

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Communication By Hand LLC ("Contractor")
for
Sign Language Interpretation Services
MA 5800 NA170000161**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Communication by Hand LLC having offices at 1802 W Keonig Lane, Austin, TX 78756 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ EAD050117.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Quotation (RFQ), EAD050117 including all documents incorporated by reference
- 1.1.3 Communication By Hand LLC's Offer, dated 5/4/17, including subsequent clarifications

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

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

1.3 Term of Contract. The Contract shall be in effect for 12-months, or until the City puts a replacement contract in place, or spends \$50,000, whichever occurs first.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$50,000. 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

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.

COMMUNICATION BY HAND

CITY OF AUSTIN

Detia Mott Merritt
Printed Name of Authorized Person

Erin D'Vincent
Printed Name of Authorized Person


Signature


Signature

CEO
Title:

Procurement Specialist IV
Title:

May 22, 2017
Date:

5-23-17
Date:

BID SHEET
CITY OF AUSTIN
REQUEST FOR QUOTE
SIGN LANGUAGE INTERPRETATION SERVICES: EAD050117

*see our
expanded
pricing sheet*

Bidders shall submit prices on this form, Section 0600, Bid Sheet.

The bid price shall be the invoiced price and include all services, per diem, transportation, insurance, background check(s) and all other applicable fees in your unit price. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Bidders shall bid on all line items in order to be considered for award.

The City will take all of the rates listed on lines 1-30 in Section 0600 Bid Sheet and average them. Contract will be awarded to the lowest average hourly rate. Only the rates on lines 1-30 in Section 0600 Bid Sheet will be used for the average. Rates supplied that are not on the bid sheet will not be used to calculate the average hourly rate. However, rates will be paid at the rate listed in Section 0600 Bid Sheet. If you wish to provide additional services and rates, attach the information behind Section 0600 Bid Sheet.

DAYTIME RATES, DEFINED AS MONDAY - FRIDAY, 7:00 AM - 7:00 PM CENTRAL TIME

Item Number	Service Type:	LEVEL	HOURLY RATE
1	Pre-Scheduled Appointments	Level I	\$58.00
2	On-Call Services	Level I	\$58.00
3	Emergency Services	Level I	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL II			
4	Pre-Scheduled Appointments	Level II	\$58.00
5	On-Call Services	Level II	\$58.00
6	Emergency Services	Level II	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL III			
7	Pre-Scheduled Appointments	Level III	\$58.00
8	On-Call Services	Level III	\$58.00
9	Emergency Services	Level III	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL IV			
10	Pre-Scheduled Appointments	Level IV	\$58.00

11	On-Call Services	Level IV	\$58.00
12	Emergency Services	Level IV	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL V			
13	Pre-Scheduled Appointments	Level V	\$58.00
14	On-Call Services	Level V	\$58.00
15	Emergency Services	Level V	\$90- only if called in after 5p & needed asap otherwise \$58
AFTER HOURS RATES, DEFINED AS 7:00 PM - 7:00 AM, NIGHTS, WEEKENDS, AND HOLIDAY'S			
Item Number	Service Type:	LEVEL	HOURLY RATE
16	Pre-Scheduled Appointments	Level I	\$80.00
17	On-Call Services	Level I	\$90.00
18	Emergency Services	Level I	\$90.00
LEVEL II			
19	Pre-Scheduled Appointments	Level II	\$80.00
20	On-Call Services	Level II	\$90.00
21	Emergency Services	Level II	\$90.00
LEVEL III			
22	Pre-Scheduled Appointments	Level III	\$80.00
23	On-Call Services	Level III	\$90.00
24	Emergency Services	Level III	\$90.00
LEVEL IV			
25	Pre-Scheduled Appointments	Level IV	\$80.00
26	On-Call Services	Level IV	\$90.00
27	Emergency Services	Level IV	\$90.00
LEVEL V			

28	Pre-Scheduled Appointments	Level V	\$80.00
29	On-Call Services	Level V	\$90.00
30	Emergency Services	Level V	\$90.00
FOR INFORMATIONAL PURPOSES. NOT TO BE USED IN DETERMINING AWARD. MISCELLANEOUS FEES - THESE MUST BE A FLAT RATE AND NOT BASED ON DIFFERENT SCENARIOS. IF YOU DO NOT CHARGE THESE FEES, WRITE N/A. THESE FEES ARE NOT CALCULATED INTO THE HOURLY AVERAGE			
Item Number	Service Type:		UNIT PRICE
31	Cancellation Fee		\$58/\$80/\$90
32	Administrative Fee		\$58/\$80/\$90



COMMUNICATION by HAND

Local • Experienced • Woman Owned

Exceptional Sign Language Interpreting Services

RFQ EAD050117

Sign Language Interpreting Services

Bid Deadline: 12:00pm, 05/05/17

Email to: erin.dvincent@austintexas.gov

EXPANDED PRICING STRUCTURE – would not fit on the bid sheet provided.

Non-court:

\$58/HR DAY RATE Mon-Fri 7a-7pm

\$80/HR EVENING RATE Mon-Fri 7p-Midnight

\$80/HR WEEKEND RATE Sat & Sun 7a-Midnight

\$90/HR NIGHT RATE – Mon-Sun Midnight-7a

\$90/hr Urgent (Emergency) after-hours & holidays:

Urgent/Emergency after-hours are M-F 5p-7a and 24hrs on Sat/Sun/Holidays for requests that cannot wait till the next business day.

Specialty Skills add \$15/hr to our quoted rates: Interpreters providing tactile or tri-lingual (Spanish, ASL, English) services charge a differential rate for these specialized skills.

Section 3.6.3 Court Interpreting Services- double the non-court rates listed above: Court Certified

Interpreters are required for all requests within presence of a Judge, court ordered, Miranda Warnings, police interrogations, where interpreter will be sworn in and/or recorded. Court Interpreters will be assigned upon agreement between CbH and CoA staff. Please follow link to Texas Government Code Chapter 57: Court Interpreters. <http://law.justia.com/codes/texas/2005/gv/002.00.000057.00.html>

Video Remote Interpreting Rates – see next page

Please note, we follow industry standards established by certified ASL interpreters to acquire the best interpreters possible:

2hr minimum for all requests – this includes 1 hour of interpreting services and 30 min travel front and back – or admin time as referenced in **Section 4.5** (Austin Metro area). All requests exceeding an hour are billed in 30min increments then the 30min travel front and back is added. For example, if 1.5 hours is needed, the final bill will be 2.5hrs to include travel.

Section 4.2.4 Cancellation policy: 24hour advance notice (to be received during standard business hours Monday- Friday 8a-5p) is required to cancel all interpreting requests to avoid billing. Requests cancelled with less than 24hour notice will be billed (at the rate reserved) for the full scheduled time or the 2hr minimum, whichever is greater.

No Shows/Cancel upon arrival: If, upon interpreter arrival, the deaf participant is a “no-show” or for any reason the assignment is cancelled, the full time scheduled is billed plus the beginning travel of 30 minutes (but NOT the end travel. If it is less than 2hrs – the 2hr minimum will apply. *CbH does not bill the end travel for any assignments exceeding the 2hr minimum and ending 30 min or earlier. This is exclusive to us and meets our goal of helping our customers save money on interpreting services wherever possible.*

Section 4.4 Team interpreters: To prevent a career ending injury, most assignments lasting over 1 hour will require 2 interpreters. The interpreters will switch every 20-30 minutes and provide backup to each other. City of Austin and CbH shall mutually determine the need for a team of 2 or more interpreters. Rate is per interpreter.

Last minute requests are welcome at any time.

Urgent rate applies only to requests that are received after hours and cannot wait until the next business day.



RFQ EAD050117
Sign Language Interpreting Services
Bid Deadline: 12:00pm, 05/05/17
Email to: erin.dvincent@austintexas.gov

Terms, Rates & Policies (non-court)

CbH DOES NOT WORK ON A CONTINGENCY BASIS. PAYMENT IS DUE AND PAYABLE WITH IN 30 DAYS OF RECEIPT OF INVOICE.

Tri-lingual interpreter services (Spanish, English, ASL), please add \$1.00 per minute to rates below.

"DAY" Mon-Fri 7am-7pm urgent or scheduled:	\$2.00/minute
"EVENING" Mon-Fri 7pm-Midnight (pre-scheduled):	\$2.75/minute
"WKEND" Saturday & Sunday 7am-Mid (pre-scheduled):	\$2.75/minute

Urgent, Holidays & "3rd shift"

<u>Sunday thru Saturday Mid –7a (prescheduled):</u>	\$3.50/minute
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\$50 late fee added to all invoices not paid within 30 days.

1. **30-minute minimum:** VRI Interpreters bill for their services based on a 30minute minimum. After the first 30 minutes, services are calculated by each additional minute used.
2. **Calculation of Minutes:** Billing minutes are based on the total minute calculation upon ending video call via Facetime or Skype.
3. **Cancellations:** When less than 24hrs (business hours) notice of cancellation is given, the scheduled & committed time/30minute min (whichever is greater) will be billed in full. THIS APPLIES TO CANCELLATIONS FOR ANY REASON – whether the Deaf calls to cancel/reschedule or it is due to an office reason. Cancellations received during business hours (Mon-Fri 8a-5p) with more than 24hrs notice will not be billed. This is an industry standard
4. **No shows:** If your representative or the deaf consumer fails to log in for the assignment, the full scheduled time or the 30minute minimum (whichever is greater), will be billed at the scheduled rate.
5. **Team interpreters:** To prevent a career ending injury, most assignments lasting over 1 hour will require 2 interpreters. The interpreters will switch every 20-30 minutes and provide backup to each other. The parties involved shall mutually determine the need for a team of 2 or more interpreters. If mutual agreement cannot be made concerning the number of interpreters needed, no services will be provided. RATE ABOVE IS PER INTERPRETER. This, too, is an industry standard.
6. **Holidays:** January 1st, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Black Friday, Christmas Day will be billed at holiday rates.

If you have any questions regarding CbH policies, please call us – we're here for you!
PO Box 9064 Austin TX 78766 512-467-1917ofc 512-227-4343call/text urgent



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: RFQ EAD050117

COMMODITY/SERVICE DESCRIPTION: Sign Language Services

DATE ISSUED: May 1, 2017

COMMODITY CODE: 96146

QUOTE DUE PRIOR TO: May 5, 2017, 12:00 PM Central Time

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

Erin D'Vincent

Procurement Specialist IV

Phone: (512) 974-3070

E-Mail: erin.dvincent@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:
E-MAIL: erin.dvincent@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****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	4
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and submitted with Offer	3
0700	REFERENCE SHEET – Complete and submit	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and submit	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

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

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

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



COMMUNICATION by HAND

Local • Experienced • Woman Owned

Exceptional Sign Language Interpreting Services

TX HUB Certified

P.O. Box 9064 Austin TX 78766 512-467-1917

City of Austin

RFQ EAD050117

Sign Language Interpreting Services

Bid Deadline: 12:00pm, 05/05/17

Email to: erin.dvincent@austintexas.gov

Thank you for the opportunity to provide City of Austin, their Deaf and Hard of Hearing citizens and staff with an exceptional interpreting experience.

We have been in business 24years and take joy in our daily work.

We are passionate about equal access for the Deaf community and great customer service to businesses needing our services.

Should you have any questions about our quote, please feel free to contact Delia Mott Merritt, CEO, at any time.

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: Communication by Hand, LLC

Company Address: 1802 W. Koenig Ln.

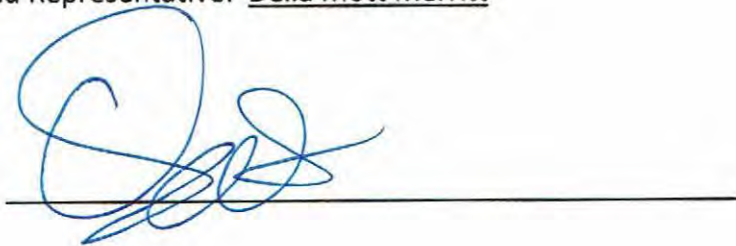
City, State, Zip: Austin, TX 78756

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Delia Mott Merritt

Title: CEO

Signature of Officer or Authorized Representative:



Date: May 4, 2017

Email Address: Delia@cbhand.com

Phone Number: 512-467-1917 office, 512-227-4343 mobile (text or call)

*** Completed Bid Sheet, section 0600 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

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

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made 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>

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

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. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. 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 whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - 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 requested by the City
 - 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.

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

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.

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

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.
 - 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

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

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.
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.

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

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.
 - 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 OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

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

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.
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.

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

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 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.

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

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
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

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

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:

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

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

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

- 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".

**5CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than 2:00 PM, Wednesday, May 3rd.

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

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

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

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

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

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

**5CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - 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 12-months, or until the City puts a replacement contract in place, or spends \$50,000, whichever occurs first.
4. **QUANTITIES:** The quantities listed herein are estimates for 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 or the address indicated on the delivery order:

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

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable

**5CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767
Email Address	APDAccountsPayable@ausps.org

- 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.
- 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. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

**5CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
8. **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:

David Ondich / Lee Nguyen

512-974-3256 / 512-974-1897

David.Ondich@austintexas.gov / Lee.Nguyen@austintexas.gov

Scope of Work

Request For Quote EAD050117

Sign Language Interpretation Services

1.0 PURPOSE

The City of Austin ("City") seeks Contractors to provide sign language interpretation services for various City departments.

2.0 BACKGROUND INFORMATION

The City currently utilizes sign language interpretation services for City employees who are deaf to receive equal access to communications for their jobs, training, performance reviews, and other circumstances, to citizens and participants in City programs requesting sign language interpretation services to participate in activities, meetings, hearings, or other City sponsored events, and for the Austin Police Department responding to calls needing sign language interpretation services.

This contract will be awarded for \$50,000 and will be used as an interim contract until a long term contract is in effect. Upon execution of the long term contract, this contract will no longer be used. Contractor is not guaranteed the City will order \$50,000 in services. The \$50,000 is simply a not-to-exceed amount.

3.0 CONTRACTOR MINIMUM QUALIFICATIONS

3.1. The Contractor's sign language interpreters shall be:

3.1.1. Certified by the State of Texas Department of Health and Human Services, Office for the Deaf and Hard of Hearing Services ("DHHS").

Reference: <http://legacy.hhsc.state.tx.us/dhhs/bei.shtml>

3.1.2. and/or by the National Registry of Interpreters for the Deaf.

Reference: <http://rid.org/rid-certification-overview/>

3.1.3. Have a Service Level of 3 or above as required by the DHHS. Go to <http://legacy.hhsc.state.tx.us/dhhs/beilvls.shtml> for more information.

3.1.4. Certified with BEI Court Interpreter Certification (CIC) or RID SC:L in Criminal or Civil Court proceedings.

3.1.5. Have up to an I category certified interpreter either on staff or contracted: BEI Level CIC RID Level SC:L and NIC Master are the equivalent acceptable certification levels.

3.2. The Contractor shall have the ability to ensure interpreter compliance and provide a mechanism for the City to check compliance/ and certifications for contracted interpreters.

3.3. The Contractor shall have provided sign language interpretation services that meet the City's performance requirements continuously for a minimum of one year.

3.4. The Contractor shall have access to and utilize telecommunications including telecommunications devices for the deaf and teletypewriters ("TTY/TDD"), video relay service ("VRS"), email, internet, and any other communication methods requested by the City.

3.5. The Contractor shall have on staff a minimum of one Level III or better interpreter that can make proper needs-based assignments of services during office hours.

3.6. The Contractor shall provide sign language interpreter services for the Deaf or Hard of Hearing upon the request of any City employee, including Police Officers.

The following is a list of examples of these services:

Scope of Work
Request For Quote EAD050117
Sign Language Interpretation Services

3.6.1. Category A & B: Youth sports games

3.6.2. Category C-H: City Meetings, Intake Meetings for complaints and inquiries regarding city services, City Boards and Commissions Meetings, Vendor meetings and employee staff meetings for employee accommodations, classes offered by the City for the public, medical appointment(s). Interpreter category level sent based on complexity of communication needed.

3.6.3. Category I: Legal proceedings in Court.

3.7. The Contractor's facility(ies) shall be Americans with Disabilities Act ("ADA") accessible or the Contractor shall be able to offer service in an accessible manner.

3.8. The Contractor shall comply with the DHHS Principles of Ethical Behavior. Violations of this may result in termination of the contract.

4.0 CONTRACTOR PERFORMANCE REQUIREMENTS

4.1. The City is defining daytime hours as Monday through Friday, 7 AM to 7 PM, Central Time. After hours are defined at any hours other than daytime hours previously listed.

4.2. The Contractor shall maintain a system to provide interpreter services on a twenty-four (24) hour, seven (7) days a week basis (holidays included), to meet the following requirements:

4.2.1. Pre-Scheduled Appointments - The City will request pre-scheduled interpreter services between three days in advance and no less than one hour in advance. The City will provide the time, date, location, and nature of the interpreting assignment to the Contractor when services are requested. These assignments may include but are not limited to the following; Mayor's Committee for People with Disabilities meetings, employment and discrimination complaint interviews, staff meetings, trainings, seminars, customer service functions and public meetings. In some requested instances an interpreter may be required to provide service even though there are no deaf individuals in attendance. The City shall approve a substitute level and any services that may extend beyond eight (8) hours.

4.2.2. On-Call Services - The City will require on-call services for walk-in clients or emergency service for the Austin Police Department, as well as on-call service for the City including, but not limited to: walk-in clients, pre-scheduled appointments, meetings, trainings, and public meetings/hearings. The Contractor shall assign and dispatch an interpreter who shall arrive within an hour of request for interpreter services or coordinate a time frame with the City so that services are provided in an acceptable, timely manner.

4.2.3. Emergency Services – within one (1) hour window.

4.2.4. Cancellation Notices - There shall be no cancellation charges for assignments cancelled by the City at least 24 hours in advance. For assignments cancelled by the City with less than 24 hour notice, the City will pay for the actual hours scheduled. For client no-shows, the City will pay for the actual hours scheduled plus one hour of administrative time.

4.3. The Contractor shall keep any information confidential pertaining to medical care and treatment provided to patients and any information pertaining to legal or criminal matters.

Scope of Work
Request For Quote EAD050117
Sign Language Interpretation Services

- 4.4. The City may require more than one interpreter for meetings or events requiring an hour or more of continuous interpreting.
- 4.5. Administrative Fee - For each requested service, the Contractor may charge up to a one hour administrative fee for provider coordination, travel to/from the site, and first part of service provision.
- 4.6. Contractor and/or Contractor's employees performing services hereunder are not considered an agent or employee of the City. Accordingly, Contractor and/or Contractor's employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident, and health insurance, or severance pay upon termination of the contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor and/or Contractor's employees as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and/or Contractor's employees.

5.0 MISCELLANEOUS INFORMATION

- 5.1 The City will accept additional services and rates not listed in Section 0600 Bid Sheet, however, these services and rates will not be used to calculate the average hourly rate and may or may not be used by the City. If you wish to supply additional service and rates, they cannot conflict with pricing listed on lines 1 – 30 in Section 0600 Bid Sheet. Pricing on lines 1 – 30 will prevail.



COMMUNICATION by HAND

Local • Experienced • Woman Owned

Exceptional Sign Language Interpreting Services

RFQ EAD050117

Sign Language Interpreting Services

Bid Deadline: 12:00pm, 05/05/17

Email to: erin.dvincent@austintexas.gov

OUR BACKGROUND & QUALIFICATIONS

Communication by Hand, LLC TAX ID#: 46-1814240

PO Box 9064 Austin TX 78766 or 1802 W. Koenig Ln. Austin TX 78756

TELEPHONE: 24HRS 512-467-1917 ofc, 512-419-1061 fax, 512-227-4343 urgent mobile,

COORDINATOR'S EMAIL: terp@cbhand.com or cburgent@gmail.com (24HR monitored email)

Delia Mott Merritt direct email: delia@cbhand.com

www.communicationbyhand.com Facebook – Communication by Hand & Delia Mott Merritt

CONTRACTED CERTIFIED INTERPRETERS: 250+

Communication by Hand (CbH) is a 24-hour Sign Language Interpreting Agency that was established in 1993 by Delia Mott Merritt. Ms. Merritt has been a DHHS -TX BEI III certified Interpreter since 1989 and a DHHS -TX BEI Certified Court Interpreter as of 2001. Her expertise with Austin deaf community, as well as her experience team interpreting with various freelance Interpreters in the central Texas area, allows her the unique ability to match the interpreter to the type of service requested. **CbH is State of TX HUB certified**

Our office is in central Austin and ADA compliant. Our staff consists of 1 full time Coordinator, 2 part-time Coordinators (job share), full time Office Manager, full time Billing Coordinator and CEO Delia Mott Merritt. All are paid a minimum of \$18/hr with benefits including PTO, 401K and health insurance reimbursement. All Coordinators are fluent or semi-fluent in ASL, involved with the Deaf community and believe providing equal access to all deaf and hard of hearing persons is paramount in our daily work.

CbH contracts directly with a pool of about 250 professional, certified (RID & DHHS -TX BEI) Interpreters. We do not subcontract out any of our requests thru other interpreting agencies. We believe in developing a close relationship with our interpreters gives us control over how they are assigned based on their skills, expertise and preferences. All interpreters go thru an extensive background check and receive customized HIPAA training prior to joining our team. **CbH** is committed to increasing our number of certified interpreters daily. The interpreters that **CbH** chooses to contract with are all certified, professional, ethical and dedicated individuals who wish to see the deaf community successfully communicate within a hearing world.

CbH provides certified interpreters for a wide variety of communication needs such as but not limited to: medical, educational, trainings, corporate, legal, mental health, oral, tactile, low vision, tri-lingual, private functions, theatre and entertainment. We take a customized approach to assigning our interpreters to assignments keeping in mind the preferences of the Deaf involved and our knowledge of the interpreter skills/preferences. **CbH** is the only agency in the Austin area with a 30-minute or less goal for arrival time for emergency (beeper) requests after hours. We maintain an after-hours on-call list of interpreters that are ready to go at a moment's notice. **CbH** is committed to professional and ethical practices by interpreters, therefore; provides mentoring to new interpreters to the Austin area. **CbH** is committed to the continued education and "updating" of interpreters' skills therefore; sponsor workshops/seminars in the Austin area and attend national interpreter conferences around the USA.



COMMUNICATION by HAND

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RFQ EAD050117

Sign Language Interpreting Services

Bid Deadline: 12:00pm, 05/05/17

Email to: erin.dvincent@austintexas.gov

PERFORMANCE REQUIREMENTS

The goal of CbH is to provide City of Austin with exceptional customer service with each and every contact made to our office. CbH will continue to make available the following contact information 24-hours a day/365 days a year to all City of Austin departments: office number, fax number, urgent cell number, desktop email address, urgent email address. All messages left on the office voicemail will be returned the same day. All emails/voicemails left on the urgent cell are responded to upon immediate notification. All calls are handled by a LOCAL staff person who is knowledgeable of the community's unique interpreting needs. ADVANCE REQUEST TIMES ARE NOT REQUIRED. NO EXTRA SCHEDULING FEES ARE ASSESSED for urgent day requests. Requests for interpreting services are welcome for any day of the week or hour of the day. While we appreciate notice, last minute requests are welcome at any time. We take a personal interest in each request for assistance (interpreting, general community questions, feedback, etc....).

In addition to the contact information above, CbH offers direct access to our scheduling portal! CoA employees authorized to make requests will be provided a link with log in information to request and track assignments. Cancellations must be called or emailed in directly to us and cannot be done thru the portal. Last minute requests may be entered but we request we are called and/or emailed as well.

All interpreters will be certified, abide by the RID Code of Professional Conduct, be dressed professional and appropriate to the situation and wearing a CbH badge.

INSURANCE REQUIREMENTS

Communication by Hand currently maintains the insurance required in this RFP. Endorsements and Additional Insured can be added without issue.

Regarding Business Automobile Liability Insurance: CbH own no company autos but we do maintain "hired, non-owned auto coverage".

BID SHEET
CITY OF AUSTIN
REQUEST FOR QUOTE
SIGN LANGUAGE INTERPRETATION SERVICES: EAD050117

*see our
expanded
pricing sheet*

Bidders shall submit prices on this form, Section 0600, Bid Sheet.

The bid price shall be the invoiced price and include all services, per diem, transportation, insurance, background check(s) and all other applicable fees in your unit price. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Bidders shall bid on all line items in order to be considered for award.

The City will take all of the rates listed on lines 1-30 in Section 0600 Bid Sheet and average them. Contract will be awarded to the lowest average hourly rate. Only the rates on lines 1-30 in Section 0600 Bid Sheet will be used for the average. Rates supplied that are not on the bid sheet will not be used to calculate the average hourly rate. However, rates will be paid at the rate listed in Section 0600 Bid Sheet. If you wish to provide additional services and rates, attach the information behind Section 0600 Bid Sheet.

DAYTIME RATES, DEFINED AS MONDAY - FRIDAY, 7:00 AM - 7:00 PM CENTRAL TIME

Item Number	Service Type:	LEVEL	HOURLY RATE
1	Pre-Scheduled Appointments	Level I	\$58.00
2	On-Call Services	Level I	\$58.00
3	Emergency Services	Level I	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL II			
4	Pre-Scheduled Appointments	Level II	\$58.00
5	On-Call Services	Level II	\$58.00
6	Emergency Services	Level II	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL III			
7	Pre-Scheduled Appointments	Level III	\$58.00
8	On-Call Services	Level III	\$58.00
9	Emergency Services	Level III	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL IV			
10	Pre-Scheduled Appointments	Level IV	\$58.00

11	On-Call Services	Level IV	\$58.00
12	Emergency Services	Level IV	\$90- only if called in after 5p & needed asap otherwise \$58
LEVEL V			
13	Pre-Scheduled Appointments	Level V	\$58.00
14	On-Call Services	Level V	\$58.00
15	Emergency Services	Level V	\$90- only if called in after 5p & needed asap otherwise \$58
AFTER HOURS RATES, DEFINED AS 7:00 PM - 7:00 AM, NIGHTS, WEEKENDS, AND HOLIDAY'S			
Item Number	Service Type:	LEVEL	HOURLY RATE
16	Pre-Scheduled Appointments	Level I	\$80.00
17	On-Call Services	Level I	\$90.00
18	Emergency Services	Level I	\$90.00
LEVEL II			
19	Pre-Scheduled Appointments	Level II	\$80.00
20	On-Call Services	Level II	\$90.00
21	Emergency Services	Level II	\$90.00
LEVEL III			
22	Pre-Scheduled Appointments	Level III	\$80.00
23	On-Call Services	Level III	\$90.00
24	Emergency Services	Level III	\$90.00
LEVEL IV			
25	Pre-Scheduled Appointments	Level IV	\$80.00
26	On-Call Services	Level IV	\$90.00
27	Emergency Services	Level IV	\$90.00
LEVEL V			

28	Pre-Scheduled Appointments	Level V	\$80.00
29	On-Call Services	Level V	\$90.00
30	Emergency Services	Level V	\$90.00
FOR INFORMATIONAL PURPOSES. NOT TO BE USED IN DETERMINING AWARD. MISCELLANEOUS FEES - THESE MUST BE A FLAT RATE AND NOT BASED ON DIFFERENT SCENARIOS. IF YOU DO NOT CHARGE THESE FEES, WRITE N/A. THESE FEES ARE NOT CALCULATED INTO THE HOURLY AVERAGE			
Item Number	Service Type:		UNIT PRICE
31	Cancellation Fee		\$58/\$80/\$90
32	Administrative Fee		\$58/\$80/\$90

RFQ EAD050117
Sign Language Interpreting Services
Bid Deadline: 12:00pm, 05/05/17
Email to: erin.dvincent@austintexas.gov

EXPANDED PRICING STRUCTURE – would not fit on the bid sheet provided.

Non-court:

\$58/HR DAY RATE Mon-Fri 7a-7pm

\$80/HR EVENING RATE Mon-Fri 7p-Midnight

\$80/HR WEEKEND RATE Sat & Sun 7a-Midnight

\$90/HR NIGHT RATE – Mon-Sun Midnight-7a

\$90/hr Urgent (Emergency) after-hours & holidays:

Urgent/Emergency after-hours are M-F 5p-7a and 24hrs on Sat/Sun/Holidays for requests that cannot wait till the next business day.

Specialty Skills add \$15/hr to our quoted rates: Interpreters providing tactile or tri-lingual (Spanish, ASL, English) services charge a differential rate for these specialized skills.

Section 3.6.3 Court Interpreting Services- double the non-court rates listed above: Court Certified Interpreters are required for all requests within presence of a Judge, court ordered, Miranda Warnings, police interrogations, where interpreter will be sworn in and/or recorded. Court Interpreters will be assigned upon agreement between CbH and CoA staff. Please follow link to Texas Government Code Chapter 57: Court Interpreters. <http://law.justia.com/codes/texas/2005/gv/002.00.000057.00.html>

Video Remote Interpreting Rates – see next page

Please note, we follow industry standards established by certified ASL interpreters to acquire the best interpreters possible:

2hr minimum for all requests – this includes 1 hour of interpreting services and 30 min travel front and back – or admin time as referenced in **Section 4.5** (Austin Metro area). All requests exceeding an hour are billed in 30min increments then the 30min travel front and back is added. For example, if 1.5 hours is needed, the final bill will be 2.5hrs to include travel.

Section 4.2.4 Cancellation policy: 24hour advance notice (to be received during standard business hours Monday- Friday 8a-5p) is required to cancel all interpreting requests to avoid billing. Requests cancelled with less than 24hour notice will be billed (at the rate reserved) for the full scheduled time or the 2hr minimum, whichever is greater.

No Shows/Cancel upon arrival: If, upon interpreter arrival, the deaf participant is a “no-show” or for any reason the assignment is cancelled, the full time scheduled is billed plus the beginning travel of 30 minutes (but NOT the end travel. If it is less than 2hrs – the 2hr minimum will apply. *CbH does not bill the end travel for any assignments exceeding the 2hr minimum and ending 30 min or earlier. This is exclusive to us and meets our goal of helping our customers save money on interpreting services wherever possible.*

Section 4.4 Team interpreters: To prevent a career ending injury, most assignments lasting over 1 hour will require 2 interpreters. The interpreters will switch every 20-30 minutes and provide backup to each other. City of Austin and CbH shall mutually determine the need for a team of 2 or more interpreters. Rate is per interpreter.

Last minute requests are welcome at any time.

Urgent rate applies only to requests that are received after hours and cannot wait until the next business day.



RFQ EAD050117
Sign Language Interpreting Services
Bid Deadline: 12:00pm, 05/05/17
Email to: erin.dvincent@austintexas.gov

Terms, Rates & Policies (non-court)

CbH DOES NOT WORK ON A CONTINGENCY BASIS. PAYMENT IS DUE AND PAYABLE WITH IN 30 DAYS OF RECEIPT OF INVOICE.

Tri-lingual interpreter services (Spanish, English, ASL), please add \$1.00 per minute to rates below.

"DAY" Mon-Fri 7am-7pm urgent or scheduled:	\$2.00/minute
"EVENING" Mon-Fri 7pm-Midnight (pre-scheduled):	\$2.75/minute
"WKEND" Saturday & Sunday 7am-Mid (pre-scheduled):	\$2.75/minute

Urgent, Holidays & "3rd shift"

<u>Sunday thru Saturday Mid –7a (prescheduled):</u>	\$3.50/minute
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\$50 late fee added to all invoices not paid within 30 days.

1. **30-minute minimum:** VRI Interpreters bill for their services based on a 30minute minimum. After the first 30 minutes, services are calculated by each additional minute used.
2. **Calculation of Minutes:** Billing minutes are based on the total minute calculation upon ending video call via Facetime or Skype.
3. **Cancellations:** When less than 24hrs (business hours) notice of cancellation is given, the scheduled & committed time/30minute min (whichever is greater) will be billed in full. THIS APPLIES TO CANCELLATIONS FOR ANY REASON – whether the Deaf calls to cancel/reschedule or it is due to an office reason. Cancellations received during business hours (Mon-Fri 8a-5p) with more than 24hrs notice will not be billed. This is an industry standard
4. **No shows:** If your representative or the deaf consumer fails to log in for the assignment, the full scheduled time or the 30minute minimum (whichever is greater), will be billed at the scheduled rate.
5. **Team interpreters:** To prevent a career ending injury, most assignments lasting over 1 hour will require 2 interpreters. The interpreters will switch every 20-30 minutes and provide backup to each other. The parties involved shall mutually determine the need for a team of 2 or more interpreters. If mutual agreement cannot be made concerning the number of interpreters needed, no services will be provided. RATE ABOVE IS PER INTERPRETER. This, too, is an industry standard.
6. **Holidays:** January 1st, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Black Friday, Christmas Day will be billed at holiday rates.

If you have any questions regarding CbH policies, please call us – we're here for you!
PO Box 9064 Austin TX 78766 512-467-1917ofc 512-227-4343call/text urgent

Section 0700: Reference Sheet

Responding Company Name **Communication by Hand, LLC**

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

1. Company's Name **Travis County Services for the Deaf and Hard of Hearing TCSDHH**

Name and Title of Contact **Stacy Landry, Director**

Project Name **ASL interpreting services for afterhours/holiday court and county needs**

Present Address **2201 Post Rd.**

City, State, Zip Code **Austin, Tx 78704**

Telephone Number **512-854-7893** Fax Number (____) _____

Email Address Stacy.Landry@co.travis.tx.us

2. Company's Name **Region XIII Education Service Center**

Name and Title of Contact **Tom Gibson, Coordinator: Training & Staff Development**

Project Name **ASL interpreting services for high volume teacher training & seminars**

Present Address **5701 Springdale Rd.**

City, State, Zip Code **Austin, TX 78753**

Telephone Number **512-919-5330** Fax Number (____) _____

Email Address Tom.Gibson@esc13.txed.net

3. Company's Name **St. David's South Austin Hospital**

Name and Title of Contact **Katie Lyke, ER Director**

Project Name **ASL interpreting services for high volume emergency care 24/7**

Present Address **901 E. Ben White Blvd**

City, State, Zip Code **Austin, TX 78704**

Telephone Number **512-816-6264** Fax Number (____) _____

Email Address Katie.Lyke@stdavids.com

**City of Austin, Texas
Section 0800
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 4th day of May, 2017

CONTRACTOR

Authorized Signature

Title

Communication by Hand, LLC
[Signature]
CEO

Section 0815: Living Wages Contractor Certification

Company Name Communication by Hand, LLC

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.

I hereby certify under penalty of perjury that all of 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
Katie Winters	Office Manager
Elene Good	Part-time Coordinator
Anna Silberman	Full-time Coordinator
Krystal Adams	Part-time Coordinator
Katie-Mae Calhoun	Billing Coordinator
Delia Molt Merritt	CEO

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 Communication by Hand, LLC

- 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: Tx Resident Bidder

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

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

Answer: N/A 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: N/A



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ EAD050117

Addendum No: 1

Date of Addendum: 5/4/17

This addendum is to incorporate the following questions and answers to the above referenced solicitation:

1.0 Questions:

1.1 (Q) Please define the hours for pre-scheduled appointments.

(A) Per 4.1 in Section 0500 Scope of Work, The City is defining daytime hours as Monday through Friday, 7 AM to 7 PM, Central Time. After hours are defined at any hours other than daytime hours previously listed.

1.2 (Q) Are we to bid at the highest rate based on the fact that the pre-scheduled request could be for the weekend, evening or night?

(A) The rates respondents bid are up to them to determine.


1.3 (Q) Please describe the difference between on-call and emergency services.

(A) Emergency services are anything that aren't pre-scheduled or on-call services and require interpretation within one hour.

1.4 (Q) Are emergency services for after-hours requests, meaning urgent after 5p?

(A) Emergency services can occur at any time, 24/7, and require interpretation services within one hour.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Erin D'Vincent, Procurement Specialist IV
Purchasing Office, 512-974-3070

5.4.17
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

5/4/17
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.