafeTec was a small, privately held corporation up until December of 2015 when the Health & Safety Institute (HSI) acquired the company. HSI is backed by The Riverside Company (riversidecompany.com) a global private equity firm focused on making control and non-control investments in growing businesses valued at up to \$400 million. Today, SafeTec Systems operates as one of HSI's family of brands which include:

Tab 4: Business Org. & Project Mgmt. Structure //



Organizational Stability – Since 1995, SafeTec has partnered with Environmental, Health, and Safety professionals to meet the challenges and mitigate the risks associated with chemical management. The SafeTec Community includes more than 400 customers across a myriad of industries and sizes.

Dedicated Resources - SafeTec is extremely focused on continued customer service excellence, exemplified by our 98% customer retention rate. SafeTec will utilize its current City of Austin Account Manager / Project Manager structure to ensure that account leadership and labor are operating smoothly and are clearly separated. However, SafeTec's organizational structure is very flat, and strives to ensure that all parties involved in with supporting the City are well-informed and capable of solving any challenge they come across through the power of teamwork.

Industrial Knowledge - SafeTec's end-to-end SDS Management solutions remove the challenges associated with safety data sheet management and chemical inventory services. SafeTec will help identify requirements beyond this request, then configure SafeTec's SDS Management solutions to meet the unique needs of the City. The entire SafeTec solutions grows with the City: simply add or subtract functions and services as needed (much like that of this RFP and proposed scope of work). SafeTec's SDS Management solutions will continue to help the City to:

- Capture, analyze and assess its entire chemical portfolio
- Develop and proactively manage its chemical inventory City-wide
- Streamline regulatory and inventory reporting
- Comply with local, Texas and OSHA's Hazard Communication standards
- Quickly access critical safety and environmental information in the event of an emergency
- Deliver relevant employee training based on hazardous chemicals present in their workplace

Tab 4: Business Org. & Project Mgmt. Structure //

Unique Knowledge, Skills, and Abilities –The adaptable SafeTec System goes beyond chemical inventory and SDS documentation to help the City fully understand, analyze, and report on the chemicals used in the organization.

- SafeTec's team of seasoned inventory experts utilize industry-leading tools, including the proprietary SMIS (SafeTec Mobile Inventory System), to collect and store the City's chemical data, while working to retrieve the data the City is missing. All on-site, in real-time.
- The SafeTec System allows configuration to better satisfy the needs of the audience with respect to what they want to search by and view
- Acquiring SDSs directly from the manufacturer of each product or material used
- SDS Data Indexing will unlock the SDS data, allowing the City to perform detailed chemical searches, streamline reporting and automate your hazard analysis and classifications
- Data Duplication capabilities which remove duplicate SDSs, archiving or removing from the system based on City specifications
- SafeTec's Refresh Service which helps to keep all active SDSs current with the most up-to-date copy available from the manufacturer/supplier. This service will take the heavy lifting off of the City's shoulders and ensure that your SDS document collection is up-to-date.

C. Include names and contact information for key personnel that will be assigned to the awarded Contract. Provide a general explanation and chart which specifies project leadership, reporting responsibilities, and interface the Contractor's team with City department personnel. If use of subcontractors is proposed, identify their placement in the primary

Response: SafeTec has a dedicated Account Manager for each customer implementation. The Account Manager's role is to ensure that SafeTec's Project Management team executes the contract and implementation as described in the Statement of Work.

The Project Management team also assigns a member of its staff to directly manage the initial implementation and the ongoing support provided once the system and service are up and running.

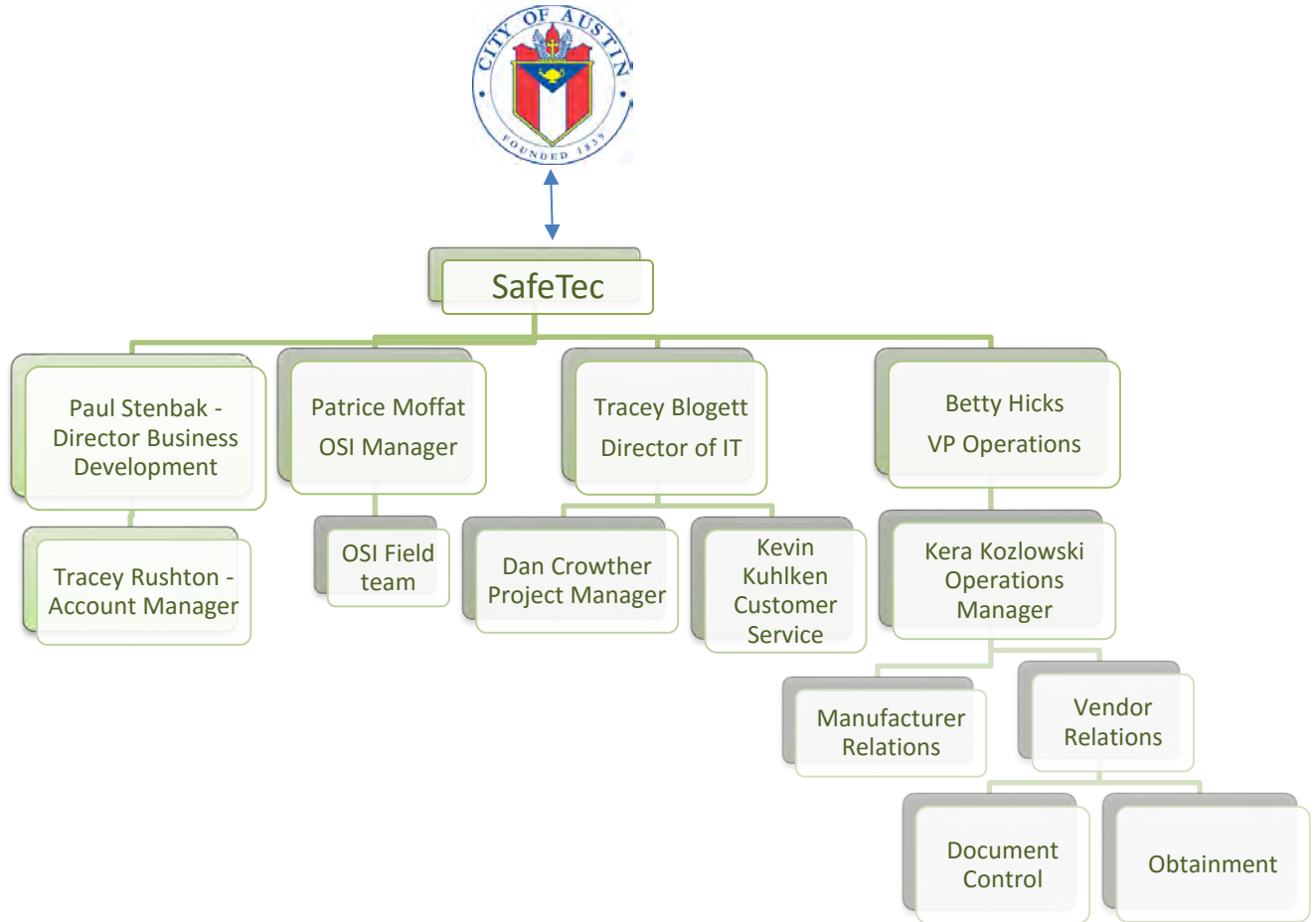
The following provides an overview of SafeTec's leadership and reporting structure for our Account Management, Project Management, Development, and Fulfillment departments, along with a description of how they all work together to deliver quality service, software, and project deliverables. Only those names that will in some way come in contact with your project have been referenced.

Main Points of Contact:

Tab 4: Business Org. & Project Mgmt. Structure //

Title:	Director of Business Development
Name:	Paul Stenbak
Role:	RFP and contract point of contact, ongoing sales and business relationship
Title:	Account Manager
Name:	Tracey Rushton
Role:	Execute contract and implementation as described in the Statement of Work
Title:	Project Manager
Name:	Dan Crowther
Role:	Directly manage the initial implementation and the ongoing support
Title:	Operations Manager
Name:	Kera Kozlowsky
Role:	Directly manage the day to day operations process of document obtainment, SDS vendor / manufacture relations and document control
Title:	OSI Manager
Name:	Patrice Moffat
Role:	Work directly with The City to coordinate Onsite Inventory projects, ensure a smooth transaction of the OSI service purchased and to oversee the integration of the inventory information and data into the SafeTec SDS management system.

Tab 4: Business Org. & Project Mgmt. Structure //



Tab 5 – Experience & Qualifications

Provide the following information:

A. Describe your company's relevant experience, qualifications, and expertise providing services described in the Scope of Work. Letters of Recommendation that your company has received for similar projects and scope may be included.

Apart from the below listed references, SafeTec has provided a completed form in Attachment A, Section 0700, which includes all contact information and details requested for each company referenced below.

Additionally, SafeTec would like to cite the 10 years of service provided to the City of Austin. First with a 5-year agreement at Austin Energy, followed by a second RFP to retain that agreement. During the course of our second agreement with Austin Energy, we competed and won the bid for Austin Water Utilities, introducing the first round of Onsite Inventory services provided for the City. During the early stages of the Water Utility agreement, SafeTec was approached by the Fleet Management group, which also joined SafeTec as a customer.

During our discussions and contract negotiations with Fleet Management, SafeTec began discussions with City procurement and existing City customers about the concept of a City-wide RFP to bring all three systems together and allow other departments to join the solution. SafeTec is honored to have provided services and systems for the City of Austin for nearly a decade and looks forward to the opportunity to do so for the entire city, with a single-sourced solution.

Please see below for additional content and project descriptions for the references we've provided in Attachment A, section 0700.

Response: All of the referenced clients listed below are managed and implemented by the personnel referenced throughout this RFP. SafeTec has selected Texas-based clients where possible, but has also provided a couple of other references to more relevant offerings in response to this RFP. Note, SafeTec is the current provider of SDS Management services for the City of Austin's Water Utility, Fleet Management and Energy Divisions. Upon request SafeTec can / will provide City points of contact who utilize the current application and suite of services.

References:

The McLane Company | Project Description:

Tab 5 – Experience & Qualifications

The McLane Company of Temple, TX - the largest distributor of tobacco and candy in the US – was implemented in late 2009. For this implementation, SafeTec acquired all of their paper MSDS at 40 locations across the country. Next, we digitized the entire collection and then performed Onsite Inventories at each of the locations to ensure that an MSDS was present for every product in the field. Due to pressures to get compliance levels up, this inventory was conducted in three concurrent tracks across country, in less than four weeks. We also imported all the MSDS for the products they deploy in production and categorized them accordingly for identification and lookup. As a follow up project, SafeTec digitized all of McLane's archived MSDS sheets – nearly 10,000 documents that no longer have to be managed in boxes stored at headquarters. Most recently, McLane added Onsite Inventory services to their annual subscription, having us inventory half of their locations annually. In the future, we are planning to tie our MSDS system to their internal product deployment toolset to help provide MSDS documentation for orders that go out from each warehouse, on demand. As with most SafeTec clients, the SDS Refresh Service has resulted in a GHS compliant system, with notes for any product's (M)SDS not updated, and reasons why. This process is ongoing and will eventually result in full GHS compliance, with definitive notes showcasing due diligence efforts along the way.

EnLink Midstream | Project Description:

EnLink Midstream, a natural gas firm operating in Texas, Louisiana, Ohio, and Kentucky, was implemented on SafeTec's services in early 2011. This implementation is very similar to that of McLane. First we digitized their paper collection, followed by a quantitative Onsite Inventory at all 30 of their locations in under four weeks. We have finalized acquiring all the new MSDS that resulted from that effort. Next, we will index their collection and turn on Tier II reporting, complete with Tier2Submit functionality, in Texas and Louisiana's proprietary state system. They have already used the data we captured to facilitate last year's Tier II process. As with most SafeTec clients, the SDS Refresh Service has resulted in a GHS compliant system, with notes for any product's (M)SDS not updated, and reasons why. This process is ongoing and will eventually result in full GHS compliance, with definitive notes showcasing due diligence efforts along the way.

In recent years, through acquisitions, EnLink has added additional physical inventory projects to their subscription. They elected to continue outsourcing onsite inventory to keep their system fresh with on-hand quantities as they prepare for the Tier II report each year.

TriMet | Project Description:

Tab 5 – Experience & Qualifications

TriMet, Portland, OR's public transportation organization, implemented SafeTec in late 2008. Starting simple, this system has only grown over time. We initially imported their collection from an in-house system. This collection was found to be out of compliance, and they employed SafeTec to conduct organization-wide Onsite Inventories. Also worthy of note, TriMet utilizes our Chemical Approval Workflow Engine to facilitate a rather complex chemical approval process in an automated fashion. As with most SafeTec clients, the SDS Refresh Service has resulted in a GHS compliant system, with notes for any product's (M)SDS not updated, and reasons why. This process is ongoing and will eventually result in full GHS compliance, with definitive notes showcasing due diligence efforts along the way.

B. Include names, qualifications, and expertise of all professional personnel who will be assigned to supporting this Contract. Identify the project manager and key personnel by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting Contract (limit 2 page per person). Include the estimated percentage of work each person will devote to this Contract. Do not include the experience of personnel who will not actively participate in the work of the resulting Contract.

Response: The SafeTec team supporting this contract and program are as follows.

Title:	Director of Business Development
Name:	Paul Stenbak
Role:	RFP and contract point of contact, ongoing sales and business relationship.
Resume:	Has been with SafeTec for over ten years. He was the Project Manager that handled the initial implementations of the Austin Energy SafeTec solution. Paul also coordinated the implementation of both Austin's Fleet and Water SafeTec solutions and has moved through the company from Project Management to Systems Analyst to Systems Engineering Manager to join SafeTec's Account Management and Sales team. He has been working in the software industry for 20 years and personally hired a portion of the SafeTec Project Management staff while operating as Systems Engineering Manager.

Professional Experience:

SafeTec Compliance Systems
Business Development Manager
Regional Account Manager
Systems Engineering Manager
Application Engineer
Project Manager

Tab 5 – Experience & Qualifications

Panther Systems, Inc. – May 2001 – January 2007 (5 years 9 months)
Configuration Analyst I

Mr. Stenbak has completed a Bachelor of Science program at Washington State University with a major in Management Information Systems.

Title: Account Manager
Name: Tracey Rushton
Role: Execute contract and implementation as described in the Statement of Work
Resume: Since joining SafeTec in 2011, Tracey has held multiple roles in the Sales and Marketing departments. Most recently, Tracey was promoted to Account Manager, where she operates as the main contact for all of SafeTec's marquee clients. This role has been a perfect fit for Tracey's can-do, always positive attitude. Her attention to detail and commitment to customer support excellence is second-to-none.

Ms. Rushton has completed a Bachelor of Science program at Washington State University with a major Marketing and a minor in Management Information Systems and Professional Sales, where she was Magna Cum Laude and on the Dean's list.

Title: Project Manager
Name: Dan Crowther
Role: Directly manage the initial implementation and the ongoing support
Resume: Dan took over as the City of Austin project manager in late 2015, when he joined the company. Since then, he has thrived at SafeTec, taking on several challenging projects involving both existing and new customer projects. Dan has been quickly getting up to speed on all things City of Austin and is very excited to be taking on a City-wide implementation. Prior to coming on board at SafeTec, Dan held a Project Management position at Point 97, a local firm in Portland, OR that handles ocean resource management projects for global clients. His attention to detail, calm demeanor, and business acumen have solidified his status as one of SafeTec's premier Project Managers.

Dan holds a Bachelor's Degree in Biology from Virginia Tech and a Master's Degree in Environmental Science from Washington State University.

Tab 5 – Experience & Qualifications

Title: Operations Manager
Name: Kera Kozlowsky
Role: Directly manages the day to day operations process of document obtainment, SDS vendor / manufacture relations and document control
Resume: Kera has been involved in the (M)SDS management space for nearly 20 years. Her area of expertise is focused on the operational side of SafeTec's business, overseeing the processes associated with services we provide for SDS Data Capture, Obtainment, and Updating. She oversees the entire data services staff and is an integral part of the day-to-day operations that run behind the scenes, but are showcased in the SafeTec System. Simply put, Kera is one of the most knowledgeable people in the entire SDS management industry – very few people know more about the details and efforts associated with collecting data from source SDS and calling on manufacturers to obtain or update an SDS.

Title: OSI Manager
Name: Patrice Moffat
Role: Work directly with The City to coordinate Onsite Inventory projects, ensure a smooth transaction of the OSI service purchased and to oversee the integration of the inventory information and data into the SafeTec SDS management system.
Resume: Since starting with SafeTec in May 2013, Patrice has worked as a Customer Service Representative, Customer Service Manager, and is at present Manager of the On-Site Services team. Prior to her time at SafeTec, Patrice worked in the airline industry with roles as a Customer Service, Ground Operations, Training, and Administrative Supervisor. These roles provided the foundation to her dedication for safety and providing high levels of customer service.

As the On-Site Inventory (OSI) Manager at SafeTec, her primary responsibilities are to work directly with the clients of SafeTec to ensure a smooth transaction of the service purchased and to oversee the integration of the information into the SafeTec SDS management system.

Ms. Moffat has completed a Business Administration Bachelor of Arts program at Washington State University-Vancouver with a major in Business Management. She is currently First Aid/CPR certified, and holds HazWoper 24 and OSHA 10 General.

Tab 6 – System Concept & Proposed Solutions //

Provide your proposed solution to accomplishing the services indicated in the Scope of Work. Specifically include:

A. A comprehensive plan for achieving the requirements presented in the Scope of Work of this Request for Proposal (RFP) and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Innovative and alternate methods will be considered for evaluation provided the proposed method is consistent with the goals of the City and meets regulatory requirements.

Response: SafeTec has formally reviewed the project objectives, SOW and has prepared a detailed response in the following sections. To best support the City's needs for comprehensive chemical inventory management, onsite inventory services (OSI), and SDS management including SDS indexing, GHS labeling and compliance, SARA reporting and facility integration, SafeTec proposes the following general services:

- Develop City of Austin specific electronic SDS database with multiple site specific views, supporting up to 300+ facilities, unlimited employees, unlimited administrators for department locations, sub-locations and or sites housing an estimated 4,000 SDS
- Extract information from each SDS to SafeTec's structured database.
- Scanning, information indexing and upload of submitted new and revised SDS documents throughout the term of the agreement.
- Acquire, upload and index GHS compliant safety data sheets.
- Provide access to GHS compliant labels based.
- Provide access to an E-binder capable of being used to store on information on a USB or CD for back up or to provide to fire department
- Provide access to Reports & Analysis Hub to generate SARA 311/312, form R (TRI) reports, and regulatory list match comparisons.
- Allow inventory data to be imported into TIER II Report and the into the State of Texas CAMEO program
- Monitor and maintain all active SDSs current with the most up-to-date copy available from the manufacturer/supplier.
- Provide detection and removal workflow to identify duplicate SDS in the system.
- Maintain a secure backup and archive of the SDS database.
- Provide technical support for technical emergencies on a 24 /7/365
- Provide assistance in gathering an accurate and updated on-site inventories and have the ability to gather product quantities by location upon request.

Tab 6 – System Concept & Proposed Solutions //

SafeTec has prepared the following “Tables of Conformance” for each Section of the proposed Statement of Work to confirm capabilities and provide supplemental information as required. As follows:

Section 2. Background

Table of Conformance - Section 2. Background	
City of Austin Requirement	SafeTec Response
The City has over 300 facilities that operate in commercial or industrial environments. City departments vary in size and the number of facilities that they support. Some departments operate a large number of facilities while others operate a single facility that uses and stores various hazardous materials. Currently, there are roughly 4,000 existing SDSs in electronic and hard copy formats at the various City facilities.	Confirmed. The SafeTec system is capable of supporting 300+ facilities, their users, administrators and associated SDS. There are no system limitations on the number of existing SDS SafeTec is able to manage for the City.
<p>2.1. Multi-user access is crucial but different personnel may require different levels of User Access to perform additions of SDSs into the system, assign user accounts to individuals within each department, etc.</p> <p>2.1.1. Roles shall include:</p> <p>2.1.1.1. Administrator</p> <p>2.1.1.2. Supervisors (responsible for site inventory)</p> <p>2.1.1.3. End Users (enter inventory data)</p> <p>2.1.1.4. Guest (read only access)</p>	<p>Confirmed. SafeTec provides a simple and intuitive "Right-to-Understand" front end for City employees. This system is typically set as "read-only" providing options for these users to search, view, and print SDSs. It is also configurable to better satisfy the needs of the audience with respect to what they want to search by and view.</p> <p>For the administrative or department users who need access to more involved tasks or views of the system, SafeTec provides a second, Administrative website. This system provides access to users with named accounts. These user accounts can be tied to one or more security groups, allowing access to only the areas of the system that pertain to their role(s). Access rights are unlimited for City employee and administrative users.</p>
The City wishes to compile and store all SDSs into a centralized, web-based management system that is accessible to facility supervisors and department HazMat Program Coordinators	Confirmed. SafeTec offers the City a comprehensive, automated SDS and chemical inventory management solutions via a Software as a Service (SaaS) platform. The System can be accessed anytime, anywhere to the City's chemical portfolio.
2.2. The City anticipates that this Contract will streamline data collection, thereby increasing productivity in updating the current chemical databases.	Confirmed. SafeTec puts its expertise on the City's side:

Tab 6 – System Concept & Proposed Solutions //

	label generation tool can allow all City users to print labels on-demand from a local workstation.
3.1.13. Describe the SDS acquisition process used by your company. Include in your description, the process for acquiring SDSs when they are not available on a manufacturer website, or when the manufacturer is not available. Include in your description how far into the SDS search your process proceeds before you have to ask the City to provide more information on the respective hazardous material in order to obtain an SDS.	<p>Confirmed. SafeTec's operations team will attempt to acquire new and revised SDS of existing documents in the City's collection. SafeTec will supply the City with a link to review the Document Acquisitions Results. This link will open a webpage that shows on-demand access to the status of each SDS retrieval.</p> <p>The document updating and acquisition processes at SafeTec have received a substantial overhaul in the wake of GHS. The tools, processes, and integration with the core SafeTec System have drastically improved both efficiency and accuracy of these processes.</p> <p>Additionally, SafeTec has moved to a shared library concept, where document updates are provided from both SafeTec customers and the annual efforts we employ to update existing SDS. This results in more accurate and timely updates.</p>
3.1.14. Provide technical assistance on data conversion (master files, current inventory, set up data, etc.) if requested by the City.	Confirmed. The SafeTec team will provide all necessary technical assistance to convert and merge the existing City departments into a single system to be deployed city-wide.
3.1.15. Provide a searchable electronic backup for all SDSs to each department representative quarterly, or at a time mutually agreed to between the Contractor and the City department representative. The electronic backup shall be made available on a thumb/flash drive, or make downloadable from the Contractor's online database. The Contractor shall provide backup SDSs for each City department upon request by the respective department for any year throughout the contract term.	Confirmed. SafeTec will provide searchable electronic backups for all SDSs to each department representative. City representatives can create a SDS Binder anytime from the application. The SDS Binder feature will gather the SDS documents for a returned search by location and publish them as a PDF, complete with a title page and table of contents.
3.1.16. Provide to each City department representative the department's inventory data in an editable, Microsoft Excel spreadsheet no later than one (1) week after completion of that department's on-site inventory, or at a time mutually agreed to between the Contractor and the City department representative. The Contractor shall provide this information on thumb/flash drive, or as a downloadable document from a website hosted by the	<p>Confirmed. Once the audit is complete, SafeTec will generate a summary report by facility that includes:</p> <ul style="list-style-type: none"> • The number of products encountered • How many of those products had up-to-date SDS records filed in the City's SDS collection • A list of products that were matched to a SafeTec catalog record

Tab 6 – System Concept & Proposed Solutions //

Contractor. The Contractor shall provide a department's inventory data upon request by the City department representative for any year throughout the contract term.	<ul style="list-style-type: none"> The number of products encountered that were neither in the City's collection or the SafeTec catalog. A list of obsolete products (customer had an SDS, but the product was not found through the course of the inventory). <p>Following the report, SafeTec will recommend the most appropriate follow up actions to shore up compliance gaps and ensure that the SDS collection is up-to-date and accurate.</p> <p>As noted, SafeTec will work with the City to derive an amicable turnaround time commitment for these reports.</p>
3.1.17. Organize inventory data by department and facility/sub-station. The Contractor shall provide a department's inventory data to the respective City department representative within three (3) business days upon request from the department representative.	Confirmed. Standard functionality and support.
3.1.18. Provide and maintain a telephone support system for emergencies that is available 24 hours per day, seven (7) days per week, and 365 days per year. The telephone support system shall be able to provide, at a minimum, information on personal protective gear requirements, and clean-up and containment procedures for chemicals.	Confirmed. Standard support.

3.2. SDS Management System Requirements

Table of Conformance - 3.2. SDS Management System Requirements	
City of Austin Requirement	SafeTec Response
The web-based SDS Management System shall:	
3.2.1. Include search criteria with separate, searchable fields that include the following at a minimum: 3.2.1.1. NFPA 704 3.2.1.2. HMIS 3.2.1.3. UN/NA Numbers 3.2.1.4. CAS Numbers 3.2.1.5. DOT Hazard Code 3.2.1.6. Hazard Class 3.2.1.7. Chemical Name 3.2.1.8. Manufacturer Name	Confirmed. The SafeTec System provides search criteria for the items listed. DOT data is not presently a data field captured for the current agreements in place at Water/Energy/Fleet. That said, these are fields that SafeTec can absolutely capture, resulting in the same search-ability as all existing data elements already present in the system.

Tab 6 – System Concept & Proposed Solutions //

3.2.1.9. Physical Form (solid, liquid, gas)	
3.2.1. Include search criteria with separate, searchable fields that include the following at a minimum: 3.2.1.10. Unit Quantity 3.2.1.11. Total Number of Units 3.2.1.12. Total Quantity (Unit Qty. x Total # of Units) 3.2.1.13. Location/Facility/Building (min 3 levels) 3.2.1.14. Container Type 3.2.1.16. Department 3.2.1.17. Facility 3.2.1.18. Sub-location(s) for each facility. At least four (4) levels of sub-locations must be available for each facility (e.g. >Maintenance Shop, >Welding Area, >Compressed Gas Room, >North Wall). More than four (4) levels of sub-locations are preferred.	Confirmed with exceptions. The SafeTec System provides placeholders and reporting tools for this information. These fields are not separate nor searchable in comparison to those above. The data points listed are typically utilized in inventory tracking and reporting. SafeTec is more than willing to demonstrate this functionality to provide better clarity around how this data is viewed, accessed, queried, and rolled into reports. The sub-location drill down presented here are an exact match for the SafeTec System. In fact, we allow for one additional sub-location level, as well as divisional breakouts above the facility itself, which may be useful for denoting what is present across an entire department.
3.2.1.15. Materials from the inventory identified on the EPA Appendix A of Part 355 – List of Extremely Hazardous Substances	Confirmed. The SafeTec System provides the City with the capability to find a list of products that are on a regulation in the SafeTec system, and find what ingredient is causing it to be on that regulation.
3.2.2. Allow for the addition of Globally Harmonized System pictograms to the search criteria, if available	Confirmed. As a function of SafeTec's standard data capture services, GHS data (including pictograms) will be captured on behalf of the City for any product SDS containing this information. While available for direct entry by the user, this is something we would not expect the City to have to enter into the system.
3.2.3. Allow for emergency (immediate) retrieval and transmittal of data to the Austin, Westlake, and Pflugerville Fire Departments.	Confirmed. If desired, the City can provide local fire departments with direct access to the CoA instance of the SafeTec System, allowing for real time access to the data. SafeTec suggests providing access through the Right-To-Understand instance, but we're happy to work with the City on other avenues by which to comply with this need, such as schedule reports or other more elegant transmissions of data, depending on the need.
3.2.4. Allow inventory data to be imported into TIER II Reports. 3.2.5. Allow inventory data to be importable into the State of Texas CAMEO program.	Confirmed. The SafeTec system is currently being used by Fleet/Water departments for filing Tier II reports via the State of Texas CAMEO program. The SafeTec System provides the ability to audit/edit/add inventory data via a wizard-base Tier II program. Once the data has

Tab 6 – System Concept & Proposed Solutions //

	been deemed satisfactory, this system exports the data into a .T2S file, which can then be directly imported into CAMEO. As a result of this project, any department or facility that has provided SafeTec with inventory data or participated in the Onsite Inventory services will be able to use this tool and process.
3.2.6. Include a means of maintaining a list of the chemicals located by facility. 3.2.7. Include a mechanism for printing out a variety of inventory reports.	Confirmed. Each location that provides SafeTec with an initial inventory list will have this ability. For those locations not opting to conduct annual Onsite Inventory, this list will need to be maintained and updated by the user base at the department or location level. For all locations receiving the Onsite Inventory services annually will get a refreshed inventory listing with each visit. Regardless of the method that generates the inventory lists, users can query a list of chemicals at their location(s), dictate the field output of the list, export the results to Excel, and send a file to whomever the recipient is.
3.2.8. Provide lists of chemicals, reportable under a variety of environmental regulations.	Confirmed. The SafeTec system
3.2.9. Include a chemical inventory system requirement that provides the City the ability to:	
3.2.9.1. Review SDSs.	Confirmed. Standard functionality. As previously mentioned, the SafeTec process and toolset for updating and reviewing SDS for newer revisions has received a significant adjustment in both efficiency and accuracy. From May of 2015 to March of 2017, SafeTec will have touched and attempted an update on every active and unique (M)SDS associated with the entire customer base, including the three instances currently in place with the City of Austin.
3.2.9.2. Review all chemical inventory data for the respective department, facility and various sub-location(s).	Confirmed. At the close-out of every onsite inventory project, our team reviews the resulting outcome with the customer, ensuring that the results are in keeping with the customer's desired, where possible.
3.2.9.3. Limit/prohibit access to SDSs and department inventory data by people and organizations outside the City as needed by each City department. People/organizations outside City shall not be able to	Confirmed. Standard functionality.

Tab 6 – System Concept & Proposed Solutions //

access this data unless permitted by the respective City department.	
3.2.9.4. Search, edit, and print site chemical inventories for each storage location.	Confirmed. Standard functionality.
3.2.9.5. Search master chemical list.	Confirmed. Standard functionality.
3.2.9.6. When chemical use is stopped, de-activate the chemical at locations but archive it on the master list.	Confirmed. Standard functionality.
3.2.9.7. Maintain a master chemical list in electronic format, with ability to associate a chemical with a manufacturer, location, SDS and other applicable searchable fields.	Confirmed. Standard functionality.

3.3. Reporting Requirements

Table of Conformance - 3.3. Reporting Requirements	
City of Austin Requirement	SafeTec Response
The SDS System shall be able to provide reports allowing users to:	
3.3.1. View chemical inventory data via reports (e.g. AFD Hazmat Permit – Maximum quantity stored by location, etc.)	Confirmed. This functionality currently exists in the SafeTec System instances deployed for Water/Energy/Fleet. However, this reporting schema utilizes NFPA data, which will soon be disappearing from most manufacturer supplied SDS. SafeTec anticipates an adjustment in this reports underlying algorithm, and has provided pricing for system customization per the RFP.
3.3.2. Current list of City facilities by facility name	Confirmed. Standard functionality.
3.3.3. Produce a report of manufacturers sorted by name	Confirmed. Standard functionality.
3.3.4. Produce a report of chemicals sorted by chemical product name	Confirmed. Standard functionality.
3.3.5. Produce a report of chemicals by manufacturer. List of chemical products grouped by manufacturer/ sorted by manufacturer name/ chemical products for each manufacturer shall be sorted by chemical product name.	Confirmed. Standard functionality.
3.3.6. Produce a report of locations with maximum annual quantities - grouped by chemical product name and sorted by facility and storage location	Confirmed. Standard functionality.
3.3.7. Produce a report of annual inventories by facility. List of all chemical products for inventory year by facility or sorted by facility and chemical products sorted by name and maximum quantity stored.	Confirmed. Standard functionality.

Tab 6 – System Concept & Proposed Solutions //

3.3.8. Produce a report of chemicals stored in excess of 10,000 lbs.	Confirmed. Standard functionality.
3.3.9. Produce a report of chemicals stored in excess of 55 gallons or 500 lbs.	Confirmed. Standard functionality.
3.3.10. Produce a report of Extremely Hazardous Substances stored above the Threshold Planning Quantity	Confirmed. Standard functionality.

3.4. Licensing Requirements

Table of Conformance - 3.4. Licensing Requirements	
City of Austin Requirement	SafeTec Response
The Contractor shall consider the following when submitting pricing for license fees:	
3.4.1. 125 Facilities	The SafeTec System can handle unlimited locations. The number of locations in the solution is not a factor that our subscription pricing model considers. However, the number of days needed to conduct inventory at a subset of these facilities is a factor in our pricing model, specifically for the inventory services.
3.4.2. 4000 SDSs	<p>At present, the combined solution for Fleet/Water/Energy will consist of approximately 6500 active and unique (M)SDS. When analyzing the three systems and the data within, duplication resulted in the consolidation of approximately 1000 records. We feel this is the result of the difference in business functions amidst these three departments and the chemical makeup for each of them. While we do expect to continue seeing duplication and shared data opportunity when bringing on new departments, we anticipate growth over the 5-year term if newly added departments like Building Services, the Austin-Bergstrom Airport, and Neighborhood Housing join the system.</p> <p>A City-wide deployment is estimated to result in a total active and unique SDS count of approximately 8000, for consideration.</p>

Tab 6 – System Concept & Proposed Solutions //

3.4.3. 50 concurrent users for maintenance of data	Confirmed. The SafeTec System pricing model is not based on named users or concurrent users. SafeTec provides unlimited access for the City's employee and administrative users.
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B. A description of your technical plan for accomplishing the required work. Include such time related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

- i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
- ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
- iii. The degree of definition provided in each technical element of your plan.
- iv. The points at which written, deliverable reports will be provided.
- v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.

Response: Listed in the Table below are the steps involved with implementing the system and services requested in this RFP. All tasks listed below will be managed by SafeTec's assigned Project Manager for this City of Austin Project. For each item, SafeTec has provided an estimated duration for the effort. Please bear in mind that these are merely estimates. Many items in the following list will run in parallel with one another. Upon award, SafeTec suggests an onsite meeting with all pertinent City stakeholders, to iron out the actual go-forward plan and set schedule of events to assist in facilitating a smooth and effective roll-out. The positive aspect of this table is that SafeTec already has systems in place for Water/Energy/Fleet. SafeTec intends to keep these systems active and running in parallel to the creation of a new, single source platform. It is important to note that at some point, SafeTec will require a data entry "freeze" on the legacy systems in order to remove complexity from the data consolidation into the single platform. Upon creating the new platform, new submissions from existing locations and new location additions can be conducted in the new platform. In parallel, SafeTec will be working move the data (users, SDS, locations, quantities, container specs, and other intricacies) from three legacy platforms into the newly established, City-wide system.

Tab 6 – System Concept & Proposed Solutions //

#	Description of Work	Technical Factors	Target Completion Date
1	Begin Contract Review Process		January 15, 2017
2	Contract Execution		February 1, 2017
3	Project Kickoff		February 15, 2017
4	Completion of 2017 Tier II Reports	Using legacy systems for Water/Energy/Fleet systems	March 31, 2017
5	Freeze of data entry in Legacy Systems	New submissions will be sent to the newly created, city-wide system	April 1, 2017
	Build Scope of Work for any new development efforts required in first year of the agreement.	Rollout schedule dependent on the results of scoping discussions.	April 1, 2017
6	Migration of legacy systems into a single, city-wide platform	During this time, new submissions, paper/pdf collections from newly added locations, and general read-only access to the newly created system will be provided, while still allowing access and read-only use of the legacy system(s).	June 1, 2017
7	New System Review/Acceptance	Includes testing of all reporting requirements present in the RFP.	June 15, 2017
8	New System Go-Live		June 30, 2017
9	Sunset Legacy System		July 15, 2017
10	SDS data processing: Transportation field capture and system-wide document updates.	During this time, Onsite Inventory Services can commence, in parallel with data processing.	July 15, 2017
11	Schedule 2017 Onsite Inventory efforts.		July 15, 2017
12	Build-out plans for newly added locations over first two years of the agreement.		July 30, 2017

A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.

Response: SafeTec's SDS management system complies with Federal, State and Local governing entities and their applicable rules and regulations.

The Proposer must state his compliance with terms of this RFP.

Tab 6 – System Concept & Proposed Solutions //

Response: SafeTec's response is compliant with the terms of this RFP.

C. Describe your software security measures and the different levels of access your management system can provide to ensure protection of critical data.

Response: The SafeTec System uses a built-in authorization system to determine whether a user should be granted access to a resource in the system. The authorization system takes into consideration the user's status, e.g. whether the user belongs to the customer's organization, whether it is a SafeTec employee or contractor, or whether it belongs to another customer. Authorization decisions are made according to the functional requirements of our solution (e.g. SafeTec employees having certain levels of access to customer data to provide our services).

SafeTec provides a simple and intuitive "Right-to-Understand" front end for City employees. This system is typically set as "read-only" providing options for these users to search, view, and print SDSs. It is also configurable to better satisfy the needs of the audience with respect to what they want to search by and view. Because of this system's audience and usefulness status, it provides unfettered access to all employees, contractors, and other users in its potential audience. In most "Right-to-Understand" solutions, the quantitative inventory data is not exposed, given the typical nature of this audience's need to visit the system.

For the administrative or department users who need access to more involved tasks or views of the system, SafeTec provides a second, Administrative website. This system provides access to users with named accounts. These user accounts can be tied to one or more security groups, allowing access to only the areas of the system that pertain to their role(s).

Lastly, if security becomes a bigger concern, the SafeTec websites can be configured for Single-Sign On, via the SAML 2.0 protocol. This will ensure that users are only granted access if their City network credentials match their user profile in the SafeTec System. If they are deemed worthy of Administrative access, they'll be logged in automatically. Otherwise, they'll be routed to the "Right-to-Understand", which is read-only and typically devoid of quantitative inventory details.

Should the City have any additional concerns over security, SafeTec is more than willing to share additional details and documentation that support our standards on security, which have been accepted by multiple Fortune 100 and 500 firms currently using our systems and services.

Tab 7 – Cost Proposal //

Provide the following information:

A. On Attachment A - Price Proposal Form, provide cost calculations for the annual license fee for the safety database system, daily rates for onsite inventory services, and other related services.

Response: See Attachment A – Price Proposal Form

B. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

Response: Note: historically, the SafeTec System subscription has been funded in advance of each year's subscription starting, based on a flat-rated fee for each department, independently. The Onsite Inventory efforts were funded in two installments: 50% up front and the remainder based on actual results at the time of completion. As such, the 10% clause above is new and will need to be discussed during contract negotiations.

Additionally, SafeTec would like to migrate away from fixed pricing for base system subscription, as it has been conducted in the previous agreements. Instead, we suggest that each year's subscription be funded based on the actual active and unique (M)SDS counts across the entire system. Historically, the count of SDS determined at the beginning of the contract determined the annual rate of the system. This was more applicable when there were three independent systems running in parallel, since most independent organizations tend to run a "steady-state" chemical count. With this RFP, the project will likely shrink and swell over the term, based on conducting onsite inventories at Austin Energy facilities (not conducted in year's past) and with the introduction of new locations being brought into the fold.

The pricing document refers to 4000 active and unique (M)SDS, but SafeTec's analysis indicates a combined total of 6500 active and unique (M)SDS when the systems are combined. This along with the addition of Transportation Data to the Scope of Work is represented in annual pricing we've provided in the Price Proposal Form. We are basing the annual subscription on 6500 active and unique (M)SDS, with a bump in the per document price from \$6 to \$6.50, annually. Our desire is to structure the subscription fee based on active and unique SDS count prior each year of the agreement being funded. This will allow for the price of the system to reflect the document count going up or down each year.

Tab 7 – Cost Proposal //

NOTE: Item numbers 4 and 5 only pertain to projects where SafeTec is obtaining new (M)SDS from the manufacturer, based on inventory data collected by either SafeTec or the City. For newly added SDS that are directly submitted to the system, there is no fee. For all documents added from the SafeTec Catalog that were not previously present in the City's collection, the \$6.50 per (M)SDS rate will apply. There was no placeholder for this variation, so we wanted to make sure the distinction was clear. This has been the approach applied for both Water and Fleet during the existing term of their agreements.

For the rest of the pricing details, please See Attachment A – Price Proposal Form

- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
- (1) Manager, senior consultant, analyst, subcontractor, etc.
 - (2) Estimated hours for each category of personnel
 - (3) Rate applied for each category of personnel
 - (4) Total cost

Response: Not Applicable

- ii. Itemize cost of supplies and materials

Response: See Attachment A – Price Proposal Form

- iii. Other itemized direct costs

Response: See Attachment A – Price Proposal Form

- iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.

Response: Not Applicable

- v. Travel expenses. All travel lodging 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:



Tab 7 – Cost Proposal //

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed 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.

Response: Confirmed. SafeTec will abide by the above listed travel expense requirements.

vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).

Response: Not Applicable. However, SafeTec will provide The City with a complete copy of the current SDS library at the conclusion of the contract period.

vii. Total cost schedule.

Response: See Attachment A – Price Proposal Form

Optional Cost Proposal

A. Additionally, provide itemized related services or products your company is offering and the associated prices and/or discounts offered to the City. Include the cost of labor, materials, supplies, and administrative overhead costs in the pricing/discount. Your organization's method of costing may or may not be used but shall be described. You may include additional price/discount lists or other supporting information with your Proposal.

Response: At present, the Scope of Work presented within this RFP represents nearly all of the core functionality and service offerings provided by SafeTec. There are two items not present in the SOW that are often very attractive to SafeTec Customers.

First, is the SafeTec Chemical Approval Workflow module. This area of our system is often paired with Onsite Inventory, to ensure that any newly purchased chemicals are routed through a customer-specific review process, ensuring that the SDS for the item has been added prior to purchase, ensuring that the documentation is present for OSHA HazCom purposes. This system is configured specifically for each unique customer, providing an opportunity to tailor a process around inbound chemical purchases, forcing submissions to provide salient data to allow EHS staff to vet, approve, reject, or inquire about new chemistry being added to their location. We provide this service in tiers,

Tab 7 – Cost Proposal //

and have priced the City's approach in our Level 2 offering, given the complexity of the organization. SafeTec is more than willing to demonstrate examples of this tool prior to award, if desired.

Second, is the SafeTec Connect API (access protocol interface). This toolset allows customers to expose the data within the SafeTec System with other systems, such as procurement. It is often utilized to sync users with SafeTec, sync quantitative data with SafeTec, or pass chemical data from SafeTec to other applications that handle more complex environmental reporting, but need information from the source SDS to be effective. This is not likely to be a need for the City, but SafeTec felt it prudent to inform the RFP of its existence. Our team works with the customer to establish an understanding of how SafeTec Connect's platform operates, allowing customer IT/Development staff to create simple tools to exchange data between the SafeTec System and downstream applications that either send or receive data through the platform. This API is what our Onsite Inventory application uses to exchange field data with the flagship SDS platform as well as our Tier II reporting system. As such, we can demonstrate its power for the City, as desired, prior to award.

See Attachment A – Price Proposal Form for specific pricing details on these two offerings.

B. The City recognizes that there may be opportunities for alternative pricing structures; therefore, alternate calculations and formulas are encouraged. You may submit an alternate calculation/formula that is mutually advantageous to the Offeror and City. Include the alternate calculation/formula and a brief explanation in this Tab for consideration. Alternate calculations/formulas should be submitted separately from the Cost Proposal Form provided. Alternate calculations/formulas.

Response: As previously mentioned, the estimated active/unique count of 4000 in this RFP is shy of the actual totals present in a combined, duplicate-free system. Our calculations indicate approximately 6500 active and unique SDS will be in the system, once all three locations have been combined. Additionally, we expect to see approximately 1-2000 additional active and unique SDS hitting the system as a result of accurate inventories being conducted at Austin Energy facilities along with newly added departments such as the airport, neighborhood housing, and the building services departments, respectively. That being said, this is only an estimate. Our annual fee provided in the pricing table is representative of the current, consolidated, active and unique SDS count from the Water, Energy, and Fleet Management groups, with an uplift in the per SDS price, based on the new requirement for capturing Transportation data from the source SDS.

Attachment A – Pricing Proposal //

Response: Please see below for SafeTec's completed version of the pricing proposal, Attachment A.

Attachment B – Purchasing Office Exceptions //

Response: Please see below for SafeTec's completed version of the Purchasing Office Exceptions, Attachment B.

ATTACHMENT B



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: JRD0315

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Justification:

Tab 9 – Proposal Acceptance Period //

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

Response: SafeTec accepts the proposed acceptance period of one hundred and eighty (180) calendar days as listed above.

Attachment B – Purchasing Office Exceptions //

Response: Please see below for SafeTec's completed version of the Purchasing Office Exceptions, Attachment B.

Exhibit A – Tab 2 Documentation //

Response: In Tab 2, SafeTec refers to Exhibit A, where all required documentation provided with this RFP has been completed. Please find all documents referenced in Tab 2 below.

1. The City has requested assistance for chemical inventory services to be performed at some of the City locations, do you acknowledge that any data generated from these services are owned by the City?
 - a. **Confirmed. All data captured by SafeTec on behalf of the City is owned by the City, including what is collected via Onsite Inventory.**
2. Can you describe in detail how your company provides backup electronic files for SDS? Do your file names contain manufacturer and product names to help aid in identification?
 - a. **We provide quarterly backups with all data, either electronically or via digital download. If digital download, we can deliver this data by department. The contents contain a quick search tool (to be used offline), along with all PDF SDS contained within, both active and archived. The quantitative and location level data captured during Onsite Inventory is backed up at SafeTec, along with all of our applications and data. Upon termination or request, this data can be provided to the City. It can also be exported directly from the SafeTec System at any time.**
 - b. **The tool we provide along with the backup allows the user to search by product name and manufacturer.**
 - c. **In addition to this embedded facet of our services, the SafeTec System's Basket Feature allows users to select all or some of their collection and batch download the entire library. This tool will add all SDS .PDFs from the search results into a .ZIP file which can be saved locally, unzipped, and accessed via a File Explorer tool. The filename on the PDF is**
3. Can you explain in detail if your company's system has the ability to provide the SDS's in the system for a set point in time in the past? Can your company maintain and provide inventory data and collection of SDS's for each year of the contract?
 - a. **Once an inventory cycle has been completed (set by facility: monthly, quarterly, annually), the data is saved for the period in which it was collected. Additionally, the Tier II report(s) run against these locations, once finalized, is stored, saved, and set to read-only. As for our actual system, we have the ability to restore the system/data back to a specific point in time, but it is only conducted in emergency situations, due to the labor involved. That said, SafeTec has performed restores of the database from a point in time when researching difficult issues with clients and/or internally.**
4. The City has established a competitive process of sourcing an SDS Management System for a fixed time period. At the end of the contract term, will you company commit to providing copies of each year's inventory data in a searchable spreadsheet (Microsoft Excel) and the entire collection of SDSs?
 - a. **Yes.**
5. Can you describe in detail your security measures related to how your software will prevent access to City inventory data by outside sources?

- a. Single Sign-On is the best way to ensure this. This looks at the user's credentials (typically from their login on a PC from the City's network, and maps their credentials to SafeTec. If the user's credentials match, they gain access to the level of user rights assigned to their corresponding SafeTec Account. The user rights levels are determined by the City and SafeTec, then applied to the user base. If a user (on or off the network) attempts to access the SafeTec system and their credentials do not match, they will be sent to the Right To Know Site, which does not require a login, does not allow for data edits, and does not display quantitative inventory data. This system can be stripped of whatever data the City does not want people accessing without proper credentials.
 - b. We can also apply Single-Socket Layer (SSL) encryption to the sites, ensuring that they cannot be accessed.
 - c. We separate all of our customers in the system with hardened code-based methods. As such, it is nearly impossible for City data to be migrated and exposed to other clients.
 - d. Lastly, we do not publish our customer website addresses to any Internet Search Engines, which prevents outside sources from finding your websites via a Google Search looking for "City of Austin MSDS or SDS". When running these searches, users will only find the sites if they've been publicly linked by the City. If, for some reason, the sites do get located, users will only be able to access the Right-to-Know site, due to Single Sign-On being applied.
6. Can you describe in detail how your company in provide project management expertise?
 - a. SafeTec's Project Management team is comprised of a group of employees with experience at more than one company, running projects. They all have collegiate educations, most of which deal with Management Information Systems, a degree path within most business schools. We appoint a single point of contact for each project, during implementation. This Project Manager handles the various facets of the implementation internally at SafeTec, acting as the conduit between the customer and our SDS Data Capture, SDS Refresh, SDS Acquisitions, System Development, System Testing, System Engineering, and Customer Service teams at SafeTec. The leadership of this team is a former Project Manager, Systems Engineer, and Onsite Inventory technician. This team is the hub of all that happens at SafeTec, comprising the deepest and richest understanding of all that happens within our company and with our customer base.

With the recent redesign of our Data Capture toolset, our delivery estimates have been increasing at an alarming rate, along with the quality of our data.
7. Can you describe in detail how your company can provide data conversion scripts, mapping, and customize programming to aid the City in chemical inventory reporting?
 - a. SafeTec's Systems Engineering team was created a few years back, to better handle this very need. Customers approach us with all shapes and sizes of data requests. We handle each scenario uniquely, borrowing from previous efforts along the way.

“Conversion Scripts” tend to imply a need to shuffle data around in the system, as compared to repeatable routine, such as a report.

- b. As for customized programming, a recent project a large public transportation system has resulted in some very impressive reporting tools, built in similar fashion to how our Tier II reporting module operates. SafeTec welcomes the opportunity to expand on existing reporting schemas, first with our Systems Engineering team’s assistance, to showcase the ability to collect and expose data in raw output formats, followed by project based development efforts to fold new reports into SafeTec’s Report Analysis Hub (RAH), which currently houses the Tier II system being used by Austin Water.**
 - c. Based on the inclusion of a group of development labor hours in the RFP, SafeTec fully expects to engage with the City on a scoped effort for more or improved reporting options. SafeTec aims to first, seek to understand the end desire. From there, we intend to build out the set of tools, configuration, and potentially new software to accomplish the desired outcome. Along the way, if we feel the answer already exists in the system today, we’ll be quick to assist and avoid any unnecessary new development efforts, where possible and practical.**
- 8. Can you provide in detail how your company's software system will be tested and configured to meet the needs of the City and our requirements?**
- a. Our QA department is comprised of two veterans in the Software QA space – they handle the load for testing any newly developed software here at SafeTec, along with the assistance of the Project Management, Systems Engineering, Systems Development, and Customer Service Teams. All new development efforts are funneled through our Product Development Team, led by another former Project Manager at SafeTec. This addition to our team has resulted in a drastic improvement of delivery estimate accuracy, timely deployment of deliverables, and software that gets into the hands of the client in a more efficient and accurate manner.**
 - b. After having merged with the Health and Safety Institute, SafeTec has broadened its access to Development resources, including additional staff at the QA, design, and management levels. We have already begun to experience substantial continued improvement of our already well-designed software processes, and expect that trend to continue gaining positive momentum.**
 - c. Given that SafeTec has yet to engage in a new software development effort with the City, we welcome the opportunity to showcase our existing and growing expertise in this arena, which we anticipate will be the case, given the group of Development hours placed in the RFP.**
- 9. Can you describe your process for providing onsite and web-based training, including requirements? Is the cost for these services included in the annual licensing fees?**
- a. We typically provide web-based training sessions via Webinar for new implementations and intend to do so with this contract, even though it’s not a new implementation. We are also committed to annual training in this same way, along**

with ad-hoc training sessions when new departments or divisions join the system. This approach is included in our annual fee structure.

- b. If the City would like to kick off the project with an in-person, onsite training session, SafeTec will do so at \$750 per day along with Travel and Expenses. For this Training, SafeTec will also ensure that the Account Management team is present, to ensure that the agreement and Statement of Work are being executed appropriately.

10. Can you describe in detail how your company acquires an SDS when it is not easily found through your normal process? (Reference Section 0500, Paragraph 3.1.13)

- a. We first attempt to acquire an SDS by touching base with the manufacturer directly, preferably via their company website. If no website directory exists, we reach out via phone. If no phone number can be found, we will reach out via email or mail.
- b. After the first attempt, if no document is acquired, we try twice more. If all three attempts result in no document, we flag the record accordingly. In most cases, the flag is similar to “Manufacturer Does Not Respond” or “Manufacturer No Longer in Business”. These records are no longer attempted once this status is applied.
- c. We are due to release a new toolset that better maps this data to the SDS record and provides better reporting for the client. Adding this data to the SDS will then allow for simple searching tools to isolate these records and work together to derive a plan for how to handle them, specifically with respect to getting an update.
- d. NOTE: In many cases, the word Acquisition means that we are starting with no existing (M)SDS and are working off of a list provided by the customer OR a list created by our Onsite Inventory Technicians after conducting an inventory at a given organization. This is quite different from our SDS Refresh services, which aim to update an existing (M)SDS with a newer version.
 - i. The data captured by the Onsite Inventory Technicians is not always enough to find the SDS. In some cases, we need to touch base with the customer and get more information from the container than what was captured during the inventory effort.
 - ii. SafeTec realizes this can cause frustration on behalf of the customer, potentially causing them to contact a location and ask for information about the product. The frustration this causes is real and SafeTec has been working to reduce the frequency of these events. Most of these situations result from unmarked containers that don’t provide the technician with enough data to pass along to the SDS Acquisitions team when seeking out an SDS based on the data they have collected. However, we have received customer feedback in situations where the records we asked for more data on or claimed we couldn’t source are found and or derived by the client. This was the case more than once with our inventory efforts at Austin Water.

iii. Improvements made to reduce the frequency of “New Records” that result from Inventory are no more clearly seen than in looking at the inventory efforts conducted for Austin Water since 2013.

1. 2013 – Number of “New Records” was 1923. We did not have our Catalog yet connected to the Inventory System, and this kind of situation became overly prevalent.
2. 2014 – In addition to now having a better, more solid inventory at AW, the system was integrated with SafeTec’s Catalog, drastically reducing the number of “New Records” encountered in all inventory efforts.
 - a. For this effort, 264 “New Records” were created.
3. 2015 – Continuing the downward trend, this year saw 206 “New Records” created.
4. 2016 – During the inventory effort for this last year, 110 “New Records” were created.

iv. We feel that the addition of the Catalog to our inventory tool has the most impact on the effort associated with collecting an SDS based on field data, otherwise known as SDS Acquisitions. With that improvement in place, we’ve begun a series of adjustments and improvements to our Onsite Inventory tools, helping our technicians collect more data about a given product, reducing the amount of legwork we have to put back on the customer after conducting an inventory at their locations.


- e. Where we do have records that can not be acquired due to missing data, we’ve developed a Customer Follow-Up interface that more seamlessly allows one or many location representatives to supply us with either the missing data or the (M)SDS if they’ve sourced it on their own.
- f. Our hope is that through improved tools, methods, and collaboration with our clientele, we can more effectively tackle the SDS Acquisition projects that result from Onsite Inventory or from new locations that wish to have us create their library from a list, devoid of existing SDS documents.


11. Can you confirm if your company can provide a spreadsheet of the City's inventory data within one week of request? (Reference Section 0500, Paragraph 3.1.16)

- a. In short, the answer to this question is Yes. That being said, SafeTec always strives to generate inventory reports within a week of the inventory being completed, but there are circumstances that cause delays in getting this data post-inventory. The Inventory and SDS systems are synced together as a function of the technology we use, and on occasion, we run into sync issues. Although rare, these events are almost always the driver for delays in getting these reports generated. SafeTec will work with the City to draft a one-week delivery clause in the final agreement, provided it carries some form of caveat to protect us against the will of technology. We also want to ensure that we’ve generated good language around when that week begins. Apart from these caveats, the request and requirement are reasonable and we will work together to accomplish the terms around it at the time of contracting.

12. Can you describe or provide an example how your company will provide and organize inventory data by department and facility/sub-location?

- a. First, The SafeTec System associates SDS to one or more location (aka Facility). For each location association, one or more quantitative instances can be assigned.
 - i. For example, WD-40 is assigned to Austin Water locations A, B, and C.
 - ii. For each location, there can be up to 5 sub-locations.
 - 1. Location A > Floor 1 > Room 2 > Cabinet 3 > Shelf 4 > Bin 5
 - a. At Location A > Floor 1, the system can show that a Quantity = 42, Unit of Measure = 12 Ounces, Container Type = Can exists.
 - b. At Location A > Floor 1 > Room 2, the system can show that a Quantity = 10, Unit of Measure = 12 Ounces, Container Type = Can exists.
 - iii. At present, the first level in this hierarchy needs to be the reportable address for Tier II. The quantitative data rollout heads to this node of the location tree.
- b. Above the Facility level, the system can break down groups of Facilities by the Division or Department they belong to. This is expressed in our system as a "Division", but can be renamed to match whatever organizational nomenclature looks like for a given customer.
- c. For CoA, the divisions might be Water, Energy, and Fleet Management. This would look like so in a combined system, focusing on our previous example for Austin Water.
 - i. Austin Water > Location A > Floor 1 > Room 2 > Cabinet 3 > Shelf 4 > Bin 5
 - ii. When users filter on Austin Water, they will only see locations that live under that Division.
 - iii. This process would be repeated for the other departments across the city. We would expect to continue this trend when other departments join the system, where necessary.
 - iv. We suggest that once the Division>Facility organization structure is created, it be continued even when newly added Divisions only have one Facility.
 - 1. For example, there may only be one Facility at the Airport (not likely), but we would still want that Facility to be lumped under the Airport Division, to keep the hierarchy intact across the system, not allowing an orphaned Facility to exist without a Division to belong to.
- d. See the screenshot below for the City of Portland, who is using a single system to manage two departments: the Water Bureau and the Maintenance Bureau. We are showing how the list of facilities differs when a given Division has been selected:

SDS Quick Search		SDS Advanced Search	
 Search			
Product Name	<input type="text"/>		
Manufacturer	<input type="text"/>		
SDS Number	<input type="text"/>		
Facility Division	Maintenance ▼		
Facility	<input type="text"/>		
Department	<div>55 Paving</div> <div>56 Structures</div> <div>62 St. Cleaning</div> <div>66, 67, 68 Enviro. Sys.</div> <div>72 Traffic</div> <div>73 Traffic Electric</div> <div>75 Sidewalk Rep.</div> <div>81 Fuel Truck</div> <div>84 Purchasing & Stores</div> <div>85 Pump Room</div> <div>86 Office</div> <div>Bureau of Maintenance</div>		
Active / Archived Status			
Chemical Name			
Ingredient CAS Number			
Search All Regulations			
Search			
Regulation	<input type="text"/>		

SDS Quick Search		SDS Advanced Search	
 Search			
Product Name	<input type="text"/>		
Manufacturer	<input type="text"/>		
SDS Number	<input type="text"/>		
Facility Division	Water Bureau ▼		
Facility	<input type="text"/>		
Department	<div>Ground Water Pump Station</div> <div>Hazelwood</div> <div>Headworks</div> <div>Interstate</div> <div>Lusted Hill</div> <div>Mt Tabor Pump Station</div> <div>Paint Shop</div> <div>Powell Valley Shop</div> <div>Sandy River</div> <div>Washington Park Pump Station</div> <div>Water Bureau</div> <div>WB-CD</div>		
Active / Archived Status			
Chemical Name			
Ingredient CAS Number			
Search All Regulations			
Search			
Regulation	<input type="text"/>		

13. Can you confirm if your company's telephone support is provided by your company's personnel, or if it is provided by an outside source? If it is provided by an outside source, can you please identify your provider?

- a. **Our Telephone Support is provided by our company. In January of 2016, SafeTec was acquired by The Health and Safety Institute (HSI), a Learning Management System provider and content creator. We have retained our name and operate largely independently, but have access to the entire employee base of HSI. This has recently been applied to our telephone support, which now routes through the HSI phone tree, providing three offices of personnel for support. We're excited to increase our support network for our customer base, only the first of many aspects of the SafeTec Brand that are lifted by our recent merger.**

14. Can you describe in detail how your company will provide SDS information or access to local Fire departments?

- a. **SafeTec has several clients that expose their Right-to-Know sites to the local fire department. Because they are configured in read-only fashion and can be accessed by phones and tablets, they operate as a perfect method of giving outside resources access to the City's SDS library. We have also created "Customer Facing" instances of the SafeTec System, with even less data provided, for customers of some of our clients. This third website is extremely easy for our teams to build and deploy. Lastly, SafeTec can also "schedule" a report to be sent to local authorities if desired. Depending the depth, complexity, and combination of approaches the City elects to deploy this, the effort would either be provided at no charge or pulled from the block of hours provided at our rate of \$180/hr, per the RFP response. Regardless of the desired approach, SafeTec will assist the City with methods of exposing SDS data to the local authorities and is confident an agreed-upon approach can be accommodated.**

15. TIER II Reports typically require additional information that is provided by the City, can you explain how you plan to work with the City to secure this additional information to produce a complete download into the TIER system? How is this accomplished?

- a. **The data needed from the City for Tier II reporting falls into two categories, broken down below.**
 - i. **Report Header information. The Tier II report has a series of data points that are required for each reporting facility. This includes emergency contacts, latitude/longitude, and other facility specific information. This is only required the first time a facility runs and files a report. From there on out, the system carries it forward for each reporting year. That being said, we suggest locations review this data each year before filing, to ensure that it has not changed from the last time the report was filed.**
 - ii. **Systematic Data: each year, our Onsite Inventory service visits a facility for a very small window of the year. They capture what is on hand at that time. In**

most organizations, this may not be a true depiction of the max-on-hand amount of a given product.

1. As such, we suggest that our clients review the quantities collected during the inventory and spot check historical purchasing history for items that are known to be historical reportables or are present in bulk quantities throughout the year. In these cases, clients often adjust the quantities created via Onsite Inventory to more accurately reflect the max-on-hand value of a given reporting cycle.
 2. Additionally, our Tier II reporting toolset highlights SDS records that are missing data, most often due to the lack of information on the source SDS. In some cases, customers are able to source this missing data, and supply it to the system. This can be something like a missing Specific Gravity element on a single SDS. The client calls the manufacturer, acquires the actual data, inputs that data back into the SafeTec System, allowing for the tool to properly convert a liquid inventory entry into the desired common format of pounds.
- b. The answer to “How is this accomplished” is ultimately driven by the facilities we’re doing reports for, and the data that is either missing, inaccurate, or needing to be populated.
- i. For location data, we can assist by providing a template to the City, and then importing the results collected on behalf of the users.
 - ii. For Systematic Data, SafeTec can assist with collecting the missing elements, exposing them back to the client in a spreadsheet, and once populated, importing them back in.
 - iii. To better solve how to assist with this process, it seems worthy of a meeting between our organizations to formalize a Standard Operating Procedure for this process so it can be repeated annually and passed on when personnel on both sides transitions.
 - iv. SafeTec understands the importance of this reporting methodology and wants to work with the City to get it into a smooth state.

16. Can you describe in detail how your software can generate chemical inventory reports?
(Reference Section 0500, Paragraph 3.3.1)

- a. At present, SafeTec provides an output from our system as needed, mostly for Austin Water, which automates an export of qualifying SDS records and a set of metadata for each, based on the screenshot below from the Austin Fire Department. Per our last discussion on this report, SafeTec understood the need to be every three years for all facilities, with the exception of Laboratory Services, which needed the report annually.
- b. This reporting requirement is currently delivered by running a query directly against the backend of the SafeTec System, and has not been developed into the SafeTec System. In 2015, a proposal was provided to build this report into the system for end users to generate, but funding at that time was not approved.
- c. With the bucket of hours presented in the RFP, SafeTec can re-engage with the City to a.) develop this report into the SafeTec System permanently and b.) determine what changes may impact this report going forward, when NFPA/HMIS values disappear

from the modern (M)SDS in lieu of GHS data. SafeTec expects the presence of NFPA to continue to dwindle, as manufacturers continue to work on updating their MSDS to SDS, shying away from NFPA in favor of the classification standards now adopted via GHS.

- d. In any circumstance, SafeTec is prepared to implement this reporting output into the system, continue producing its output on an as-needed basis, a combination of the two, AND an evaluation of what the future has in store for this reporting requirement and others that operate similarly.

B. HAZARDOUS MATERIALS INVENTORY STATEMENT (ABOVEGROUND) - Provide a listing of hazardous materials stored or used aboveground in aggregate quantities greater than that required for reporting by International Fire Code Section 4.108. The aggregate reportable quantities are:

	EXTREME HAZARD NFPA 704 RATING= 4*	HIGH HAZARD NFPA 704 RATING= 3*	MODERATE HAZARD NFPA 704 RATING= 2*
HEALTH (H)	0.35 OZ. OR 0.3 FL.OZ.	10 LBS. OR 1 GAL.	110 LBS. OR 55 GAL.
FLAMMABILITY (F)	0.5 LBS. OR 5 GALLONS	12 LBS. OR 10 GALLONS	60 LBS. OR 120 GALLONS
REACTIVITY (R)	0.35 OZ. OR 0.3 FL.OZ.	10 LBS. OR 1 GAL.	110 LBS. OR 55 GAL.

* See the description of Hazard Ratings in B.5. below.

NOTE 1: Compressed and Liquefied GASES-100 cu. ft. or greater at NTP (70 degrees F and 1 atm) must be reported.

NOTE 2: Underground storage of flammable and combustible liquids must be reported separately to the City of Austin Watershed Protection Department.

NOTE 3: Maintenance quantities for swimming pools and outdoor generator fuel are allowed in greater amounts. Contact AFD for specifics.

The aboveground inventory must include reportable quantities at the site both indoors and outside. Aboveground storage exceeding the above quantities must be reported to the Austin Fire Department on the attached inventory form or one similar in appearance. The AFD Hazardous Material Inventory Statement must include the following as shown on the attached form:

1. **LOCATION** - Enter the storage/use location name or code (from the FACILITY STORAGE MAP) in the Location column for each material reported. Hazardous materials reported may be grouped together by building, room, etc.
2. **CHEMICAL/PRODUCT NAME** - Enter the product, commodity, or trade name for mixtures. Enter the common name of pure chemicals. These should be entered in the Chemical/Product Name column. Waste materials should be reported by product name with the designation "waste" afterward. Waste product must be reported but will not be included in the fee calculation.
3. **MAXIMUM QUANTITY STORED** - Enter the maximum amount stored at any one time for each of the materials reported in the Maximum Quantity Stored column. The aggregate quantity on-site should be reported for each hazard class (i.e. Health, Fire, and/or Reactivity). Aggregate quantities in each hazard class may be organized by building, room, etc.
4. **UNITS** - Enter the units corresponding to the quantities reported. There are only three units of quantity that will be accepted. Liquids must be reported in "GALLONS". Compressed and liquefied gases must be reported in "Cubic Feet" at normal temperature and pressure (Cryogenic fluids may be reported in gallons). Solids must be reported in "Pounds". Many product quantities require conversion from another unit, if difficulty is encountered in determining equal units, call the AFD Engineering Services for assistance.
5. **HAZARD RATING** - Enter the numerical hazard rating for each of the products reported in the column marked "H" for health hazard, "F" for flammability hazard, and "R" for reactivity hazard. Except for compressed oxygen, only materials with a 2, 3, or 4 in any hazard class should be reported. These ratings are determined using criteria outlined in NFPA Standard No. 704. The ratings range from "0" for little hazard, to "4" for extreme hazard and are assigned for health, flammability, and reactivity. Many products will have ratings in two or more hazard categories. These ratings sometimes can be found on the Material Safety Data Sheet (MSDS) for each product. If no

17. For systems that encompass the size and scope of the City, do you anticipate having multiple company support personnel to manage the City's needs to meet our reporting requirements?

- a. Yes. While everything that happens for the City will be funneled through our Account Manager/Project Manager model, the underlying group that makes this project a reality includes a lead member of the Operations, Onsite Inventory, Systems Engineering, and Development departments will be taking part in making the Statement of Work we define come to life. This is applicable to the implementation as well as the ongoing subscription, which annually includes an Onsite Inventory effort and Tier II project. These projects will be run by our Account/Project Management team. Upon successful completion on an annual basis, the subscription will revert to Maintenance status, where all calls and inquiries are funneled through our Customer Support team and escalated to Account Management. This escalation either results in resolution of issues or the generation of a new project, which again will bring the City's Project Manager back into play. Depending on the complexity of a given

project, the Project Manager assigned may be adjusted, based on availability, area of expertise, or a combination of both.

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

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of APRIL, 2017

CONTRACTOR

Authorized
Signature

Title

SafeTec Compliance Systems
Ray E. Hilde
VP Operations & Technology

EXHIBIT D
CITY OF AUSTIN, TEXAS
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

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

Dated this 4/26/17 day of _____, _____

CONTRACTOR

Authorized Signature

Title

SafeTec Compliance Systems
Ray E. Hicks
VP Operations & Anthony

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Joshua Pace 512-974-3127	PM Name/Phone	PM Name/Phone
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Lupe Cruz
Solicitation No	RFP JRD0315	Project Name	Chemical Inventories and SDS Management System
Contract Amount	\$100,000 per year \$500,000 total contract amount	Ad Date (if applicable)	10/17/16

Procurement Type

- | | | |
|--|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The City of Austin (City), seeks proposals from qualified Contractors experienced in providing chemical inventories, web-based Safety Data Sheet (SDS) management systems and services. SDSs are required for all chemical products by OSHA regulations.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

RFPs were used for APD (RFP DKC0028) and AW (RFP STA0011). No goals were previously assigned.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

2501837, Data Sheets - 5%
 92002, Access Services, Data - 50%
 94655, Inventory Services - 45%

Joshua Pace 9/26/2016

Buyer Confirmation **Date**

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	9/27/2016	Date Assigned to BDC	9/29/2016
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In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic

GOAL DETERMINATION REQUEST FORM

	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 6 MBE and 2 WBE firms that could bid as Prime.

Subcontracting Opportunities Identified

There are no subcontracting opportunities. All scopes would be performed by Prime contractor.

Jessica Oberermbt

SMBR Staff

[Signature]

Signature/ Date

09/29/16

SMBR Director or Designee

[Signature]

Date

9/29/16

Returned to/ Date: