Amendment No. 1
to
Contract No. MA 5600 NA170000170
for
Safety Management System
between
John Patrick Kelly dba Redquartz USA, LLC
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 27, 2020 to June 26, 2021. Two options will remain.

2.0 The total contract amount is increased by $51,000 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2017 – 06/26/2020	$221,000.00	$221,000.00
Amendment No. 1: Option 1 – Extension 06/27/2020 – 06/26/2021	$51,000.00	$272,000.00

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

4.0 All other terms and conditions remain the same.

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

Sign/Date: _____ 2 July 2020

Sign/Date: James T Howard
Digitally signed by James T Howard
Date: 2021.04.24 11:05:16 -05'00'

Printed Name:__Simon Kelly_____
Authorized Representative

Jim Howard
Procurement Manager

Redquartz, LLC
2637 East Atlantic Boulevard
Pompano Beach, Florida
Skelly@emex.com
353-87-231-8990

City of Austin Purchasing Office
124 West 8th Street
Austin, Texas 78701

jb

The Austin City Council approved the execution of a contract with your company for accordance with the referenced solicitation.

Responsible Department:	Communication Technology Management/Austin Resource Recovery
Department Contact Person:	Mike Turner
Department Contact Email:	Mike.Turner2@austintexas.gov
Department Contact Telephone:	512-974-96739
Project Name:	Safety Management System
Contractor Name:	Redquartz USA, LLC.
Contract Period:	36 months
Dollar Amount	$222,000
Extension Options:	3 12-month options/$51,000
Agenda Item Number:	27
Council Approval Date:	06/08/2017
Contract No.	NA170000170

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

Sincerely,

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

J. P. K

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
JOHN PATRICK KELLY dba. REDQUARTZ USA, LLC. ("Contractor")
FORSafety Management System
NA170000170

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 John Patrick Kelly dba. Redquartz USA, LLC. having offices at Pompano Beach, FL 33062 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 RFP PAX0137.

1.1 **This Contract is composed of the following documents:**

    1.1.1 This Contract

    1.1.2 The City's Solicitation, Request for Proposal (RFP), PAX0137 including all documents incorporated by reference

    1.1.3 John Patrick Kelley dba. Redquartz USA, LLC.'s Offer, dated 09/20/2016, 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 will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $221,000 for the initial Contract term and $51,000 for each extension option, for a total contract amount not to exceed $374,000. The Contractor shall be paid as indicated below:

    1.4.1 100% of Emex EHS Software Platform (License fee) shall be paid at the beginning of each contract year.

    1.4.2 Emex EHS Software Implementation: A one time fee of $30,000 shall be paid at the beginning of the initial contract term with the remainder of $30,000 to be paid upon the successful completion of the User Acceptance Testing of product.

J. P. K

John Patrick Kelly dba.Redquartz USA, LLC.

J. John P. Kelly
Printed Name of Authorized Person

John P. Kelly
Signature

MANAGING MEMBER
Title:

6th / 27th / 2017
Date:

CITY OF AUSTIN

JANET T. HOWARD
Printed Name of Authorized Person

Signature

~~Senior Buyer Specialist~~ JTH Procurement Manager
Title:

6/27/17
Date:

EMEX

Emex Proposal to The City of Austin

20th September 2016

Executive Summary

Introduction

This document sets out our high-level proposal for the implementation of a system to manage the collection, processing and reporting of EHS and Risk data at The City of Austin. We are very confident that our software solution can meet and exceed the needs of The City of Austin.

At Emex, we are very excited about the opportunity of working with The City of Austin on this project. Our services team have analysed your needs based on this RFP, and our experience of similar software projects, and we are committed to helping you succeed on this project.

Emex is a specialist EHS software company and we have been in operation since 1998. The company is privately owned by its founders Richard Wall, and Simon Kelly. The experience that the whole Emex team has gathered over these 18 years of dedicated EHS and risk compliance activity puts Emex in a excellent position to service its existing clients and continue to expand and grow its client base into the future.

We have recently been selected by a Local Government region in Virginia and we are very keen to expand upon this success and increase our work with customers such as The City of Austin.

Our understanding of your requirements

The City of Austin wants to procurement a Cloud based EHS and Employee Occupational Safety System. The selected solution will be used by a wide range of services provided by the City including Water, Fire, Police etc.

The goals of this project are :

1. To improve communication and information sharing across the various elements of the City.
2. Improve performance, enhance compliance and manage risk
3. Maximise the benefits and cross learnings from "One Safety System"

The software will be used to manage a number of internal programs including Incident Management, Safety Programs, Driver Compliance and Drug and Alcohol tests. The stated external business goals are include Cost Benefits, Security, Future Proof, Upgradeable etc.

Having read and reviewed your needs in detail, we feel that Emex is well positioned to meet and exceed these needs and our product and EHS platform will offer you opportunities to to enhance and improve additional areas of your operations as they relate to EHS and Compliance.

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The Proposed Solution

Our solution is designed to centralise, integrate and automate the management of a broad spectrum of Environmental and Health & Safety (EHS) activities. EMEX will enable The City of Austin to:

1. Collect all EHS and Risk data – EMEX collects data at source. Upon entry, data can be subjected to pre configured workflows ensuring that notifications to management, regulators etc. Occur on a timely basis.
2. Process data – EMEX will replace manual processing of data with its intelligent workflow system. Workload will be significantly reduced and streamlined as routine tasks are taken care of via automation and equally reporting is at the touch of a button rather than using a significant number of man-hours to collate and analyse information.
3. Generate the necessary regulatory, management and other reports (fully configurable) to ensure that filing is on a timely basis and thus mitigate regulatory fines etc.
4. Identify emerging trends and manage them appropriately through the integrated corrective action functionality.
5. Automatically escalate overdue tasks and corrective actions, schedule the distribution of key reports to relevant management via EMEX Workflow.
6. Access to EMEX and data visibility is managed via EMEX workgroups. EMEX system roles are used to determine access to particular sets of functionality.
7. EMEX utilises Microsoft SharePoint services as a document repository enabling the attachment of any file formats to events, inspections or actions. All regulatory correspondence and documentation together with asset information would stored in this way.
8. A number of tools are available from EMEX to manage the import, export, retrieval and archiving of data
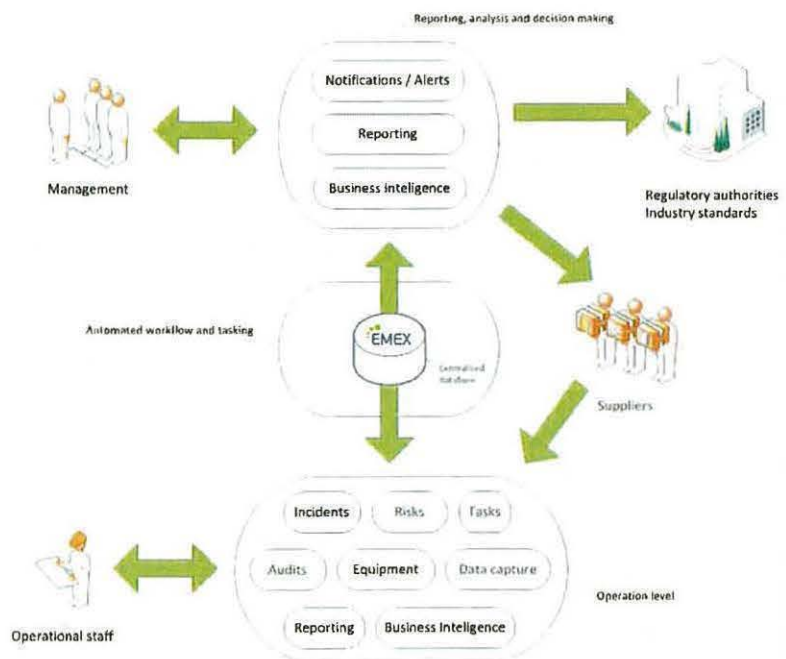
Platform Architecture

EMEX has been designed from the ground up as a workflow enabled application based on a Service Orientated Architecture (SOA) using the latest Microsoft .Net technologies. The platform is scalable and configurable, with the flexibility to reflect regional specific business rules across the different divisions and business units throughout an organisation. This could

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be relevant in the future if your asset based expanded into out regions with different regulatory environments.

The customisation toolset available on the platform provides advanced capabilities such as Workflow design, Web Forms configuration and Report & Business Intelligence design. These toolsets along with the flexible application set-up allow organisation to rapidly implement best-practice for all aspects of EHS compliance.

EMEX continues to invest heavily in product innovation and customer driven development of the application also ensures the platform evolves and adapts to changes in sector-specific legislation and international standards of best practice.

Key features of the EMEX Platform include:

- Fully Configurable – Rapidly tailor all aspects of the platform to your specific EHS requirements
- Process Automation – Automate any EHS process without having to write a line of code
- Responsive User Interface – Allow accessible on any device
- Offline Access – Utilise EMEX functionality offline with full synchronisation capability when connectivity is available
- Real Business Insights - Enterprise class Reporting and Analytics via the latest Microsoft in memory Business Intelligence platform
- Access in any Language - Full Support for Localisation and Globalisation
- Integration – Utilise EMEX Web Services and API's to easily integrate with SAP, Oracle or any 3rd party system/RDBMS
- Scalability - Designed for large Enterprise's with no limit on the number of users or size of database

Pricing Information

When fully deployed, EMEX will be available across all of The City of Austin's operations and employees. Contractors and other personnel including the public can also be given access as needed to the system to notify incidents.

Having reviewed the group's requirements, we are happy to propose a commercial agreement on the following basis.

Implementation Phase

We believe the full rollout of the blueprint will take approximately 60 man days of implementation services based on the known requirements and our experience with similar customers. The table below provides an estimated breakdown of the client service days required. A more accurate quotation for this work will be given once more detailed requirements are established.

Implementation Task Breakdown	EMEX Module	Estimated Man Days
Project Management & Planning - documentation of project scope, project plan, updated system configuration specification and ongoing project status reporting		4
General System Setup – Setup of additional organisation structures, locations, users, roles, contractors etc.		6
Update of System Configuration:		
- Incident Configuration	Incident	5
- Employee Configuration	People	5
- Inspections Configuration	Inspections	5
- Training Configuration	Training	5
- Actions Module Configuration	Actions	5
- Update Workflow configuration for Incidents, Risks, Audits and Actions	EMEX Workflow	5
- Update Reporting & Dashboard Configuration	Business Intelligence	5
System Test/QA/User Acceptance Testing		5
Train The Trainer User Training		2
System & Business Admin Training		3
Contingence		5
Estimated Service Days		60
Total Estimate Costs	$1,000	$ 55,000

Notes:

- Pricing is in USD$.
- Payment terms are 50% on contract with the balance due in 2 equal payment of 25% to be agreed.
- The Services pricing provided by EMEX is an estimate based on the existing requirements provided by you.
- Prices contained in this proposal are valid for 90 days from date of issue.

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SaaS Software Licensing

This annual pricing is based on an EMEX license giving access to the EMEX platform modules required to deliver on your required functionality for 25 users and administrators within the The City of Austin organisation. This will be the annual recurring charge for the use of Emex over the proposed 5 year contract term

SaaS License	License Rental Per Year
Incident, Audit, Risk Module – including Actions, Business Intelligence, and Documents 25 Full User License - Unlimited notifier license.	
Enhanced Business Intelligence Capability	Included in above
Total Annual License Fee	

Notes:

- Initial payment terms are 100% on commencement of Global roll-out. Thereafter, annual fees are payable yearly in advance. Terms are Net Due Immediately.
- All prices quoted in USD$
- Annual fees will be linked to the CPI or other relevant index on a cumulative basis.
- Rental/subscription model is offered on a rolling five year term with 3 month notice period.
- Software functionality upgrades provided as part of the service throughout the term.
- SaaS 99.9% availability
- Price valid for 90 days from date of proposal.

Why EMEX?

We believe EMEX is very well suited to The City of Austin for the following reasons:

1. We are excited about working the area of county level governance and hopefully expanding our offering in this growing area.
2. Depth of experience in rapid, and specific deployments such as this The City of Austin System.
3. Emex is very focused on problem solving on behalf of our clients.
4. Flexible and scalable architecture putting the Austin Country system administrators in total control of the configuration and future changes.
5. User-friendly solution that strikes the perfect balance between simplicity and power and ensures rapid user-adoption.
6. Value for Money - Emex is a system that offer clients excellent value for money and the system can be expanded within The City of Austin to manage other high value area in the future such as Environmental data and Incidents etc.
7. High Quality training from the Emex Training Team will ensure that you get the most value out of the system. Emex is Easy to learn and Easy to use.

References

EMEX have worked with a broad range of international client companies from food manufacturing through to Energy, logistics, industrial services and the extractive sector. We believe our clients benefit enormously from our willingness to share key learning between and across diverse industry sectors. Working on the basis that no single sector has a monopoly on best practice within EHS, we partner with all our clients to push beyond the sector norms and deliver programmes that have the potential to be world-beating in terms of results.

A sample suite of clients available for reference purposes has been included below. Please note that any communication with these clients will need to be co-ordinated with EMEX, in advance of making contact. We rely on their significant goodwill to continue to facilitate us with bid reference processes and are naturally keen to minimise the level of disruption this may cause them.

- Lafarge (France)
- Rosneft/TNK-BP (Russia)
- PPG Industries (USA)
- Tullow Oil (Africa)
- Oando (Africa)
- Addax Petroleum/Sinopec (Switzerland

The City of Austin - Functional Requirements 6.0

Ref #	Response
	Training Section
1	Emex will allow you to set training requirements based upon the employee's roles and these requirements will then drive out a set of training needs to bring the employee up to regulation. Reports on training are available with the Emex Dashboard functionality and these are drill down based graphical reports. These reports can be chosen from our library, or developed to meet your exact needs.
2	Training programs and materials can be set up within the Emex System. All training materials can be stored in the Documents Modules and staff can log in a view these materials. Training tasks and Action are tracked and reported on via the Emex Actions modules. Staff will receive an Action to undertake and training program and when it is complete, the action will be closed out, and the record will be updated.
3	Emex will track the training plan for each role as set up by the training coordinator, and this will then link to each employee. Employees will automatically be notified when they require new or renewed training.
4	Notification will be sent to employees (and administrators) when training is required. This notification is vai email as an action item generated by the Emex system. This action item can be accepted, rejected or changed and this will trigger a new follow up action.
5	The training undertaken by each employee is recorded in their employee record along with renewal and results information. Files can be attached to this record like certificates or scans of training results. The nature of training is different in all organisations. Video and web based training can be hosted and linked to from the Emex system. Meta data from external courses can also be recorded.
	Incident Management
6	Incident can be reported into the Emex system directly by employees (via the

	web forms), or via your dispatcher call centre. These incident forms are configured to meet your needs based on the nature of the incident – Fire, Personnel etc.
7	Emex will allow you incident notifier to record the immediate details of the incident in a quick and easy to use form. The categories and choices from all sub menus here can be customised by our implementation team, or your system admin users in the future.
8	Where an incident requires an emergency response, the system can be setup to automatically notify these responders. The time and date of this is all retained within the incident record to allow for future analysis. Responders can be notified by email, sms and phone call and the details such as location can be selected from our GIS mapping service and automatically passed onto the responders.
9	Emex workflow allows you to set up who is notified of an incident based on the details of the incident. These variable details can include severity and location. These notifications can be sent as email, pager message and sms as well as other communication methods. With our workflow designed tool, your trained staff will have the ability to modify and change these notification settings as your needs change.
10	Notifications sent from the Emex system can prompt a confirm or acceptance by the responder. The details of each notification message and email can be setup to carry the content as listed in your specification.
11	Incidents within the Emex system are location and GIS mapping enabled. This will allow your responders to utilise their mapping software on their telephone to guide them directly to the incident location. If an incident is logged from a mobile device, the location details can automatically be included in the incident report based on the phone's location.
12	Our system does not currently allow you to automatically track the location of a responder. This could be achieved through a separate mapping application but would be outside the Emex remit. Once a responder has arrived at the scene, they can log this on the incident on their telephone and this will timestamp this data for future analysis.
13	The Emex incident process allows for data to be added to the incident as it emerges. Corrective Actions can be added to the incident such as drug and alcohol testing and the results can be logged against the incident for future reference. Any number of actions can be entered against the incident as it progressing

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	through the process until it is closed.
14	As Above, the Emex incident allows for further data to be added from any web enabled mobile device. This allows for the build up of data as it relates to the incident including images and files etc.
15	Once the incident file is ready to the be closed, it can be managed by the Emex Workflow process to get the necessary approvals. This workflow can automatically distribute a summary of the incident to the relevant parties, and it is available in the system for future reference and learning.
	Corrective Actions
16	Action can be triggered from within the incident process and these actions are tracked and monitored via the Action modules with automated notification and escalation
17	Corrective actions are assigned to individual people in Emex rather than a group (to ensure the works is followed and completed). A group can be notified but the action belongs to a person
18	Authorised users can monitor the status of each action by logging into the Action homescreen. Actions can also be view in the Dashboards modules to identify which actions are pending or overdue based on location etc.
19	The Emex system can automatically escalate overdue actions back to the same person or assign them to a new person. It is a complete Action case management system and with full workflow functionality.
20	The person assigned to complete a corrective action can close of the action when the work is complete. They can also add notes, files and records to this actions related to the work.
21	Full reports are available on corrective actions and these list based reports can be used to identify outlier problems in the CAPA process. Who is not getting important CAPA completed on time.
	Worker Compensation
22	The details of the DWC 73 form can be configured to record worker injuries and their restriction or release from duty
23	You can update the work status of the employee based on the Incident
24	The DWC 1 form can be automated and issued from within an incident on the Emex system. The DWC 6 form can also be generated from within the system. To close out the Workers Comp process, the DWC 3 form can be replicated or issued from within the system
25	Workers Comp documentation can be printed from the system and presented (or emailed) to the worker. This will create a record of proof that the works

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	was taken through this process.
26	Employees can be identified if they are available for wage continuation based on a business rule
27	The system can be used to complete and monitor the WC801 form and this can automatically be issued as part of the work flow to the wage coordinator for review.
28	The Wage Coordinator can approve or reject this request and this is records within the system
29	The same process can be undertaken for the WC803 denial form
30	The Emex Workflow will prompt the wage coordinator to approve or reject the WC803 form.
31	As part of the Workers Comp Emex workflow, after 7 days of lost time the Workers Comp Representative can look up the Banner (External) system to review salary information
32	All forms and documents can be scanned and added to the employee file for future reference.
	Driving Management
33	Driving licenses and other relevant docs can be scanned into the employee file
34	Other driving file such as points etc can be added to this record.
35	Expiry dates are entered as part of this process and Driving reports can identify if any licenses are expiring within 60 days.
36	Renewal and suspension dates can be entered and records for similar reporting.
	Safety Incentive Bonus
37	The criteria for safety incentive bonus can be developed into a single page dashboard which contain a summary of all the input metric. Minimum figures can be entered to allow the colour coding of this report to indicate if a safety bonus has been earned
38	Emex has a full behavioural based safety module and this allows for the tracking of both positive and negative safety observations. These positive observations can build into your safety incentive scheme
39	A safety incentive dashboard can be generated and this will allow you to identify eligible employees
	Investigation

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40	Full Incident Investigations can be carried out within Emex on Mobile devices (with internet connectivity)
41	The forms to drive and manage this investigation can be selected by you the client from the Emex library, or configured to meet you current process needs. These forms can continue to be configured by your system admin people in the future if needed
42	All witness testimony can be entered into the investigation process and unlimited files can be uploaded to support this evidence. A number of causes and contributory causes can be entered and reports for future analysis and Actions can be issued from within the investigation form. The corrective action are then tracked through the Emex Action module until they are complete.
43	All multimedia files can be uploaded to the system as part of the incident investigation.
44	The Emex workflow will automatically notify a select group of people based on the status, location and seriousness of the incident and investigation.
	Inspections and Checklists
45	Inspection form within Emex can be configured and modified to replicate your current inspection process. Location based confirmations can be built into this checklisting process.
46	Images and notes can be attached to any inspection item, and actions can be issued from within the Inspection module to report a failure and trigger an inspection action item. The driver will submit the inspection and this records his approval of the inspection results
47	Ergonomic inspections can be set up and carried our by your employees. As with all inspections, corrective actions can be issued directly from within the inspections module and photographs and files can also be added
48	As Above, your full range of inspections including driver inspection can be carried out with the Emex EHS Platform.
49	Recurring Inspection can be set up. In our product pipeline for 2017, we have a full inspections scheduler to fully automate your entire audit and inspection process.
50	As Above - Full Ergonomic inspections are available.
	Alcohol and Drugs
51	Alcohol and Drug test results can be triggered from the system, and their results can be recorded and reported on as part of an incident or a random test.

52	Employees or potential employees are notified of their test with Emex Notifications
53	As above.
54	Test results can be stored against the employee record
55	Yes
56	Yes

Functional Requirements 7.0

We have reviewed in detail your list of functional requirement are the Emex EHS Platform meets and exceeds these. We feel that our response to these functional requirement is covered by various sections of this proposal.

User Interface

The Emex user interface is designed to be easy to use on any device. Emex V8 (our most recent release) is based on HTML 5 architecture and this ensures that Emex will render on any screen size. There is no requirement for specific Mobile App development based on this architecture.

Access to the application on mobile and desktops systems is by username and password. Single sign on is also available.

Emex supports all major browsers and we encourage clients to update their systems to the most recent release of the relevant browser.

Public Access - Public access can be given to the incident notification screen and this will allow them to register and log an incident without requiring access to the full application. This public screen can be modified to suit you needs and it can be branded to mimic other The City of Austin public systems.

Application Architecture

The EMEX technology stack is composed of a mix of Microsoft .NET on the server side and the Google Angular framework and HTML5 on the browser side. The core EMEX web application is a .NET Web site / Web API site, hosted in Microsoft IIS.

In terms of look and feel the EMEX web application functions similarly to other modern web single page applications (SPAs), such as Gmail i.e. no visible post backs, no full page refreshes, all communication with the server occurring as discrete web service calls, directly from the browser to the server, via angular.

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There are several ancillary services and components within the EMEX platform including a workflow engine (based on Microsoft Workflow Foundation), a reporting service and a standards compliant Identity service. The identity service is interchangeable with other identity services such as OpenID or ADFS.

Data is stored in Microsoft SQL Server and Microsoft Analysis services is used as the data source for our Business Intelligence module.

Figure 3 EMEX v8 Platform Technology Stack

Software Management

Emex is delivered as a SaaS application but each client is managed as an individual client. Major upgrades take place on an annual basis, and each clients is advised of this upgrade 28 days prior to the proposed upgrade date.

Every release of Emex is tested prior to any client release, and each client upgrade is automatically tested prior to the upgrade of the live software application.

There is no requirement for 3rd party software applications to run the Emex application and this is fully managed through our hosted architecture and the Microsoft Azure Network.

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EMEX Product Roadmap

We have provided a summary in the table below of new functionally planned for development on our product roadmap. In parallel to the development of new product functionality we are also migrating all existing functionality available in version 7 to our new version 8 platform. This migration is due to be completed by the end of Q4 2016.

Module/Area	Planned Release
Action Plan Management	Q2 2016
Audit Scheduling	Q2 2016
PPE Inventory Management	Q2 2016
Work Permit Management	Q4 2016
Disconnected Offline Application	Q1 2017
Industrial Hygiene	Q1 2017
Contractor Management	Q1 2017
Regulatory Permit Management	Q1 2017
Occupational Health	Q2 2017
Training & Competency Management	Q2 2017

Vendor Process

The Emex software development process follows a rigorous and test plan. We have mapped out our functional development plan inline with the above road map. All of our software development is carried out by our own internal development team and the code is unit tested throughout the process. Significant milestone builds are then tested by the Q&A team prior to release to the customer base.

We have a policy of listening to our customers and our product roadmap is development with the needs of our customers in mind. Any enhanced code that is requested by a client is built into the master code of Emex to ensure one code base for future support.

Ancillary Services

By choosing Microsoft Azure as our hosting partner, Emex and its clients have access to globally recognised disaster recovery and business continuity support. Azure guarantees 99%+ uptime for the application and full data recovery and data roll back functionality.

We keep in very close contact with all of our users, and we actively encourage users to meet and share experiences and ideas about the Emex product with each other.

Staff Skills

Emex is designed to be accessible to users with limited or no formal training in the application. The System Admin user for The City of Austin is recommended to undertake a full System Admin training course with Emex and this system admin user should capable of

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understanding application administration. There is no need for any formal IT or programming skills to administer the Emex system.

Documentation Requirements

This is covered off by our detailed response to the Implementation Services question. The detail of this implementation plan is set up in conjunction with the client and is depended on the level of configuration required by the project. Our project management system has been developed over 18 years and provides the client with a well documented and rigorous method of software implementation.

Project Team Structure

We are proposing the following key project team members to form the implementation team to manage and execute the implementation project for The City of Austin. As you will see from the profiles below, the team members have many years of experience working with many large business clients and have vast experience deploying EMEX globally with large complex organisations.

David O'Shaughnessy Project Director	Shirley O'Hara Project Manager	Richard Howard Lead QA Tester	Tommy Doherty Technical Lead	Lisa May Training Manager
Recent projects: -PPG -Lafarge -Almarai -Gazprom Neft -Rosneft/TNK-BP	Recent projects: -PPG -Lafarge -Rosneft/TNK-BP -Kuehne & Nagel -Aer Lingus	Recent projects: -CARUS -Lafarge -Gazprom Neft -Addax Petroleum	Recent projects: -Rosneft/TNK-BP -PPG -Lafarge -Oando -Addax Petroleum	Recent projects: -PPG -Lafarge -Kuehne & Nagle -Tullow Oil -Almarai
10 Years with EMEX	11 Years with EMEX	4 years with EMEX	9 years with EMEX	12 Years with EMEX

Training

Emex Training takes the blended or hybrid training approach, this means our training courses may comprise of a number of types of training.

The training plan is always formed in conjunction with the client to ensure resource requirements are met.

Training & information summary

Course Type	Description
• Video only	These are extremely cost effective and work well for easy modules such as Incident Notification. Users watch the video and complete a sample notification at their own pace via the client's training site.

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• Virtual Classroom Training	The video is produced and approved by the client project team to ensure accuracy of material. Again, a cost effective form of training for the client, training is delivered via GoToTraining™ sessions where attendees will be asked to: • Watch • Discuss • Do Using GoToTraining™allows Emex to provide access to all course content for download.	
• Classroom Training	This type of training is a replication of classroom training, it works well for majority of the end user modules within Emex such as Incidents & Data Capture and refresher courses. For some training courses face to face trainer cannot be beaten and we highly recommend that this is the type of training selected for any of our initial Administrator Training & Train the Trainer Sessions	
• E-Learning*	Using a dedicated LMS allows us to develop online course pathways, this means we can ensure users do not graduate to the next course until they have successfully completed all the prerequisites. The benefit of using our e-learning platform means users can complete courses from their home, office or any location where they have access to a computer and the web. Our LMS also integrates with GoToTraining™ and provides us with full analytics to enable us to review the efficacy of the pathways.	
• Interactive online guidance*	EMEX utilises third party online guidance to increase the uptake and on-boarding of the application, this provides users with a 'virtual' guide sitting beside them, literally walking them through their first notification, generating their first report or creating a corrective action for the first time. The guide can be disabled once the user is comfortable on their own and enabled at any time in the future to search for help or turn the feature back on again. We also use this application to shout out new features and highlight improvements to make sure EMEX users know when we have made something to complete the in the application to ensure nobody misses out on a good thing.	
• Webinars	Throughout the year EMEX hold webinars on key functions in the application, webinars can be either attended online or downloaded if the attendee is unable to dial in at the time of the webinar.	

> The aim of these webinars is to provide users with another way of brushing up on their EMEX skills, these sessions are strictly by registration and are open to all EMEX users across various organisations.

The client can select all or part of the above training types to be used in their rollout of the application.

Interfaces

Emex through its API has the ability to call and send data from a wide range of database applications. I addition to this API functionality, we have the ability to import and export regular data in many common formats. We are confident that we can develop a robust and easy to use data import routing from your new Kronos HR System.

Flat files from the Insurance note can also be added to the claims record through either an image scan, or a data file attachments. All formats are acceptable to the Emex Modules..

Implementation Services

Our delivery methodology is based on an iterative agile approach with the careful application of appropriate PRINCE2 based project management controls. It is a tailored approach that has been successfully used by EMEX to deliver large scale projects with a number of clients including PPG, Lafarge, Gazprom Neft, Almarai Group, TNK-BP and Addax Petroleum.

In our experience, running implementation projects using an iterative agile approach can reduce delivery risk. The incremental nature of configuration ensures a very open, transparent and "no surprises" approach to delivery; focusing on visibility of configuration progress and enabling the client to reprioritise the requirements as the project progresses to ensure that only the most valuable features are continually being delivered.

Benefits of the approach are:

- o Early demonstration of value
- o Commitment to quality throughout the project rather than as a final stage
- o Transparency - where we are at and where are we going
- o Responsiveness in the face of changing requirements and priorities
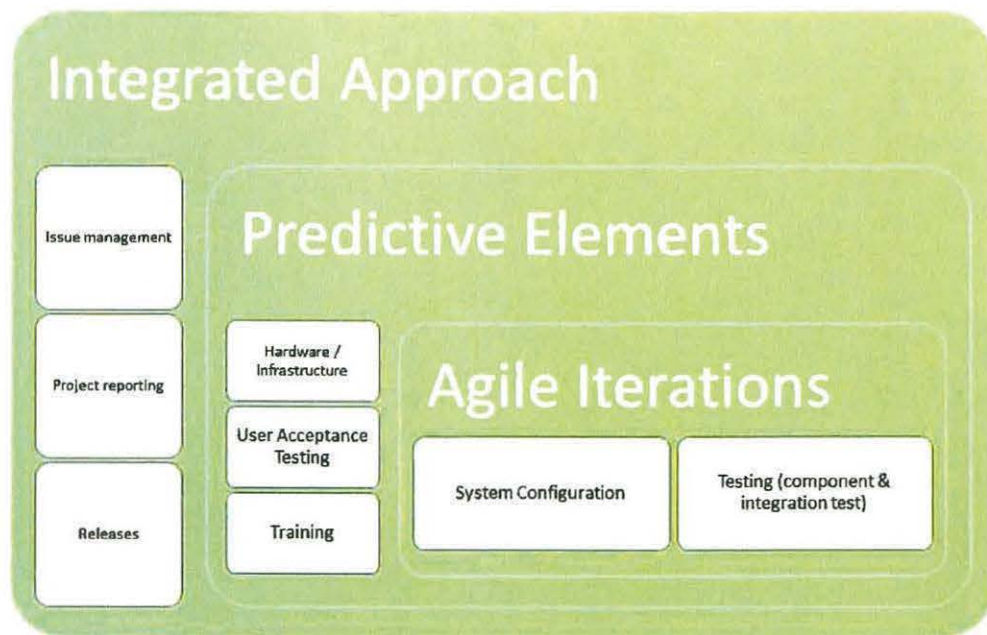
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Figure 2 EMEX Hybrid Implementation Approach

Please note that we are also comfortable in adjusting our approach where necessary to accommodate customer specific Project Management methodologies. Our project managers are certified in PRINCE2, PMP & Agile.

The Project Approach

This approach differs from the standard waterfall approach and will incorporate the following stages:

Initiation and Scoping

To clearly define scope of the project, a number of workshops will be held between EMEX business and technical lead consultants and the Client; the associated documented deliverables from this phase include:

o   The requirements captured to date are reviewed and collated into a Prioritised Requirement List (PRL) and priorities are agreed using the MoSCoW rating system

o   An unambiguous statement of the scope of the project is agreed and documented

Analysis and Design

EMEX will follow a three phase approach to Analysis and Design:

o   **Process Review:** review of the current 'as-is' and proposed 'to be' processes to ensure a clear and complete understanding of the boundaries of the proposed new system.

o   **Requirements Definition (Technical and Functional):** building on the knowledge gained from the process review phase, this phase is about eliciting and documenting the system requirements at a sufficient level of detail to allow planning and estimation. The output from this phase is an updated PRL. In parallel, high level solution architecture is defined.

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o **Solution Design:** during this phase EMEX will analyse and document the system functionality in much more detail. This will involve documenting the primary flows and alternative flows through the system as well as screen behaviour. This document will become the basis for configuration, system testing, user acceptance testing as well as user training. The outputs from the 'Solution Design' will be documented using the EMEX Configuration Specification template.

The EMEX Configuration Specification template has been refined by experience and incorporates best practice and – importantly – feedback from Customers. Depending on requirements this document can include screen form designs, workflow definitions, and use case scenarios. The resulting specifications are articulated for a business audience, defining clearly and simply the functionality of the system.

Incremental Configuration

EMEX proposes a timeboxed/incremental approach to system configuration whereby the creation of the solution can commence prior to the completion of the Analysis phase. EMEX believes this can be achieved by prioritising the architecture and integration requirements early in the analysis phase.

This approach promotes an incremental cycle of rapid design, build and test within the team which shows the system steadily evolving and growing. The advantages of adopting the timeboxed/incremental model over a more traditional waterfall delivery approach include:

o **Reduced risk** - architecture is proven early and potential integration issues identified.

o **Clear indication of progress** - from the Customer perspective this provides tangible reassurance in terms of the project's progress.

o **Early and continuous testing** - including performance testing. Any bottlenecks in the process are determined at an early stage.

o **Functionality can be prioritised** - complex components can be started early and pushed through to testing.

o **Flexibility in requirements** - business change can be easily managed and incorporated into the system without the necessity for re-work.

Business Review

The purpose of the Business Review is to obtain early identification of issues within the developed solution that will impact the business. The Business Review is conducted on the changing application(s) to ensure that it meets the business requirements prior to commencement of Acceptance testing within the UAT test environment.

The Business Review is generally conducted by the end users at the same time as the last cycle of System Test and in the System Test environment. The Business Review is normally a relatively informal event. For example, the end users may not have any formal test cases to execute, but may just want to review some front-end screens. The Business Review is highly recommended, as it allows the end users to have earlier visibility of how the system is working prior to the commencement of formal UAT.

User Acceptance Testing (UAT)

This will be carried out on the UAT environment. Test scripts will be developed in conjunction with the Customer Lead Tester, these scripts will be used to validate and sign off on UAT at each phase of the project. Execution of the UAT test scripts will be performed by the Client. Any issues

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or change requests should be reported to the EMEX Project Team supporting the solution for investigation. EMEX will co-ordinate any incident fixes that are required.

Although not normally required, EMEX can provide additional resource to assist the Client with the planning, coordination and execution of User Acceptance Testing.

Training

Training will be delivered in line with the agreed training plan and approach. EMEX Training professionals will run either user or train the trainer courses using the appropriate training materials that have been customised in line with the agreed functionality set out in the Configuration Specification.

Go-Live

In advance of transitioning the solution into production EMEX will produce detailed implementation plans to cover all steps required to deploy the system into the production environment. It is expected that deployment to production will follow a similar plan as followed for deployment to the System Test or UAT environments. This will allow the implementation plan to be validated and refined as the project progresses and reduce risk that any inaccuracies or errors exist within the implementation plan by the time the system is to be deployed to production. Prior to the transition, a Communication Plan will be issued, which will highlight all activities associated with the deployment along with timelines and any resourcing needs.

Operation

The goal of the Operation phase is to transition the customer from the implementation project into on-going support following a successful go-live. The deliverables for this phase include final project and software related documentation, project review documentation, and on-going support contracts. At the end of this phase, the project will be transitioned to the customer and on-going support

Project Management Services

The response to this is covered by our detailed answer to the Implementation Services question.

Maintenance and Support

Emex is designed to be a 99.9% uptime application and this is supported by our hosting partner and their unrivalled uptime guarantee.

Emex support services provide online and telephone support for clients. Frontline user support is provided by the client.

Response times are covered by our contract and can be negotiated as part of the overall commercial arrangement.

Advanced Technology

Browser - Emex operates on all popular browsers including Chrome, Internet Explorer, Mozilla, and Safari.
Disaster Recovery - Emex/Azure provides a full disaster recovery service as part of the SaaS offering.

IOS/Android Etc - Emex is a HTML 5 enabled application and this ensures it compatibility with all popular mobile operating platforms including Android, IOS etc.
LaserFiche - Emex can accept scans of documentation and Laser Fiche can is integrated into the system once they are converted to a common graphic or PDF format.

Optional Software Modules

Emex offers a full Environmental Management suite of products to measure and track the environmental impact of a client's operations. In additional to this, we have observational safety module which makes a significant improvement to the risk profile and outcomes of clients.

Hosted and SAAS Details

Emex is offered as a hosted solution with our hosting partner - Microsoft Azure. In addition to this we can allow clients to host the system internally on their own servers.

Query Reporting Tools

Emex comes as standard with a full reporting and dashboarding suite. This will allow you to create reports and query the database.

In addition to this, regular queries and reports can be created and saved as a search group allowing users to run reports with "one-click". For example - A regular report of security incidents for a school district for the previous rolling 6 months can be automated into a "one-click" report.

Document Ends

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

SOLICITATION NO: PAX0137

DATE ISSUED: 07/25/16

COMMODITY/SERVICE DESCRIPTION: SAFETY MANAGEMENT SYSTEM

COMMODITY CODE: 23498

PRE-PROPOSAL CONFERENCE TIME AND DATE: 08/10/2016, 12:00 PM, Local Time

LOCATION: Communications and Technology Management Riverside Room 321, 1124 South I-35, 3rd floor, Austin, TX 78704

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

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 974-3058
E-Mail: sai.xoomsai@austintexas.gov

PROPOSAL DUE PRIOR TO: 08/23/2016, 2:00 PM, Local Time

PROPOSAL CLOSING TIME AND DATE: 08/23/2016, 2:15 PM, Local Time

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

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

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

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

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0137	Purchasing Office-Response Enclosed for Solicitation # PAX0137
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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	9
0500	SCOPE OF WORK	42
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	Technical Reference Model	6
Attachment B	Technical Standards	11
Attachment C	Price Proposal	2
Attachment D	Proposal Exception Form	3

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

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

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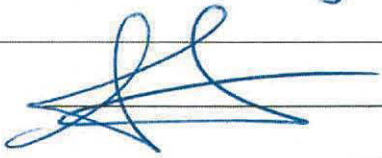
<div align="center"><u>INTERESTED PARTIES DISCLOSURE</u></div>

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by

the authorized agent of the Business Entity with acknowledgment **that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

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

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

Company Name: _Redquartz LLC (t/a Emex)_

Company Address: _2637 E Atlantic Blvd, Pompano Beach_

City, State, Zip: _# 37470 Florida_

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _Simon Kelly_

Title: _Director_

Signature of Officer or Authorized Representative:

Date: _21/9/2016_

Email Address: _SKELLY@EMEX.COM_

Phone Number: _+ 355 353 87 231 8990_

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

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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.

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

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.

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.

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

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.

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. 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. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

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

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

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

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)**

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".

CITY 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 sai.xoomsai@austintexas.gov no later than close of business on 08/12/16.

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

          (b)   Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

          (c)   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

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

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

          (a)   Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

          (b)   Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage

          (c)   The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

3.   **TERM OF CONTRACT:**

A.   The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

C.   Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D.   Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4.   **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

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

    Invoices shall be email to the below address:

	City of Austin
Department	Communication Technology Management Department
Attn:	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

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. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

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

   A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

   B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

   C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

   D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

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

   A. Access to the City Departments building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the

Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B.   Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C.   Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D.   The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E.   The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

9. **ECONOMIC PRICE ADJUSTMENT:**

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

B.   **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C.   **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D.   **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

   i.   The following definitions apply:
   (1)   **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2)   **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3)   **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4)   **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

    (5)   **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii.   **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    (1)   Utilize final Compilation data instead of Preliminary data
    (2)   If the referenced index is no longer available shift up to the next higher category index.

iii.   **Index Identification:** Complete table as they may apply.

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

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

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

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

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

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

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

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

11.   **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A.   **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor

agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

12. **SOFTWARE TERMS:**

   A. In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

   B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.

   C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

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

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

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

F. Data Location: The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

G. Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

H. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except

(1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

I. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.

3. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

4. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.

6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

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

J.   Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

K.   Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

L.   Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

M.   Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

N.   Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

O.   Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

P.   Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

Q.   Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data withing the possession of control of service provider.

R.   The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

S.   The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall:
(1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach,
(2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

T.   Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications

to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

U. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

V. **Web Services**: The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.

W. **Encryption of Data at Rest**: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

13. **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:

Mike Turner, Division Manager Quality Assurance

Mike.Turner2@austintexas.gov

(512) 974-9739

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

0500 SCOPE OF WORK TABLE OF CONTENTS

1.0 PURPOSE

1.1 Purpose of Request for Proposal
The purpose of this Request for Proposal (RFP) is to obtain an Employee Occupational Safety System (EOSS) including software licensing and implementation services to support various City of Austin (City) departments. The Successful Proposer (Contractor) will provide the software application, training, and successful configuration and implementation of the solution. This system will be used to allow better cross communication and reduces the system compatibility issues that currently hinder the City.

The following departments will be utilizing the system:
- Austin Resource Recovery (ARR)
- Austin Code Department (ACD)
- Health and Human Services Department (HHSD)
- Animal Services (ASO, HHSD Safety)
- Emergency Medical Services (EMS)
- Building Services Department (BSD)
- Parks and Recreation Department (PARD)
- Austin Convention Center (ACCD)
- Public Works Department (PWD)
- Austin Public Library (APL)
- Human Resources Department (HRD)
- Austin Fire Department (AFD)
- Austin Water (AWU)
- Austin Police Department (APD)

1.2 Business Goals

The City is seeking an Environmental, Health and Safety, and Quality management software solution to help citywide departments improve performance, mitigate risk and maintain compliance as it relates to employee safety issues. The project goal is to combined as many City departments into one safety system in order to maximize the usage of the centralized database information.

The City's Enterprise Architectural team has developed detailed use cases and sequence diagrams which will be used as the system's functional requirements as part of this RFP.

The following recognized needs will be included as a basis for identification of a vendor to provide this employee safety system solution:

Internal Business Goals:
- Administer Safety Training
- Establish Incident Report
- Implement Corrective Safety Action
- Manage Drivers License Verification
- Manage Safety Incentive Program
- Manage Department-Level Worker Compensation
- Perform Incident Investigation
- Perform Safety Inspection and Audits
- Respond to Drug and Alcohol Test Request

External Business Goals:
- Cost Beneficial
- Historical Data Capture
- Single System Functionality
- Comprehensive Capture of Customer Needs
- Upgradable
- Data Security
- SMBR Participation (As Appropriate)

2.0   DESCRIPTION OF EXISTING SYSTEM

Current System Environment

Currently, each City Department uses a standalone work management system that operates individually within itself. These systems cannot communicate with each other or any of the City work management systems to include TRAIN and City's HR system.

The current safety system consists of multiple Access databases that are focused on specific safety areas monitored by the City departments. The main safety areas are listed below:

- Employee collision data
- HR safety related data
- HR Employee historical data
- Safety training data

The systems being used today consist of employee historical data. This data is currently maintained using multiple Excel spreadsheets:

- Safety incentive programs
- Industrial hygiene programs

3.0   PROJECT SCOPE

3.1   Summary

The City has made a good faith effort to identify the minimum functional and technical requirements of the entire system. However, the Contractor shall work with the City to review and refine the City's requirements. The Contractor shall conduct a thorough gap-analysis between the City's functional and technical requirements and the system technologies proposed. Using the gap-analysis results, the Contractor and the City shall review and consult to identify deficiencies. The Contractor shall be responsible for making any required modifications or customizations to the system, subject to approval by the City.

Services and products necessary to implement an EOSS that meets the business objectives of the City and conforms to the requirements and constraints as described in this RFP including, but not limited to:

1. Project management
2. Definitions of roles, responsibilities, and skillsets required to implement and maintain solution
3. Architecture assessment, capacity planning and recommendations
4. Software licensing
5. Hardware recommendations
6. Development, Test and Production environments
7. Solution customization and configuration
8. Technical Design documentation
9. Integration with City enterprise systems as appropriate
10. Test Plan and testing
11. Performance testing and tuning
12. Defect resolution
13. User acceptance testing support
14. Implementation and stabilization
15. Maintenance and support
16. Training
17. Knowledge transfer
18. Product documentation
19. Disaster Recovery plan
20. Archiving and records retention procedures
21. Change management processes

The City will provide network infrastructure and facilities to support the solution (unless Vendor hosted). The Contractor shall furnish and install a fully functional system that meets the objectives specified in a negotiated contract. The City and Contractor responsibilities are noted below. The final contract will dictate specifics of the Scope of Work (SOW) for both theCity and Contractor.

3.2   Contractor's Responsibilities

The Contractor shall:

1. Be responsible for all set-up, configuration and testing of the solution to meet the needs of the City's functional and technical requirements as described in this RFP.
2. Review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

3. Be responsible for designing, configuring, constructing and testing all interfaces between systems.
4. Upon the completion of each interface, provide the City with documented dependencies between the systems along with specific guidelines for maintaining connectivity and up time.
5. Submit a detailed statement of work prior to proceeding with system implementation. The statement of work shall outline each phase of the implementation process through post go-live support. Provide clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work shall be approved and signed by the City Project Manager (CPM) prior to beginning the system implementation.
6. Provide a project manager that will report to the CPM. The Contractor's project manager shall be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
7. Develop and maintain a project schedule for the duration of the project. The schedule shall be submitted with the statement of work and shall be approved by the City project sponsor. The schedule shall include detailed steps of the project through post go-live support. Milestones and project risks shall be outlined in the schedule.
8. Assist the City in determining standardized reporting needs and lead the development/configuration of the reports necessary to support business functions.
9. Install any software necessary to support design, configuration, and testing. Contractor's personnel that will be responsible for installing the software shall have the appropriate certifications.
10. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
11. Provide testing support to assist the City to define and meet the Requirements and provide recommendations for testing.
12. Provide comprehensive training, including but not limited to system administration, system configuration, plan review processes, workflow, report writing, and any other process necessary to effectively administer and utilize the system.
13. Rectify any deficiencies noted by the Communications and Technology Management (CTM) Security Officer prior to system operation.
14. Demonstrate that the configured software meets the project requirements so that City may review and approve it.

3.3   City 's Responsibilities

The City's personnel will be responsible for connecting the Contractor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the CTM, and other individual departments as necessary.

The City will provide:

1. Project prioritization and scheduling with the Contractor's project manager
2. Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.
3. Related documentation and/or access to appropriate technical resources
4. Issue identification, prioritization, communication to Contractor support staff
5. Scheduling and coordinating of regular project team meetings and work sessions as needed
6. Office space for Contractor project management or technical resource staff, if needed
7. Facilities, including telephones, personal computer hookups, and access to copy and fax machines

8. Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment
9. Conduct acceptance testing with assistance, if necessary, by Contractor
10. Review and approval of milestones, deliverables, status reports and invoices

3.4   Ongoing Service Agreement and Warranty

1. Ongoing Service Agreement

   Ongoing Service Agreement shall include the following:

   - Technical Support
   - System Updates/Maintenance/Repairs/Patches
   - Training and Documentation
   - Functional Training and Software Training as needed for designated end-users
   - Train-the-Trainer Training as needed for designated City staff
   - Routine Maintenance Training as needed and appropriate for designated ARR and other City fleet maintenance staff
   - Documentation (User/Operator Manuals, Training Manuals, Maintenance Manuals, Quick Reference Guides)

2. Warranty

   The Contractor's warranty period(s) shall not commence until after the equipment is installed, deployed, and accepted by the City. (Each warranty period shall commence on date of acceptance by the City.)

3. System Testing Requirements

   The Contractor shall complete extensive verification and validation testing of the proposed upgrades. Completion of all testing shall be subject to approval by ARR. The Contractor shall be responsible for developing the test plans, test procedures, test cases, test scripts, and shall provide testing tools for the tests listed below:

4. Unit testing
   - Integration testing
   - String testing
   - Load testing
   - Environment testing
   - User acceptance testing

3.5   Progress Reports

The Contractor shall submit weekly and monthly progress reports to the City's Contract Manager, or as otherwise agreed upon between the City and the Contractor.

The progress reports shall describe significant accomplishments, issues and risks which have potential effect on schedule or costs, and plans for the upcoming week and month. The progress reports shall be adequately detailed to assure that project steps being pursued are in compliance with established and/or projected goals.

4.0   ANTICIPATED MILESTONES AND DELIVERABLES

(Note: No payment shall be made on any partially completed deliverable/milestone. Payment shall only occur as each deliverable/milestone is 100% complete and accepted by the City.)

Milestones

Ref #	Milestone	When
Milestone #1	Entire System Design and Implementation Plan (Deliverable #1).	After entire system is designed and implementation plan is presented and accepted in writing.
Milestone #2	Develop the system documentation and provide comprehensive end-user training (Deliverable #2).	After system documentation is completely developed and end-user and admin training is delivered and accepted in writing
Milestone #3	Final configuration of reports and dashboard (Deliverable #3).	After configuration of reports and dashboard is completed and accepted in writing.
Milestone #4	Entire system installed and implemented in remainder of operational fleet. (Deliverable #4).	After the system is installed, implemented, and accepted in writing.

Deliverables

Ref #	Deliverable	Description	Payout
Deliverable #1	Entire System Design and Implementation Plan.	The entire system design and implementation plan is complete and accepted in writing	15%
Deliverable #2	Develop system documentation and provide comprehensive end-user and admin training.	System documentation completely developed and end-user and admin training delivered and accepted in writing	15%
Deliverable #3	Final configuration of reports and dashboard.	Configuration of reports and dashboard is complete and accepted in writing.	10%

Deliverable #4	System installed and implemented	The system is installed and implemented	50%
Retainage	Complete system implementation.	System implementation is completed and accepted in writing	10%

5.0   TECHNICAL REQUIREMENTS

Refer to following attachments for the CTM technical requirements:

- Attachment A – CTM Technical Reference Model

  The City included the attached Technical Reference Model (TRM) to provide insight into our technical standards and operational IT environment. Please review the TRM and discuss alternative recommendations if required.

- Attachment B – CTM Technical Standards

  The City included the attached Technical Standards used by our enterprise. If the proposed solution is unable to comply with any of these standards, please explain the alternative approach or solution.

6.0 FUNCTIONAL REQUIREMENTS

Employee Occupational Safety System Functional Specifications

The following Unified Modeling Language (UML) use-case models identify the functional requirements of the City desired Employee Occupational Safety System (EOSS). The City proposed operational processes provide contextual reference and scope understanding. However, the contractor may propose alternative processes or technologies - the City encourage and are open to innovative solutions. The City prefer a Cloud (hosted) solution - i.e., Software as a Service (SaaS). The Proposer may propose a complete solution or collaborate with Cloud providers to propose SaaS solutions. The City provides a fully functional IBM Integration Bus (IIB), enterprise service bus (ESB) to include an ESB instance in our demilitarized security zone to interface with internal city applications discussed in our use-case model. The City identified the required response (performance) in each table describing interface descriptions shown on the adjacent sequence diagram.

Administer Safety Training

Select   to   enlarge...

Administer   Safety   Training
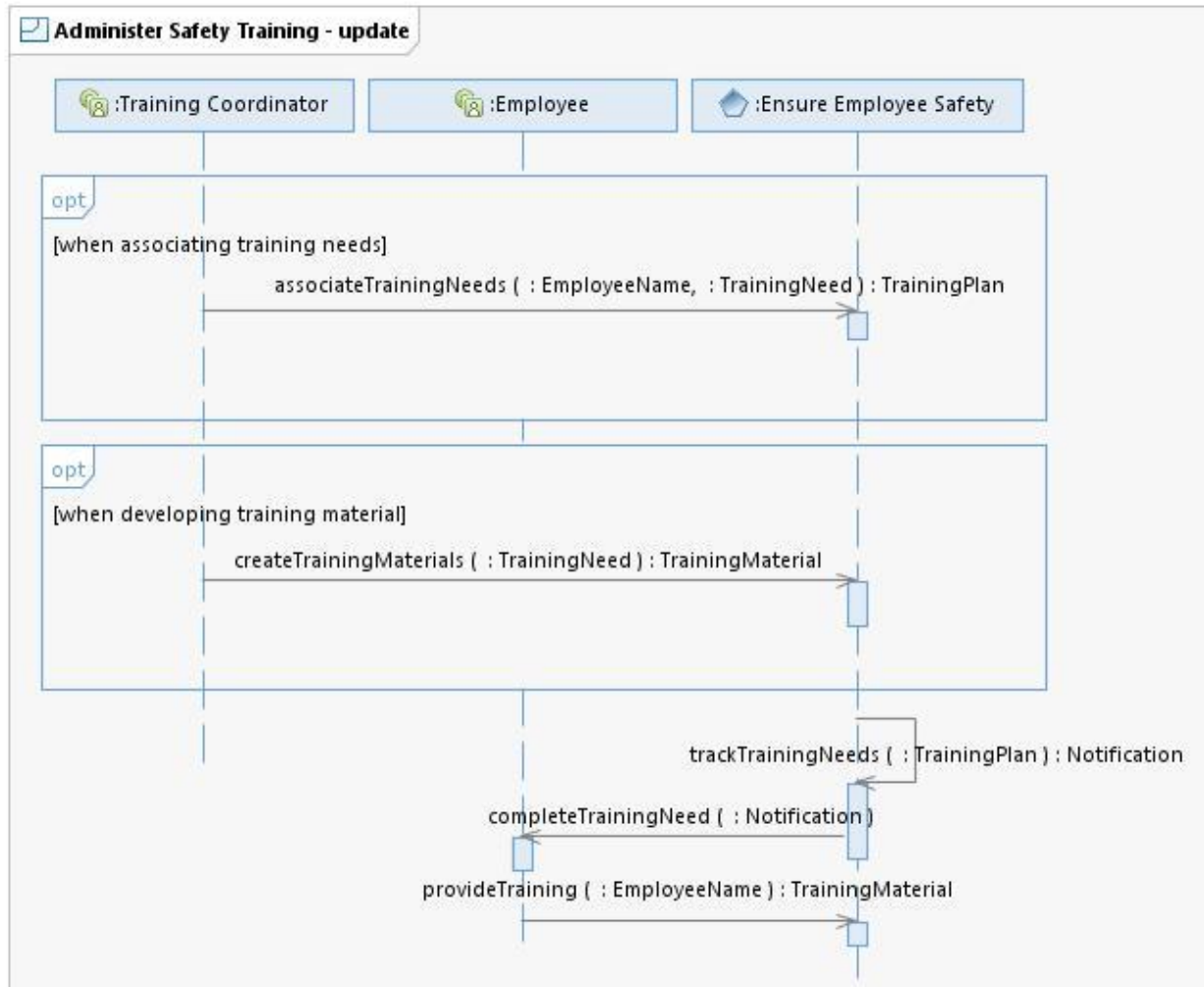Use Case Model
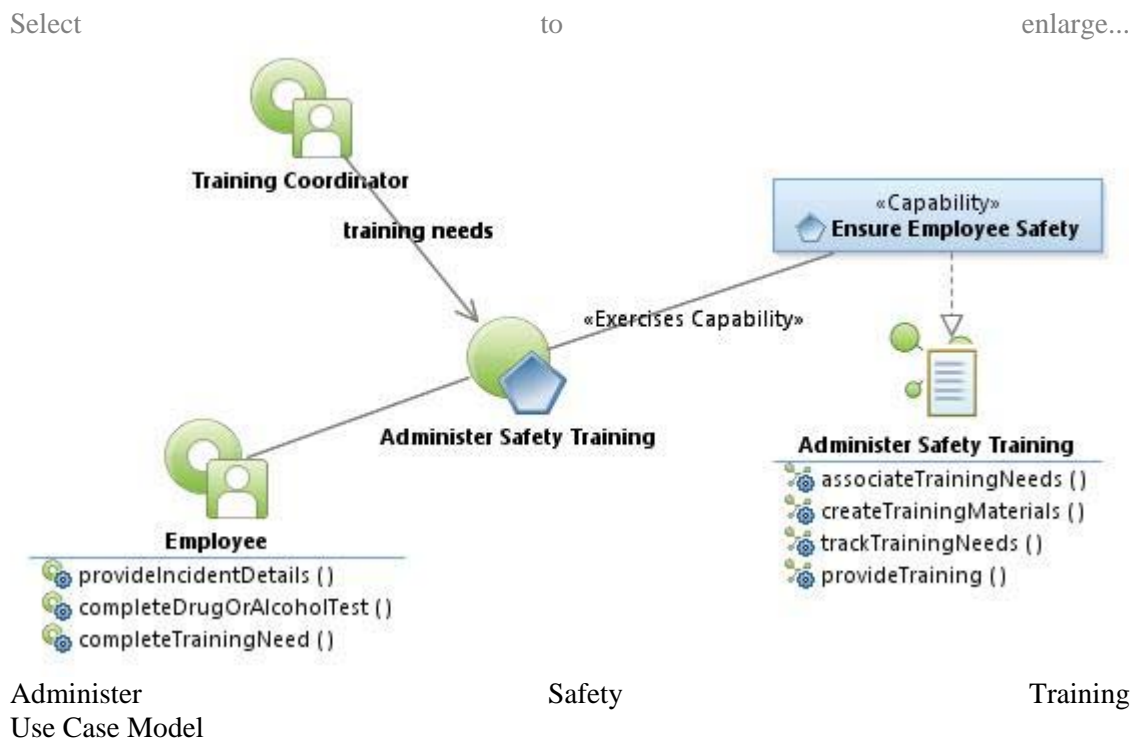
Scope: When department leadership identify training needs to accommodate corrective action, new process, standard procedures, equipment use or regulatory change, the Training Coordinator uses the system to associate training requirements (course needs, media review, testing needs, etc.) for an individual Employee performing a particular city position. Based on position types, the system identifies specific training needs and their associated time-lines to ensure proper regulatory compliance. The Training Coordinator uses the system to develop and manage training materials. Based on the Training Plan setup by the Training Coordinator, the system tracks training requirements and based on training schedule, generates regular Notifications to Employees to ensure (track) the required training occurs. The system provides Notifications to selected Employees regarding their training needs in the form of Outlook calendar items (or other equivalent indication). The Employee uses the system to accomplish computer-based training while allowing employees to enter relevant metadata for outside training accomplishments.

Administer   Safety   Training
Sequence Diagram

Interface Descriptions

| Req#	Type/Interface - Requirement Description	Required Response
01	ensure Employee Safety/associateTrainingNeeds The Training Coordinator uses the system to associate training requirements (course needs, media review, testing needs, etc.) for an individual Employee performing a particular city position. Based on position types, the system identifies specific training needs and their associated time-lines to ensure proper regulatory compliance. The system provides drill-down dashboards first presenting an overall view of training performance measures leading to non-compliant individuals or groups.	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
02	ensure Employee Safety/createTrainingMaterials The Training Coordinator uses the system to develop and manage training materials. Training materials include, but not limited to, slide presentations,	

Req#	Type/Interface - Requirement Description	Required Response
	videos, and other media needed to convey the information required - much of the training material is Sharable Content Object Reference Model (SCORM) compliant. The system includes the ability to create and manage testing material to ensure satisfactory Employee understanding. The system tracks the status of an Employee engagement such as Not Started, In Progress or Completed - includes test results if required and allows the city staff to establish pass or fail thresholds.	
03	ensure Employee Safety/trackTrainingNeeds	
	Based on the Training Plan setup by the Training Coordinator, the system tracks training requirements and based on training schedule, generates regular Notifications to Employees to ensure (track) the required training occurs.	
04	employee/completeTrainingNeed	
	The system provides Notifications to selected Employees regarding their training needs in the form of Outlook calendar items (or other equivalent indication). The system allows for alternative scheduled items such as changing dates or manual notification. The Notification aligns with the associated Training Plan established by the Training Coordinator. The system also tracks recurring training requirements such as annual or quarterly training requirements. All training status indications are editable by select department safety administrators.	
05	ensure Employee Safety/provideTraining	
	The Employee uses the system to accomplish computer-based training. Under circumstances where training occurs outside of system usage (i.e., non-computer-based training), the Employee enters the meta data about the training (i.e., test results, certificates, date accomplished, etc. into the system for performance measure and dashboard reporting.	

Establish Incident Report

Establish   Incident   Report
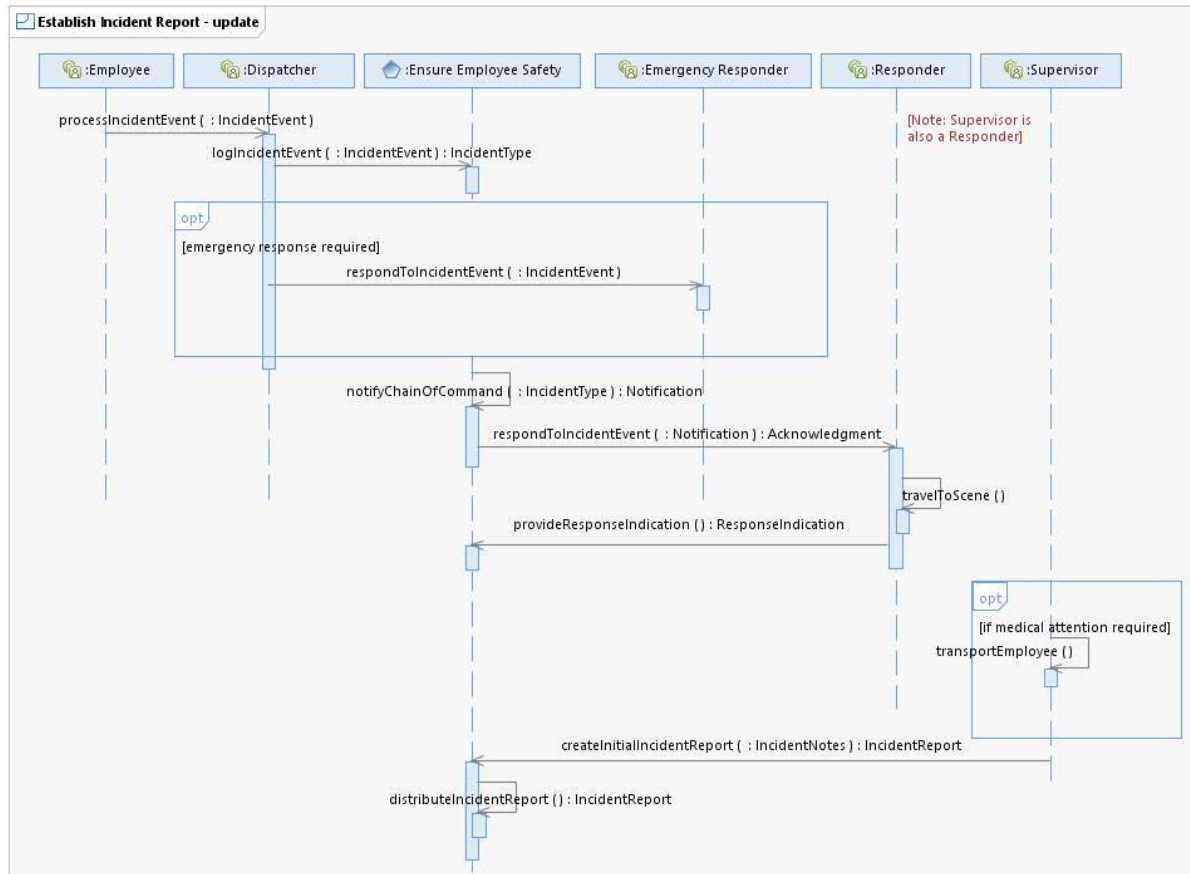Use Case Model
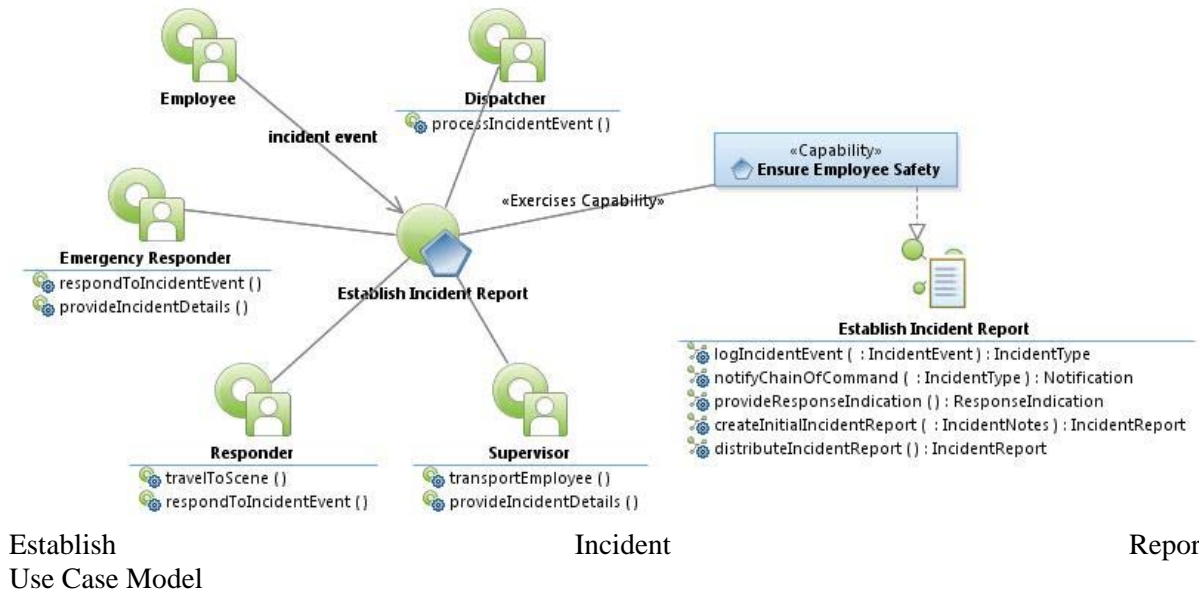
Scope: An Employee involved or witness to a reportable Incident Event calls the Dispatcher to report the initial details of the Incident Event. The Dispatcher uses the system to log the initial reported details of the Incident Event, the event location and selects from a list of Incident Types stored in the system. Depending on the Incident Event, the Dispatcher contacts the appropriate Emergency Responder. Triggered by changing status of an Incident Event and selected Incident Type, the system automatically notifies a predefined chain of command and Responders via email, text, pager message depending on profile setup and configuration. The identified Responder acknowledges receipt of the Incident Event (in the Notification) and travels to the notified location. Using a mobile device, the identified Responder indicates arrival on scene by selecting a link in the Incident Event Notification and the system provides status indication to the Dispatcher. Depending on the disposition of the Employee, the Supervisor ensures Employee medical attention by escorting or following the emergency response team to medical treatment facility. Using a mobile device, the system provides the Supervisor a template form to create the initial Incident Report criteria details. Previous information already created by the system such as Incident Event information already logged by the Dispatcher, Acknowledgment and Response Indication pre-populate the Incident Report form. Once the Incident Report is complete, the Supervisor submits the Incident Report. Based on the Incident Type, the system distributes the Incident Report to designated recipients.

Establish   Incident   Report
Sequence Diagram

Interface Descriptions

Req#	Type/Interface - Requirement Description	Required Response
06	dispatcher/processIncidentEvent An Employee involved or witness to a reportable Incident Event calls the Dispatcher to report the initial details of the Incident Event. An Incident Event may include a fire, a collision, injury, or other serious condition that may relate to the safety of the Employee or the public. The incident may include an Employee behavioral safety concern.	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
07	ensure Employee Safety/logIncidentEvent The Dispatcher uses the system to log the initial reported details of the Incident Event, the event location and selects from a list of Incident Types stored in the system. Incident Types may include (but not limited to) a fire, vehicle collision, work related injury, or other high-risk immediate action item, etc. Approved City staff may add or remove Incident types (enumeration).	

| Req#	Type/Interface - Requirement Description	Required Response
08	emergency Responder/respondToIncidentEvent	
	When Incident Event requires emergency response, the Dispatcher contacts the appropriate Emergency Responder such as (but not limited to) police, fire, emergency medical technician or other emergency response resources requiring immediate dispatch. The system provides for minimum response time.	
09	ensure Employee Safety/notifyChainOfCommand	
	Triggered by changing status of an Incident Event and selected Incident Type, the system automatically notifies a predefined chain of command and Responders via email, text, pager message depending on profile setup and configuration. The Notification distribution uses business rules based on the Incident Type selected. The system provides the ability for approved city staff to modify the distribution and business rules associated with the Notification distribution for each Incident Type. Notifications may include non-Responders and edited to include or remove selected city staff.	
10	responder/respondToIncidentEvent	
	The system sends a response Notification to the Responder in the form of a text message, email, or page depending on the system Notification business rules. The Notification includes the Incident Event logged by the Dispatcher. Incident Type indication entered by the Dispatcher establishes Responder. The Responder might include Fire Safety Chief, Safety Investigator, Fleet, selected members of the chain of command, and the Supervisor depending on the business rules established by the Incident Type indication. The system ensures acknowledgment to inform the Dispatcher on Responder status.	
11	responder/travelToScene	
	The identified Responder acknowledges receipt of the Incident Event (in the Notification) and travels to the notified location. Technology opportunity - The Notification could include a link to the location address that resolves to a navigational map to guide the Responder to the Incident Event location.	
12	ensure Employee Safety/provideResponseIndication	
	Using a mobile device, the identified Responder indicates arrival on scene by selecting a link in the Incident Event Notification and the system provides status indication to the Dispatcher. Technology opportunity - using the geospatial information on a mobile device, the system automatically communicates response indication when arriving on scene to the system providing status indication to the Dispatcher. Otherwise, the Responder calls or radios the Dispatcher indicating arrival on the scene.	
13	supervisor/transportEmployee	

Req#	Type/Interface - Requirement Description	Required Response
	Depending on the disposition of the Employee, the Supervisor ensures Employee medical attention by escorting or following the emergency response team to medical treatment facility. For a requested drug or alcohol test, the Supervisor transports the Employee to designated medical facility for all test Types except pre-employment (Employees will transport themselves for pre-employment tests).	
14	ensure Employee Safety/createInitialIncidentReport	
	Using a mobile device, the system provides the Supervisor a template form to create the initial Incident Report criteria details. Previous information already created by the system such as Incident Event information already logged by the Dispatcher, Acknowledgment and Response Indication pre-populate the Incident Report form. The system allows for information saves and edits during multiple sessions until complete and ready for submission. The system allows for the transfer of collected notes to be included in the report.	
15	ensure Employee Safety/distributeIncidentReport	
	Once the Incident Report is complete, the Supervisor submits the Incident Report. Based on the Incident Type, the system distributes the Incident Report to designated recipients. The distributed message may include a link to the report instead. The system provides the ability for selected city staff to create and modify distribution rules based on Incident Type. In addition, the Supervisor may include additional distribution recipients not already identified by the system.	

Implement Corrective Safety Action

Implement Corrective Safety Action
Use Case Model
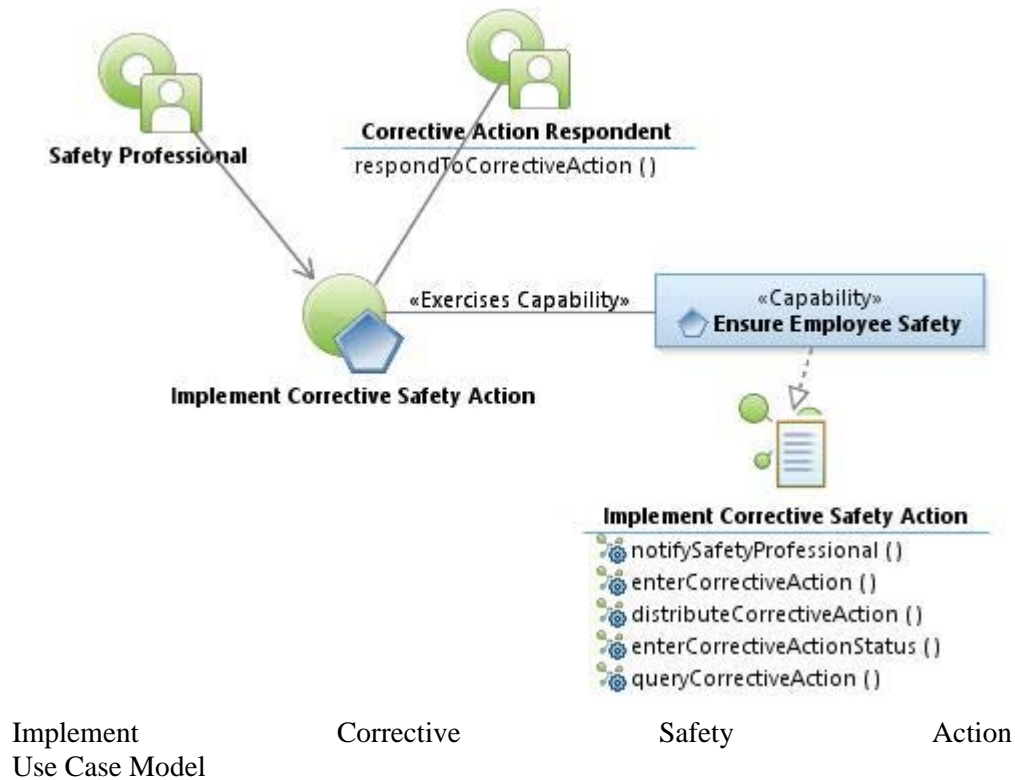
Scope: For some Incident Events, the Safety Investigator enters Suggested Corrective Actions. This triggers a Notification to the department specific Safety Professional to ensure appropriate corrective safety action. Otherwise, using the system, a Safety Professional enters a Corrective Action and associates the action with a predefined Distribution List. The Distribution List is definable by selected city staff. For identified Corrective Action Respondents, the system sends an action Notification with the details of the Corrective Action required. The Notification also includes delinquent Corrective Actions. The Corrective Action Respondent uses the system to enter the status of the desired Corrective Action.

Implement Corrective Safety Action Sequence Diagram

Interface Descriptions

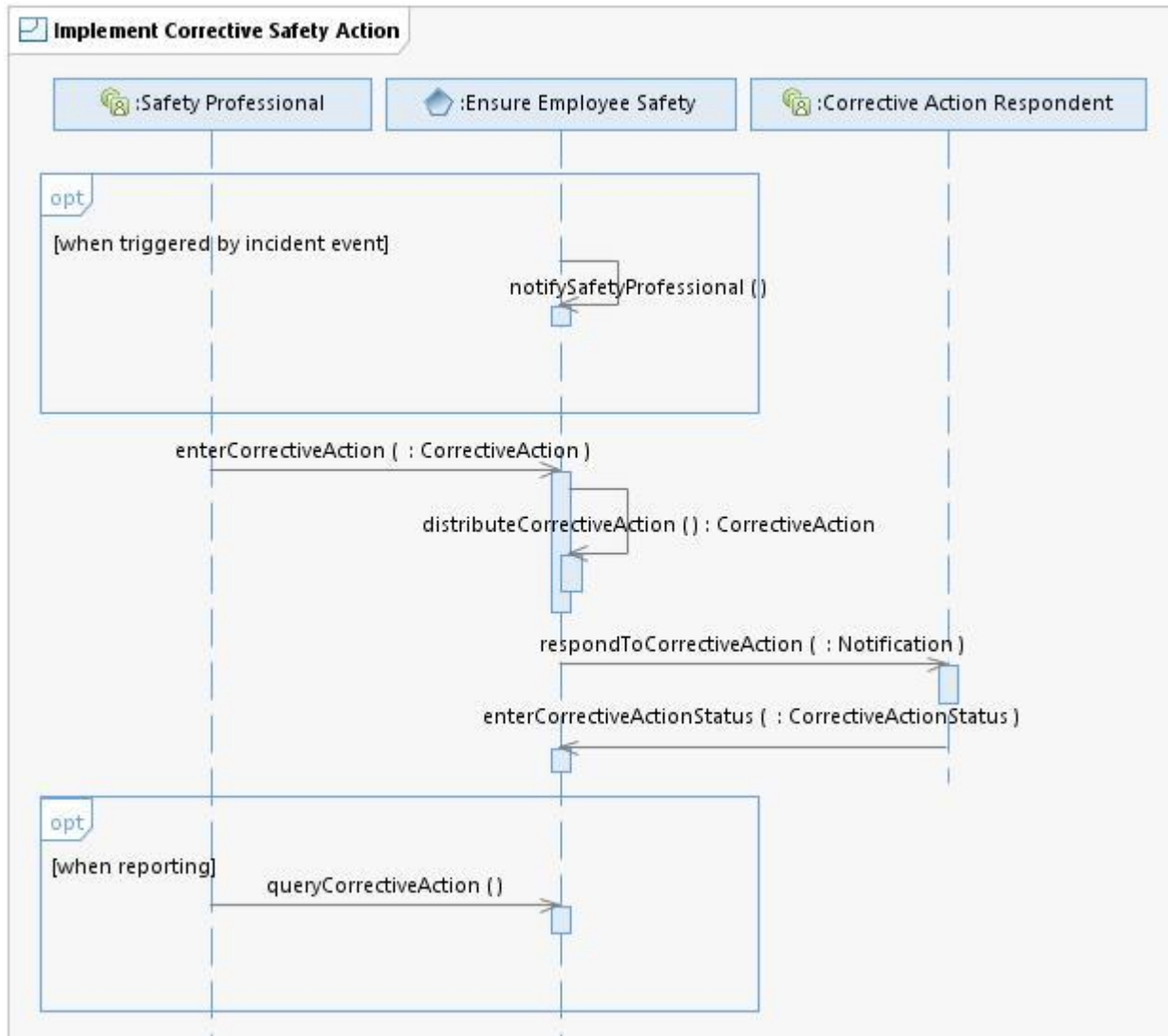| Req#	Type/Interface - Requirement Description	Required Response
16	ensure Employee Safety/notifySafetyProfessional	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	For some Incident Events, the Safety Investigator enters Suggested Corrective Actions. This triggers a Notification to the department specific Safety Professional to ensure appropriate corrective safety action.	
17	ensure Employee Safety/enterCorrectiveAction	
	Using the system, a Safety Professional enters a Corrective Action and associates the action with a predefined Distribution List. The Distribution List is definable by selected city staff.	

Req#	Type/Interface - Requirement Description	Required Response
18	ensure Employee Safety/distributeCorrectiveAction	
	The system provides selectable Distribution List used to notify various staff members regarding the status of Corrective Action and action needed to complete requested Corrective Action.	
19	corrective Action Respondent/respondToCorrectiveAction	
	For certain identified Corrective Action Respondents, the system sends an action Notification with the details of the Corrective Action required. The Notification also includes delinquent Corrective Actions - i.e., actions not completed within the time specified in the Corrective Action.	
20	ensure Employee Safety/enterCorrectiveActionStatus	
	The Corrective Action Respondent uses the system to enter the status of the desired Corrective Action. Only the Safety Professional who entered the Corrective Action can close the safety action request. Corrective Actions may include modify or clarify standard operating guidelines, replace equipment, additional training needs, etc.	
21	ensure Employee Safety/queryCorrectiveAction	
	Selected staff use the system to query corrective actions by employee, supervisor, work group or type of corrective action.	

Manage Department-Level Worker Compensation
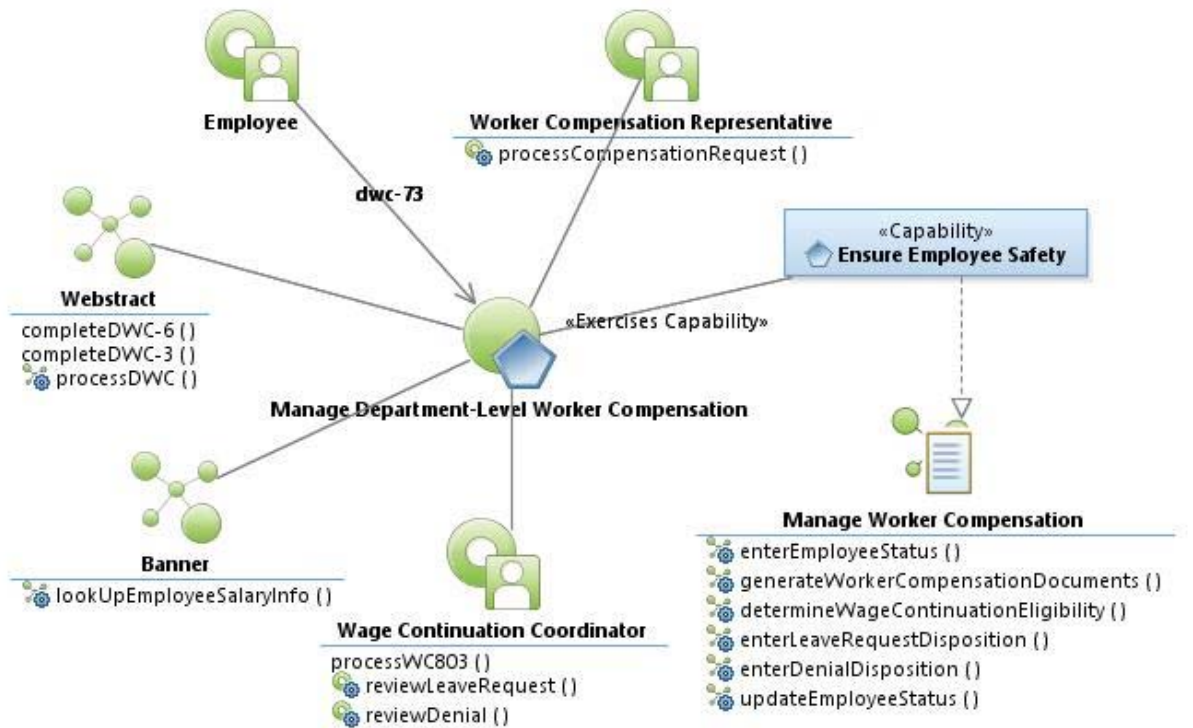
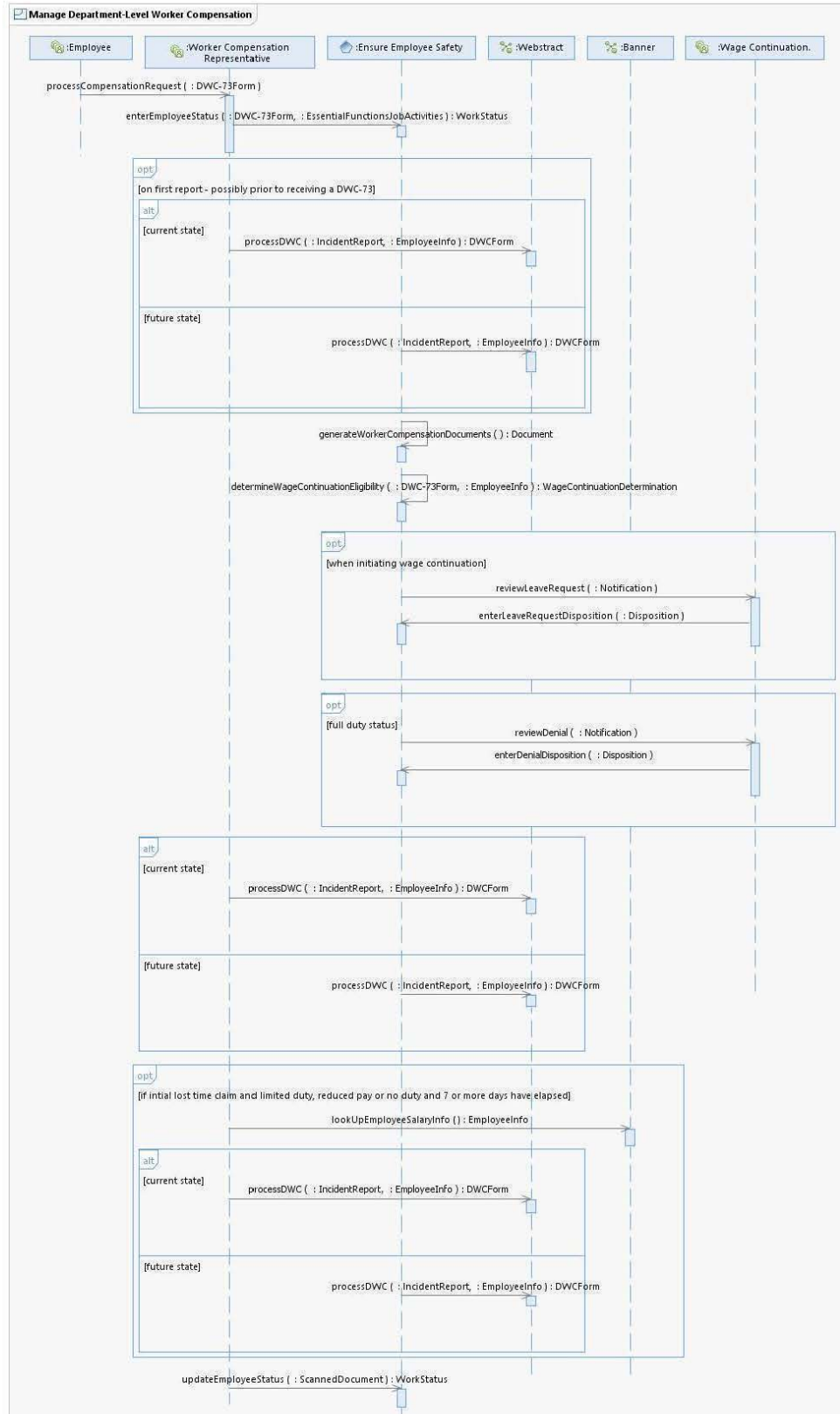Manage   Department-Level   Worker   Compensation
Use Case Model

Scope: When an Employee is injured on the job or a change in work status occurs based on a previous injury, the Employee provides the Worker Compensation Representative a completed DWC-73 form. The Worker Compensation Representative uses the system and information on the form to create and/or update a Worker Status. When the Employee gains full work status, the Worker Compensation Representative uses the system to create a WC803 Denial Form for processing by the Human Resources Wage Continuation Coordinator. The Worker Compensation Representative uses Work Status information and Webstract to create a DWC-6 form. For certain claims, the Worker Compensation Representative uses Banner to look up Employee salary information. This information is used by the Worker Compensation Representative to create a DWC-3 form using Webstract. The Worker Compensation Representative sends DWC-73, 6, 3 forms depending on the disposition of the Employee to a Third Party Administrator for claims processing. Using the system, the Worker Compensation Representative scans relevant documentation for inclusion with the Employee Work Status.

Manage Department-Level Worker Compensation Sequence Diagram

Interface Descriptions

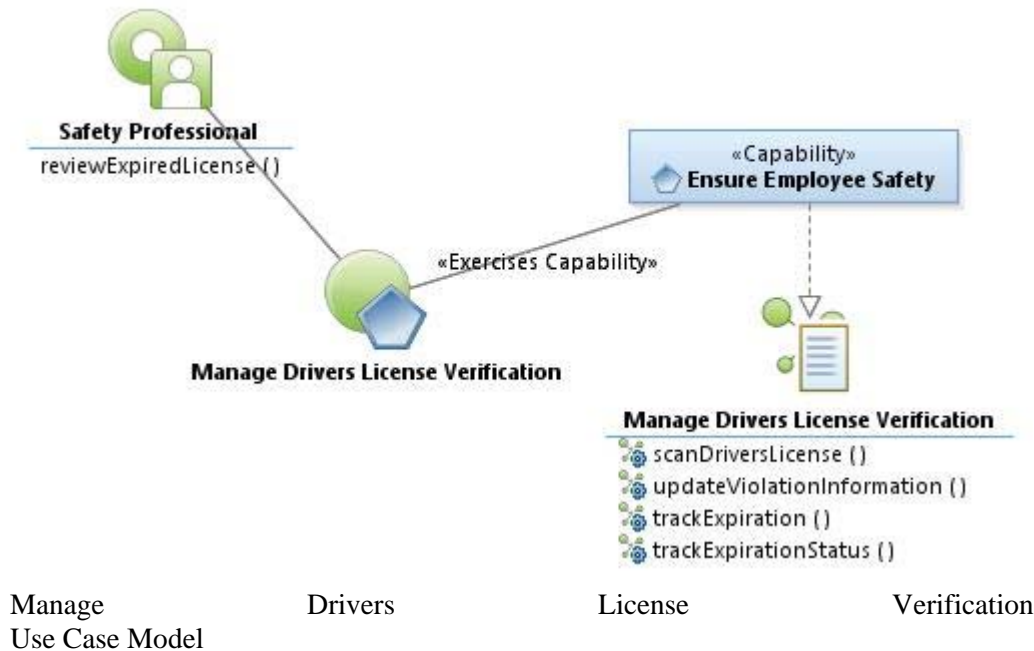| Req#	Type/Interface - Requirement Description	Required Response
22	worker Compensation Representative/processCompensationRequest	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	Although most medical organizations use a DWC-73 form to provide release from duty due to medical condition, any medical release from an authorized medical provider on the initial visit can take the place of the DWC-73 form. Employee and Worker Compensation Representative coordinate the proper documentation to include medical restrictions, release to full duty, etc. The system uses the attribute values used by the DWC-73 form.	
23	ensure Employee Safety/enterEmployeeStatus	
	Based on relevant attributes of the DWC-73 form, the Worker Compensation Representative uses the system to create an Employee Work Status. The Employee Work Status associates to Essential Function Job Activities. The System provides the ability to scan and attach the DWC-73 form to Employee Work Status accessible only by the Worker Compensation Representative. The system provides recognizable Employee association to Incident Event described in Establish Incident Report.	
24	webstract/processDWC	
	Throughout the process, the Worker Compensation Representative, or the system, uses Webstract to indicate the disposition of the Employee. On initial indication of injury, Worker Compensation Representative submits a DWC-1 (for first report of injury) to Webstract. This may occur on indication of DWC-73 or the Incident Event among other indications. The Worker Compensation Representative uses a DWC-6 to update Employee status (full time, part time, etc.). If initial lost time claim and limited duty, reduced pay or no duty and 7 or more days have elapsed, the Worker Compensation Representative uses a DWC-3.	
25	ensure Employee Safety/generateWorkerCompensationDocuments	
	The system generates printable workers compensation documents including DWC-1, Wage Continuation Terms and Conditions, Employee Rights and Responsibilities (Workers Compensation Form), and an optional bonafide Offer of Employment (alternate employment with acceptable Essential Function Job Activities). The Worker Compensation Representative reviews the worker compensation documents with the Employee.	
26	ensure Employee Safety/determineWageContinuationEligibility	
	Based on business rules, the system identifies if Employee is eligible for wage continuation. An employee is eligible for wage continuation if they are a regular employee, reported their injury within 24 hours (or start of the next business day) and have signed an agreement that establishes the terms and conditions and is on a limited duty or lost time status.	

Req#	Type/Interface - Requirement Description	Required Response
27	wage Continuation Coordinator/reviewLeaveRequest	
	Based on the Employee Work Status, the system identifies the disposition of the Employee to include necessary attributes of an existing WC801 (Wage Continuation Leave Request Form). The system notifies the Wage Continuation Coordinator that a Wage Continuation Leave Request requires review.	
28	ensure Employee Safety/enterLeaveRequestDisposition	
	Wage Continuation Coordinator uses the system to review the Wage Continuation Leave Request information and determines whether to wage continuation is merited. If merited the Wage Continuation Coordinator approves or denies the Wage Leave Request.	
29	wage Continuation Coordinator/reviewDenial	
	Based on the Employee Work Status, the system identifies the disposition of the Employee to include necessary attributes of an existing WC803 Denial Form. The system notifies the Wage Continuation Coordinator that a WC803 Denial Form requires review.	
30	ensure Employee Safety/enterDenialDisposition	
	The Wage Continuation Coordinator uses the system to review the WC803 (Denial Form) and takes appropriate action with the Human Resources domain. The Wage Continuation Coordinator uses the system to indicate the Disposition of the Denial.	
31	banner/lookUpEmployeeSalaryInfo	
	If an initial lost time claim and limited duty, reduced pay or no duty and 7 or more days have elapsed, the Worker Compensation Representative uses Banner to look up Employee salary information.	
32	ensure Employee Safety/updateEmployeeStatus	
	The system provides the Worker Compensation Representative the ability to scan DWC-73 forms or any other relevant documentation to be associated with the Employee Work Status throughout the process. The scanned document images are near quality of the original. The Worker Compensation Representative makes Worker Status updates as needed.	

Manage Drivers License Verification

Safety Professional
reviewExpiredLicense ()

«Exercises Capability»

«Capability»
Ensure Employee Safety

Manage Drivers License Verification

Manage Drivers License Verification
scanDriversLicense ()
updateViolationInformation ()
trackExpiration ()
trackExpirationStatus ()

Manage Drivers License Verification Use Case Model

Scope: The system aids the Safety Professional in the management of Employee driver's license when needed by Employees for certain city business. The Safety Professional uses the system to maintain scanned copies associated with Employee's safety record. Using the system, the Safety Professional uploads the State License Report. The system automatically associates traffic violation points and suspension to the identified Employee. The system provides the ability for the Safety Professional to manage expiring driver's licenses to ensure all city drivers operate with up to date driver's licenses.

Manage Drivers License Verification Sequence Diagram

Interface Descriptions

Req#	Type/Interface - Requirement Description	Required Response
33	ensure Employee Safety/scanDriversLicense	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	The system provides the ability to scan and associate a driver's license to the Employee safety record.	
34	ensure Employee Safety/updateViolationInformation	
	Using the system, the Safety Professional uploads the State License Report. The system automatically associates traffic violation points and suspension to the identified Employee. The system provides for the internal tracking of city owned point metric.	
35	ensure Employee Safety/trackExpiration	

| Req#	Type/Interface - Requirement Description	Required Response
	The system provides the ability for the Safety Professional to manage expiring driver's licenses to ensure all city drivers operate with up to date driver's licenses. The system tracks driver's license expiration dates and informs the Safety Professional and employee of driver's licenses expiring within the next 60 days.	
36	ensure Employee Safety/trackExpirationStatus	
	The system provides the Safety Professional the ability to enter Employee License Renewal Status and suspension as part of the Employee Safety Record.	

Manage Safety Incentive Program
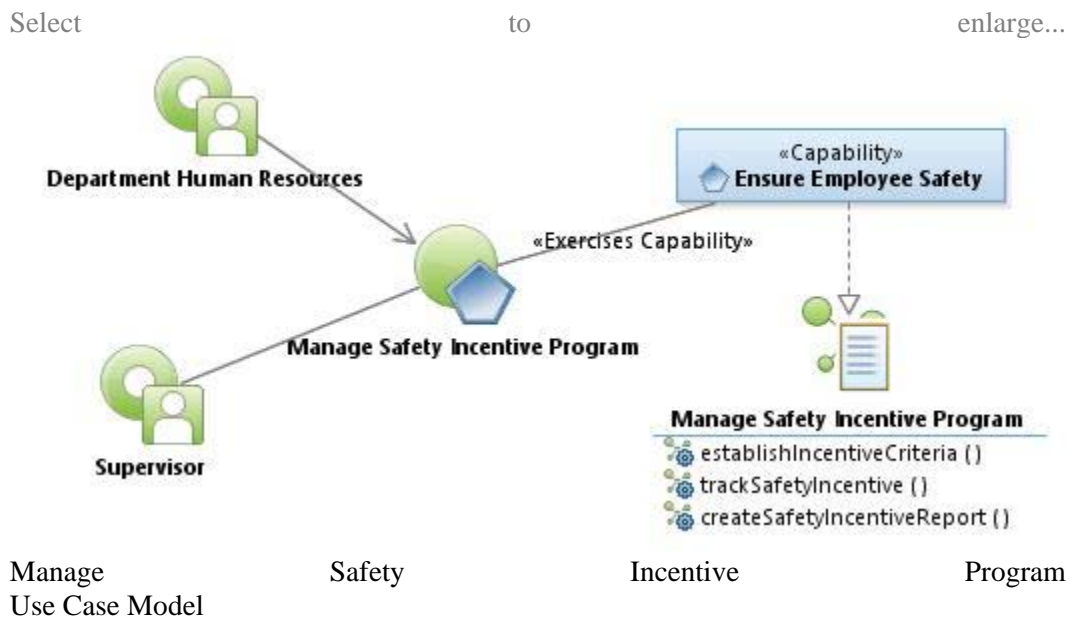
Manage Safety Incentive Program
Use Case Model

Scope: The system provides Department Human Resource representatives the ability to customize a set of criteria to establish eligibility to receive safety incentive bonus. For each city department, the system provides for a new set of eligibility criteria to apply to their safety incentive program. Incentives include a select number of documented positive behaviors that go beyond day-to-day duties. Based on safety Incentive Criteria determined by Department Human Resources, the Supervisor tracks certain modifiable elements such as positive behaviors (beyond normal) to associate with the Employee Safety Record. The Department Human Resources uses the system to generate a safety Incentive Report to identify eligible Employees to receive safety incentive bonus. The report must be in electronic format.

Manage   Safety   Incentive   Program
Use Case Model

Interface Descriptions

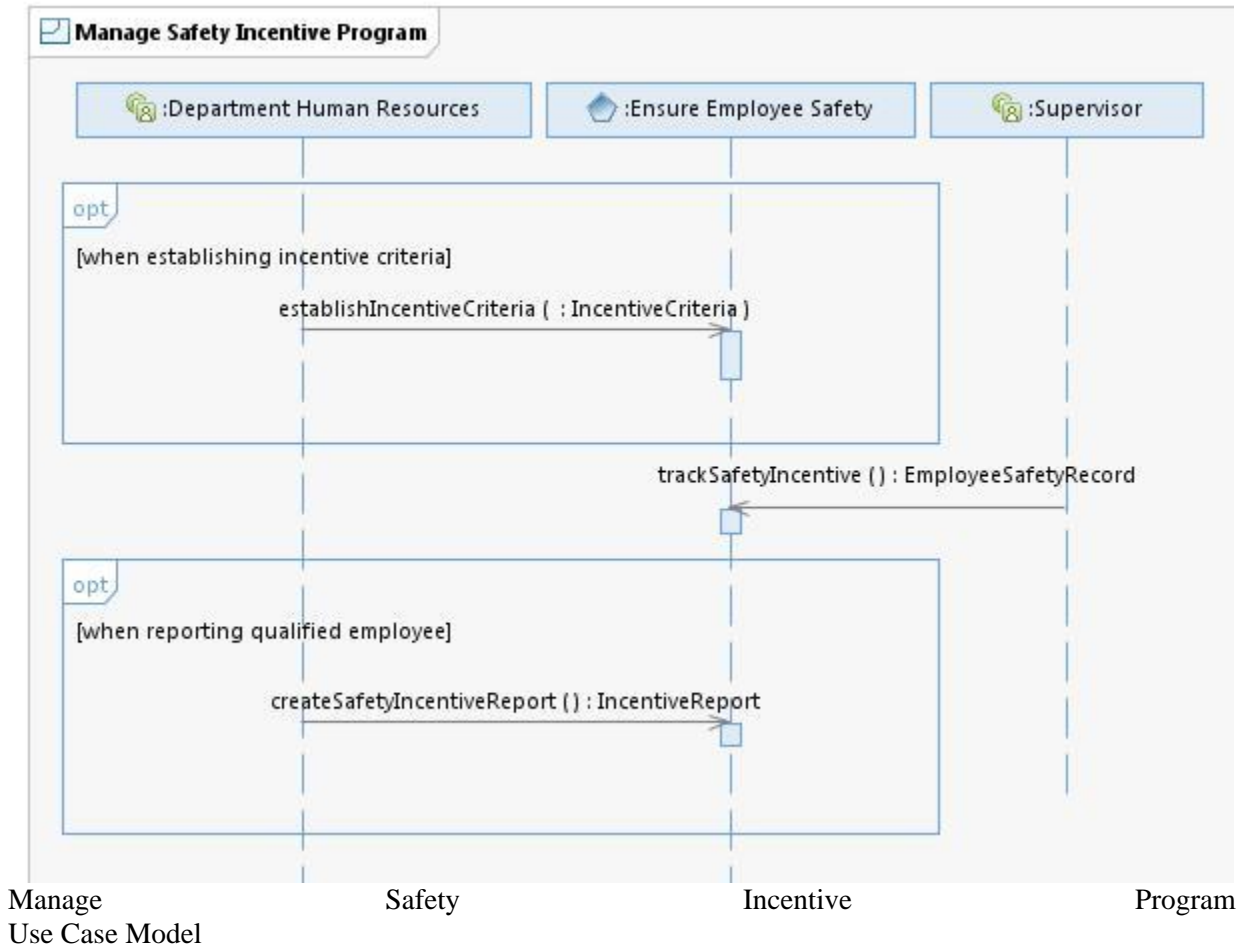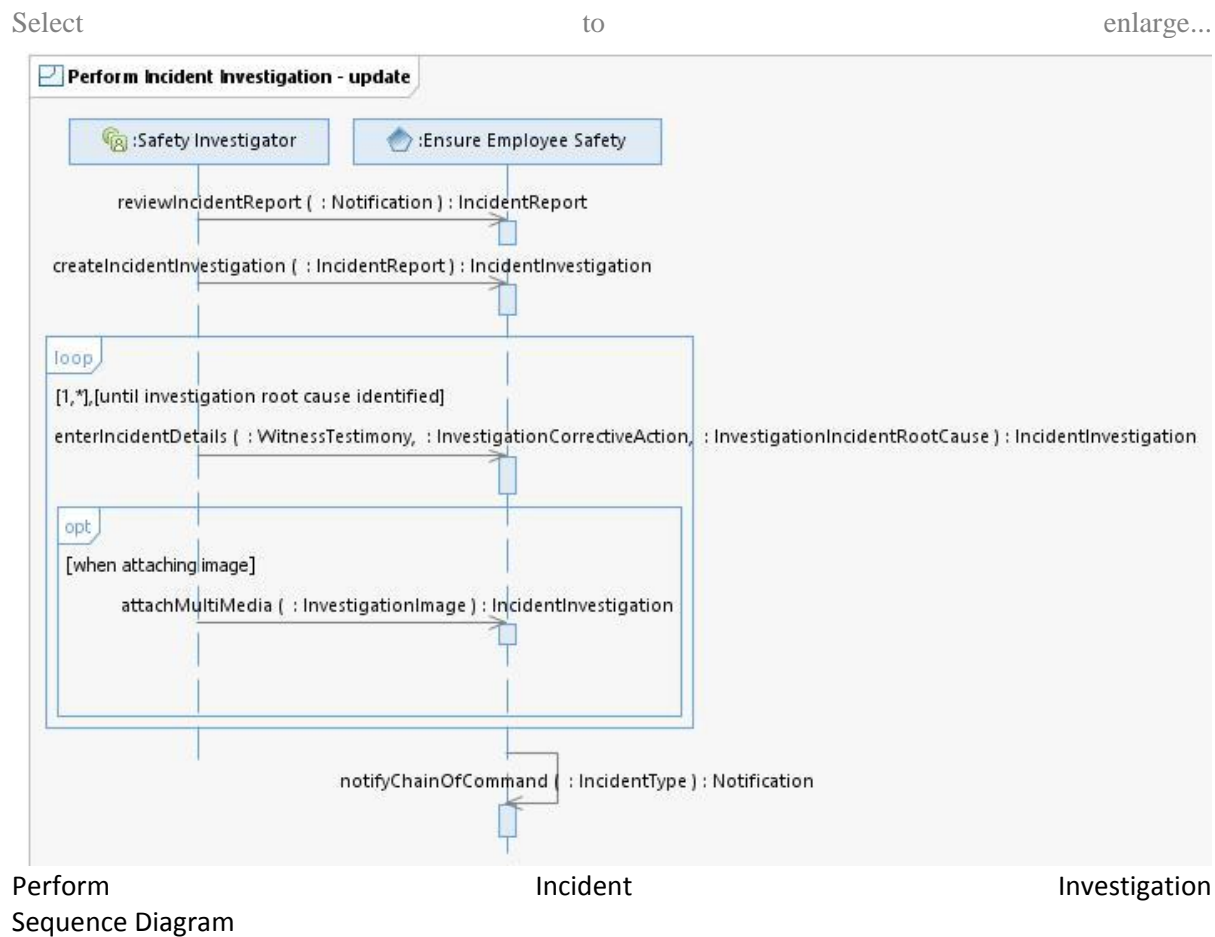| Req#	Type/Interface - Requirement Description	Required Response
37	ensure Employee Safety/establishIncentiveCriteria The system provides Department Human Resource representatives the ability to customize a set of criteria to establish eligibility to receive safety incentive bonus. For each city department, the system provides for a new set of eligibility criteria to apply to their safety incentive program. Incentives include a select number of documented positive behaviors that go beyond day-to-day duties. For example, Austin Resource Recovery (ARR) current criteria for eligibility include the following: no safety violations within inclusive time period; no preventable collisions; no positive alcohol and drug tests; timely attendance to all required safety meetings and periodic safety training; driver's license points at acceptable levels; employee license is not revoked, suspended, expired, or invalid; employee was employed for entire duration of period (based on hire date).	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
38	ensure Employee Safety/trackSafetyIncentive	

	Based on safety Incentive Criteria determined by Department Human Resources, the Supervisor tracks certain modifiable elements such as positive behaviors (beyond normal) to associate with the Employee Safety Record. The system provides the ability for the Supervisor to export current reporting period Employee Safety Record. The Supervisor uses the system to correct any data entry anomalies for supervised Employee. The Supervisor is unable to modify system controlled training events such as computer-based-training activities and resulting test results. However, the Supervisor may assist in scheduling regular training needs based on position type Incentive Criteria template established by the Training Coordinator.	
39	ensure Employee Safety/createSafetyIncentiveReport	
	The Department Human Resources uses the system to generate a safety Incentive Report to identify eligible Employees to receive safety incentive bonus. The report must be in electronic format.	

Perform Incident Investigation

Select   to   enlarge...

Perform   Incident   Investigation
Use Case Model
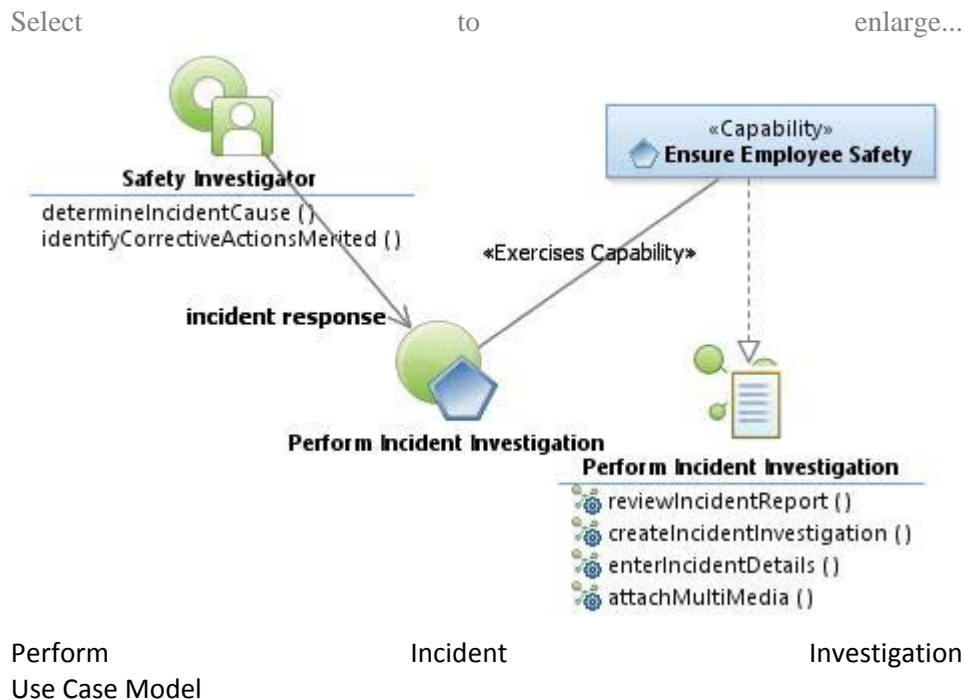
Scope: The Safety Investigator uses a mobile device to retrieve the assigned Incident Report using a link in the Notification. The Safety Investigator uses the mobile devise to review and edit the Incident Report as required to perform the investigation. The Incident Investigator uses the system to establish an Incident Investigation, which is associated to the Incident Report. The Incident Investigator uses a mobile device and the system to enter Incident Investigation information based on witness testimony. The Incident Investigator or Supervisor uses the system to attach multimedia files from Incident Event scene using a mobile device. Triggered by changing status of an Incident Event and selected Incident Type, the system automatically notifies a predefined chain of command

and Responders via email, text, pager message depending on profile setup and configuration. The Notification distribution uses business rules based on the Incident Type selected.
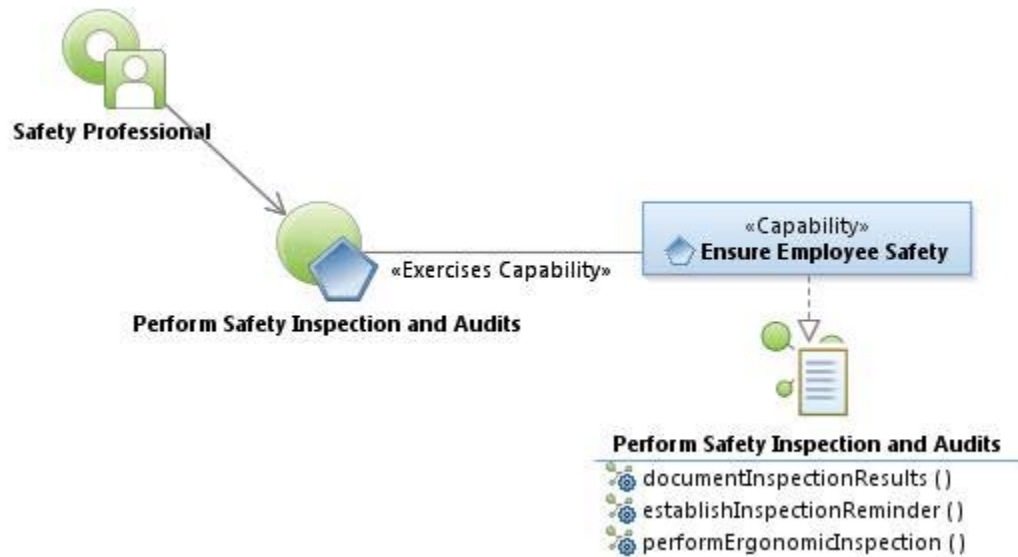
Select   to   enlarge...

Perform   Incident   Investigation
Sequence Diagram

Interface Descriptions

Req#	Type/Interface - Requirement Description	Required Response
40	ensure Employee Safety/reviewIncidentReport	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	The Safety Investigator uses a mobile device to retrieve the assigned Incident Report using a link in the Notification. The Safety Investigator uses the mobile devise to review and edit the Incident Report as required to perform the investigation.	
41	ensure Employee Safety/createIncidentInvestigation	
	The Incident Investigator uses the system to establish an Incident Investigation, which is associated to the Incident Report. The system provides specialized forms as need for specific departments - Incident Type determines forms used.	
42	ensure Employee Safety/enterIncidentDetails	

Req#	Type/Interface - Requirement Description	Required Response
	The Incident Investigator uses a mobile device and the system to enter Incident Investigation information based on witness testimony. Witness may include, but not limited to, the Employee, Supervisor, Emergency Responder, and other witness testimony. The system provides a means to upload and link items such as a crash report by Austin Police Department (APD). The incident investigation may include the APD crash report containing an APD Case Number. The Incident Investigator uses the system to enter incident cause and suggested corrective actions. The system provides for an Incident Investigator to complete follow-up interviews with Employee or witnesses. After completion of the investigation and based on the facts, the Incident Investigator identifies the corrective actions (employee, department, disposition) triggering Implement Corrective Safety Action.	
43	ensure Employee Safety/attachMultiMedia	
	The Incident Investigator or Supervisor uses the system to attach multimedia files from Incident Event scene using a mobile device. The system provides for multiple file upload to the Safety Investigation at any time during investigation - there's no limit to the number or size of uploaded files. The system provides a means to link and view from data servers containing large files created from other media types.	
44	ensure Employee Safety/notifyChainOfCommand	
	Triggered by changing status of an Incident Event and selected Incident Type, the system automatically notifies a predefined chain of command and Responders via email, text, pager message depending on profile setup and configuration. The Notification distribution uses business rules based on the Incident Type selected. The system provides the ability for approved city staff to modify the distribution and business rules associated with the Notification distribution for each Incident Type. Notifications may include non-Responders and edited to include or remove selected city staff.	

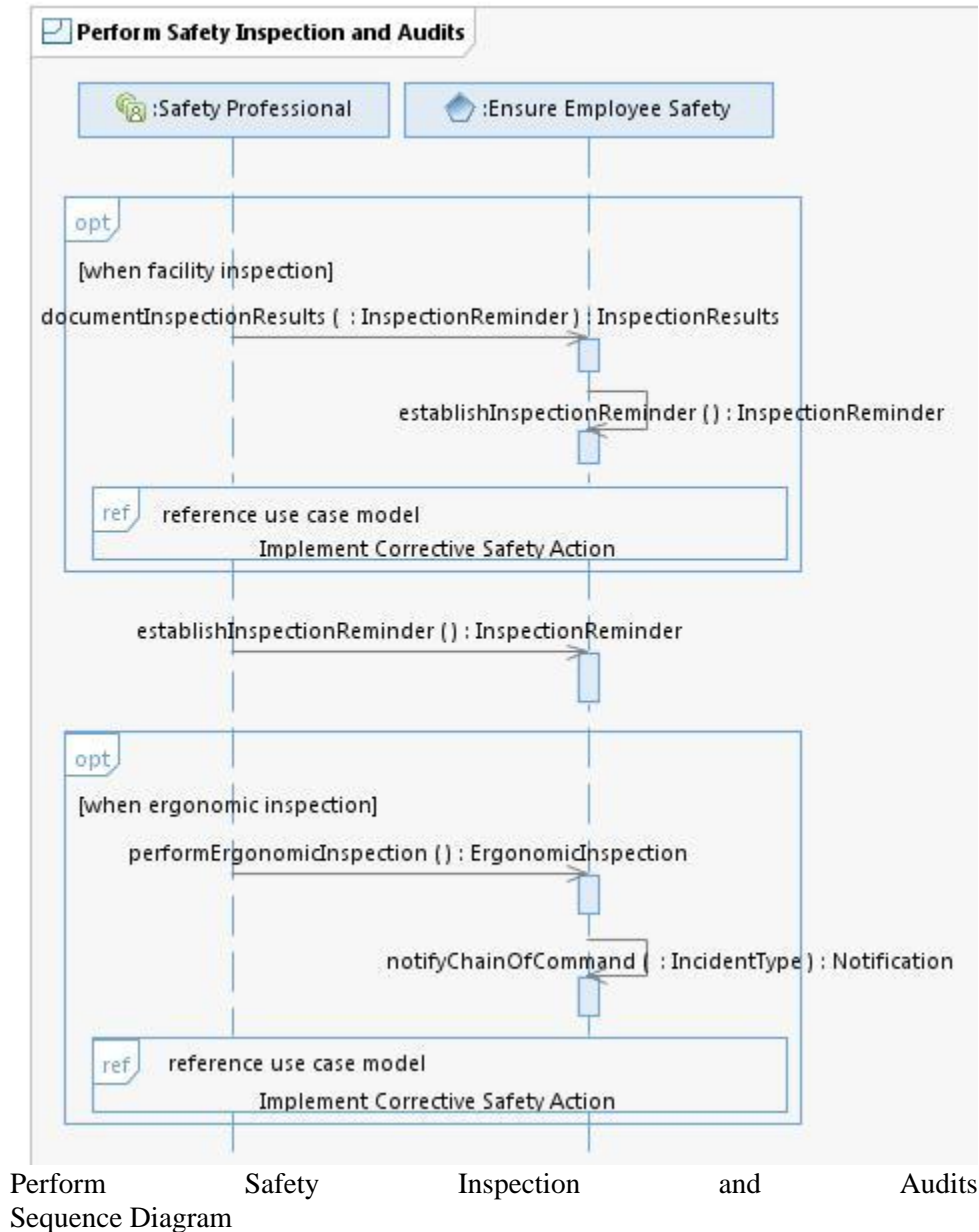Perform Safety Inspection and Audits Use Case Specification

Perform Safety Inspection and Audits Use Case Model

Scope: The system provides the Safety Professional a checklist-oriented entry form for inspection items using a mobile device. The form and related items must be modifiable by selected city staff. For vehicle inspection, the Driver uses a radio frequency identification (RFID) mobile scanner (or similar technology) to perform a pre-trip inspection. For recurring inspections, the system automatically notifies relevant Safety Professions of routine inspection events. The system provides the Safety Professional the ability to set inspection notifications depending on the disposition of the inspection item - i.e., delay or change inspection schedule. The system provides for ergonomic inspections based on new employee setup, Employee requests, Physician requests, or Worker Compensation Representative through an Ergonomics Self Evaluation Form (Industrial and Administrative Ergonomic).

Perform Safety Inspection and Audits Sequence Diagram

Interface Descriptions

Req#	Type/Interface - Requirement Description	Required Response
45	ensure Employee Safety/documentInspectionResults	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	The system provides the Safety Professional a checklist-oriented entry form for inspection items using a mobile device. The form and related items must be modifiable by selected city staff. For vehicle inspection, the Driver uses a radio frequency identification (RFID) mobile scanner (or similar technology) to perform a pre-trip inspection. The Driver scans RFID devices located in positions of observed inspection to indicate successful condition observation.	

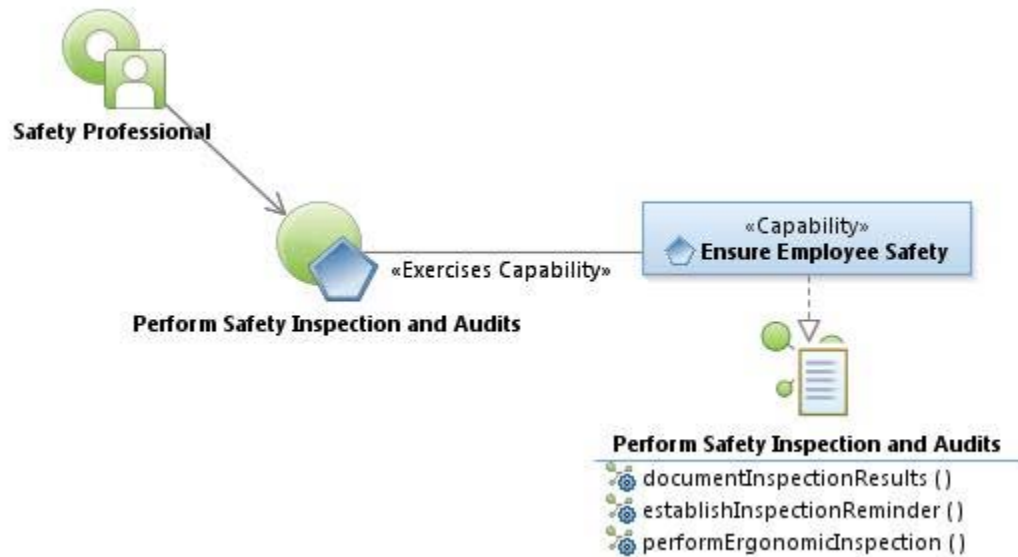| Req#	Type/Interface - Requirement Description	Required Response
	The Driver uses the mobile device to indicate any discrepant observations and digitally sign indicating completed inspection. [Technology opportunity: Select mobile hand-held device that allows media capture of inspection item or other uses.] The entry form includes indication of Corrective Actions required - the system assigns Corrective Actions implemented by Implement Corrective Safety Action.	
46	ensure Employee Safety/establishInspectionReminder	
	For recurring inspections, the system automatically notifies relevant Safety Professions of routine inspection events. The system provides the Safety Professional the ability to set inspection notifications depending on the disposition of the inspection item - i.e., delay or change inspection schedule. Once inspections are complete and all issues addressed, the system automatically reschedules recurring inspection activities to include assigned staff. The system provides the ability to change the assigned Safety Professional for any given or set of assigned inspection responsibilities.	
47	ensure Employee Safety/performErgonomicInspection	
	The system provides for ergonomic inspections based on new employee setup, Employee requests, Physician requests, or Worker Compensation Representative through an Ergonomics Self Evaluation Form (Industrial and Administrative Ergonomic). The Safety Inspector uses the system to schedule a meeting with the Employee, inspects the area, completes immediate corrective actions (general setup, personal adjustments based on Employee), creates a report which notifies the Chain of Command (report identifies corrective actions already implemented or future corrective actions). Depending on the disposition of the Safety Inspection, may trigger Implement Corrective Safety Action.	

Perform Safety Inspection and Audits

Perform Safety Inspection and Audits Use Case Model

Scope: The system provides the Safety Professional a checklist-oriented entry form for inspection items using a mobile device. The form and related items must be modifiable by selected city staff. For vehicle inspection, the Driver uses a radio frequency identification (RFID) mobile scanner (or similar technology) to perform a pre-trip inspection. For recurring inspections, the system automatically notifies relevant Safety Professions of routine inspection events. The system provides the Safety Professional the ability to set inspection notifications depending on the disposition of the inspection item - i.e., delay or change inspection schedule. The system provides for ergonomic inspections based on new employee setup, Employee requests, Physician requests, or Worker Compensation Representative through an Ergonomics Self Evaluation Form (Industrial and Administrative Ergonomic).

Perform Safety Inspection and Audits Sequence Diagram

Interface Descriptions

| Req#	Type/Interface - Requirement Description	Required Response
48	ensure Employee Safety/documentInspectionResults The system provides the Safety Professional a checklist-oriented entry form for inspection items using a mobile device. The form and related items must be modifiable by selected city staff. For vehicle inspection, the Driver uses a radio frequency identification (RFID) mobile scanner (or similar technology) to perform a pre-trip inspection. The Driver scans RFID devices located in positions of observed inspection to indicate successful condition observation.	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.

Req#	Type/Interface - Requirement Description	Required Response
	The Driver uses the mobile device to indicate any discrepant observations and digitally sign indicating completed inspection. [Technology opportunity: Select mobile hand-held device that allows media capture of inspection item or other uses.] The entry form includes indication of Corrective Actions required - the system assigns Corrective Actions implemented by Implement Corrective Safety Action.	
49	ensure Employee Safety/establishInspectionReminder	
	For recurring inspections, the system automatically notifies relevant Safety Professions of routine inspection events. The system provides the Safety Professional the ability to set inspection notifications depending on the disposition of the inspection item - i.e., delay or change inspection schedule. Once inspections are complete and all issues addressed, the system automatically reschedules recurring inspection activities to include assigned staff. The system provides the ability to change the assigned Safety Professional for any given or set of assigned inspection responsibilities.	
50	ensure Employee Safety/performErgonomicInspection	
	The system provides for ergonomic inspections based on new employee setup, Employee requests, Physician requests, or Worker Compensation Representative through an Ergonomics Self Evaluation Form (Industrial and Administrative Ergonomic). The Safety Inspector uses the system to schedule a meeting with the Employee, inspects the area, completes immediate corrective actions (general setup, personal adjustments based on Employee), creates a report which notifies the Chain of Command (report identifies corrective actions already implemented or future corrective actions). Depending on the disposition of the Safety Inspection, may trigger Implement Corrective Safety Action.	

Respond to Drug and Alcohol Test Request

Respond to Drug and Alcohol Test Request
Use Case Model
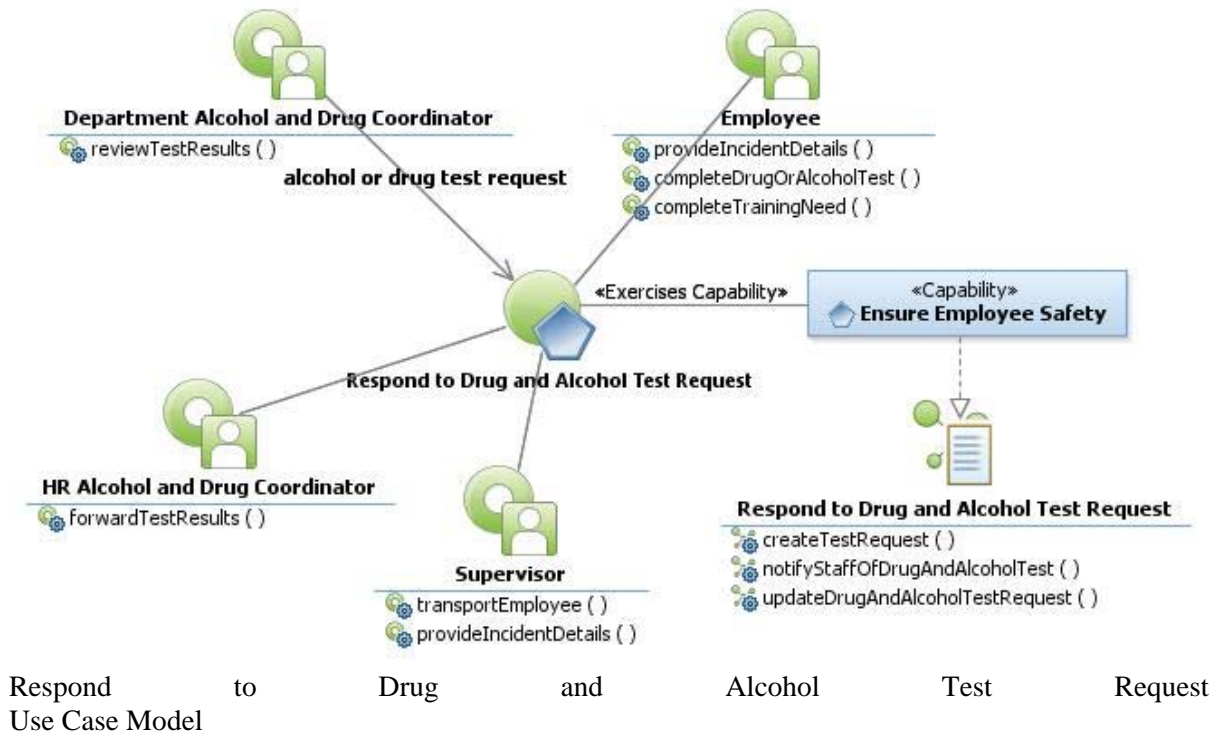
Scope: The Department Alcohol and Drug Coordinator uses the system to create an Alcohol and Drug Test indication for selected Employee. The system notifies the appropriate staff (based on the test type) of alcohol and drug test need. The Supervisor transports the Employee to designated medical facility for all test Types except pre-employment. The Employee completes an Alcohol or Drug test at a designated medical facility. The medical facility forwards test results to Human Resources Alcohol and Drug Coordinator for distribution. The Department Alcohol and Drug Coordinator receives Test Results from HR Alcohol and Drug Coordinator. The Department Alcohol and Drug Coordinator updates the Alcohol and Drug Test with the results provided by the HR Alcohol and Drug Coordinator.

Select to enlarge...

Respond to Drug and Alcohol Test Request Sequence Diagram

Interface Descriptions

Req#	Type/Interface - Requirement Description	Required Response
51	ensure Employee Safety/createTestRequest	Indicate for each requirement the SaaS solution's ability to provide the needed function or service.
	The Department Alcohol and Drug Coordinator uses the system to create an Alcohol and Drug Test indication for selected Employee. The Alcohol and Drug Coordinator identifies the test trigger (random, post-accident, pre-employment verification, or reasonable suspicion, etc.). Alcohol and drug test trigger indication is customizable by approved city staff based on their role.	
52	ensure Employee Safety/notifyStaffOfDrugAndAlcoholTest	
	The system notifies the appropriate staff (based on the test type) of alcohol and drug test need. If test type is pre-employment then only the future Employee is notified. Based on the test disposition (new or update) the system will either request a test (new) or provide test results (update).	
53	supervisor/transportEmployee	
	Depending on the disposition of the Employee, the Supervisor ensures Employee medical attention by escorting or following the emergency response team to medical treatment facility. For a requested drug or alcohol test, the Supervisor transports the Employee to designated medical facility for all test Types except pre-employment (Employees transport themselves for pre-employment tests).	
54	employee/completeDrugOrAlcoholTest	

Req#	Type/Interface - Requirement Description	Required Response
	The Employee completes an Alcohol or Drug test at a designated medical facility. The medical facility forwards test results to Human Resources Alcohol and Drug Coordinator for distribution.	
55	department Alcohol and Drug Coordinator/reviewTestResults	
	The Department Alcohol and Drug Coordinator receives Test Results from HR Alcohol and Drug Coordinator.	
56	ensure Employee Safety/updateDrugAndAlcoholTestRequest	
	The Department Alcohol and Drug Coordinator updates the Alcohol and Drug Test with the results provided by the HR Alcohol and Drug Coordinator. Since only positive test results are forwarded for random, post-accident, and reasonable suspicion, the system updates the Employee's Alcohol and Drug Test with a negative result if the test Type equals random, post-accident, or reasonable suspicion, and a set time-period has elapsed since Alcohol and Drug Test was created.	

7.0 FUNCTIONAL REQUIREMENTS PRIORITY MATRIX

Employee Occupational Safety System			
Req ID	**Requirement**	**Priority**	**ReqType**
1	The system shall enable staff to administer employee safety training	Must Have	Functional
2	The system shall enable staff to establish incident reporting	Must Have	Functional
3	The system shall enable staff to implement corrective safety action	Must Have	Functional
4	The system shall enable staff to manage driver's license verification	Must Have	Functional
5	The system shall enable staff to manage safety incentive program	Must Have	Functional
6	The system shall enable staff to manage worker compensation	Must Have	Functional
7	The system shall enable staff to perform incident investigation	Must Have	Functional
8	The system shall enable staff to perform safety inspections and audits	Must Have	Functional
9	The system shall enable staff to respond to drug and alcohol test request	Must Have	Functional
11	The system shall comply with OSHA Safety policies	Must Have	Functional
12	The system shall have the capability to consistently and automatically report with dashboards and provide insight and visibility into day-to-day operations	Must Have	Functional
14	The system shall enable staff to generate automated reminders to measure and track safety training needs and status	Expected	Functional
15	The system shall provide the staff with the capability to automate control of corrective safety actions	Must Have	Functional

24	The system shall have a Chain Of Command notification system for Employee related Safety Incident/Accidents	Expected	Functional
25	The system shall enable Employees to respond to Safety related Incidents/Accidents	Expected	Functional
26	The system shall enable Responders to travel to the scene of a Safety related Incident/Accident	Expected	Functional
16	The system shall enable staff to Ensure Employee Safety Training Needs are met	Expected	Functional
41	The system shall enable Staff to determine Wage Continuation Eligibility	Expected	Functional
42	The system shall enable Wage Continuation Coordinator to review Leave Requests	Must Have	Functional
43	The system shall enable Safety staff to enter Leave Request Dispositions	Expected	Functional
44	The system shall enable Wage Continuation Coordinator to review Denial Claims/Request	Expected	Functional
45	The system shall enable Safety staff to enter Denial Disposition	Must Have	Functional
46	The system shall enable Employee Salary Info lookup via BANNER	Expected	Functional
17	The system shall enable staff to Ensure Employee Safety Training Materials are created	Must Have	Functional
18	The system shall have the capability to allow staff to Ensure Employee Safety track Training Needs are met	Must Have	Functional
19	The system shall enable staff to have the capability to complete Employee Training Needs	Must Have	Functional

20	The system shall enable staff to have the capability to Ensure Employee Safety by providing Training	Must Have	Functional
21	The system shall enable staff to have the capability to Dispatch/processIncidentEvent	Must Have	Functional
22	The system shall enable staff to have the capability to Ensure Employee Safety by logging Incident Event	Must Have	Functional
23	The system shall enable staff to have the capability to Emergency Responder by responding To Incident Event	Must Have	Functional
24	The system shall enable staff to have the capability to Ensure Employee Safety by notifing Chain Of Command	Must Have	Functional
25	The system shall have the capability to allow staff Responder to respond to Incident Events	Must Have	Functional
26	The system shall enable staff to have the capability to Responder by traveling To Scene	Must Have	Functional
27	The system shall enable staff to have the capability to Ensure Employee Safety by providing Response Indication	Must Have	Functional
28	The system shall enable the Supervisor to have the capability to transport Employee	Must Have	Functional
29	The system shall enable staff to have the capability to Ensure Employee Safety/createInitialIncidentReport	Must Have	Functional
30	The system shall enable staff to have the capability to Ensure Employee Safety/distributeIncidentReport	Must Have	Functional
31	The system shall enable staff to have the capability to Ensure Employee Safety by notifing Safety Professional	Must Have	Functional
33	The system shall enable staff to Ensure Employee Safety corrective actions are distributed	Must Have	Functional
34	The system shall enable staff to have the capability to Corrective Action Respondent by responding To Corrective Action	Must Have	Functional

35	The system shall enable staff to have the capability to Ensure Employee Safety by entering Corrective Action Status	Must Have	Functional
36	The system shall enable staff to have the capability to Ensure Employee Safety by quering Corrective Action	Must Have	Functional
37	The system shall enable staff to have the capability to Worker Compensation Representative by processing Compensation Request	Must Have	Functional
38	The system shallenable staff to have the capability to Ensure Employee Safety by entering Employee Status	Must Have	Functional
39	The system shall enable staff to have the capability to Webstract/processDWC	Must Have	Functional
40	The system shall enable staff to have the capability to Ensure Employee Safety by generating Worker Compensation Documents	Must Have	Functional
41	The system shall enable staff to have the capability to Ensure Employee Safety by determine Wage Continuation Eligibility	Must Have	Functional
42	The system shall enable Wage Continuation Coordinator to have the capability to review Leave Request	Must Have	Functional
43	The system shall enable staff to have the capability to Ensure Employee Safetyby entering Leave Request Disposition	Must Have	Functional
44	The system shall enable staff to have the capability to Wage Continuation Coordinator through review Denial	Must Have	Functional
45	The system shall enable staff to have the capability to Ensure Employee Safety by entering Denial Disposition	Must Have	Functional
46	The system shall enable staff to have the capability to lookUpEmployee Salary Info in Banner	Must Have	Functional
47	The system shall enable staff to have the capability to Ensure Employee Safetyby updating Employee Status	Must Have	Functional
48	The system shall enable staff to have the capability to Ensure Employee Safety by scanning Drivers Licenses	Must Have	Functional
49	The system shall allow staff to have the capability to Ensure Employee Safety by updating Violation Information	Must Have	Functional
50	The system shall allow staff to have the capability to Ensure Employee Safety by tracking Expiration	Must Have	Functional
51	The system shall allow staff to have the capability to Ensure Employee Safety by tracking Expiration Status	Must Have	Functional
52	The system shall allow staff to have the capability to Ensure Employee Safety by establishing Incentive Criteria	Must Have	Functional

53	The system shall allow staff to have the capability to Ensure Employee Safety by tracking SafetyIncentive	Must Have	Functional
54	The system shall allow staff to have the capability to Ensure Employee Safety by creating Safety Incentive Report	Must Have	Functional
55	The system shall allow staff to have the capability to Ensure Employee Safety by reviewing Incident Report	Must Have	Functional
56	The system shall allow staff to have the capability to Ensure Employee Safety	Must Have	Functional
57	The system shall allow staff to have the capability to Ensure Employee Safety by entering Incident Details	Must Have	Functional
58	The system shall allow staff to have the capability to Ensure Employee Safety by attaching MultiMedia	Must Have	Functional
59	The system shall allow staff to have the capability to Ensure Employee Safety by notifing the Chain Of Command	Must Have	Functional
60	The system shall allow staff to have the capability to Ensure Employee Safety by documenting Inspection Results	Must Have	Functional
62	The system shall allow staff to have the capability to Ensure Employee Safety by performing Ergonomic Inspection	Must Have	Functional
64	The system shall allow staff to have the capability to Ensure Employee Safety by establishing Inspection Reminder	Must Have	Functional
66	The system shall allow staff to have the capability to Ensure Employee Safety by creating Test Request	Must Have	Functional
67	The system shall allow staff to have the capability to Ensure Employee Safety to notify Staff Of Drug And Alcohol Test	Must Have	Functional
68	The system shall allow the Supervisor to have the capability to transport Employee	Must Have	Functional
69	The system shall allow staff to enable staff to manage Employee Drug Or Alcohol Test	Must Have	Functional
70	The system shall enable staff to Coordinator and review Department Alcohol and Drug Test Results	Must Have	Functional
71	The system shall enable and train staff to Administer Safety Training	Must Have	Functional
72	The system shall enable staff to Establish Incident Report	Must Have	Functional
73	The system shall enable staff to Implement Corrective Safety Action	Must Have	Functional
74	The system shall enable staff to Manage Drivers License Verification	Must Have	Functional

75	The system shall enable staff to Manage Safety Incentive Program	Must Have	Functional
76	The system shall enable staff to Manage Department-Level Worker Compensation	Must Have	Functional
77	The system shall enable staff to Perform Incident Investigation	Must Have	Functional
78	The system shall enable staff to Perform Safety Inspection and Audits	Must Have	Functional
79	The system shall enable staff to Respond to Drug and Alcohol Test Request	Must Have	Functional
80	The system shall enable staff to track and monitor action items for safety plans	Must Have	Functional
81	The system shall enable staff to manage and support Emergency preparedness	Must Have	Functional
82	The system shall enable staff to manage Workforce development credentials and skills for employees monitoring completed safety related training	Must Have	Functional
83	The system shall enable staff to manage matters related to workforce development and confidentiality agreements	Must Have	Functional
84	The system shall enable the management of Staff contact information for accuracy	Must Have	Functional
85	The system shall enable staff to manage Disaster Recovery and Redundancy	Must Have	Functional
86	The system shallenable staff to manage Records Retention	Must Have	Functional
87	The system shall enable staff to manage Ongoing Service Agreement	Must Have	Functional
88	The system shall enable staff to manage Field Evaluations/Audits	Must Have	Functional

8.0   APPLICABLE PERMITS AND LICENSES

The Contractor shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this agreement, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations applicable to this service as established by any federal, state or local governmental provisions prevailing during the term of this agreement. It is solely the Contractor's responsibility to ensure all legal compliance is satisfied as well as ensure all subcontractors and employees are within compliance.

9.0   OMISSIONS

It is the intention of this solicitation to acquire a complete Employee Occupational Safety System of the scope described herein, with all necessary components. All items and/or services omitted from this Scope of Work which are clearly necessary for the successful operation of the products and services being sought under this solicitation shall be considered requirements, although not directly specified or included herein.

10.0 LIST OF ATTACHMENTS

- Attachment A – CTM Technical Reference Model

  We included the attached Technical Reference Model (TRM) to provide insight into our technical standards and operational IT environment. Please review the TRM and discuss alternative recommendations if required.

- Attachment B – CTM Technical Standards

  We included the attached Technical Standards used by our enterprise. If the proposed solution is unable to comply with any of these standards, please explain the alternative approach or solution.

- Attachment C – Cost of Implementation Worksheet

  We included the attached cost worksheet to be used to itemize the total cost of implementing your solution. There is an area for ongoing service scheduled to cover the next 5 years.

1. PROPOSAL FORMAT

All proposals should be submitted in the following format.

Submit one (1) double-sided original and seven (7) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original." The original must include the original signature of the person authorized to sign on behalf of the Proposer. **Bound proposal packet shall be printed on both sides of paper (duplexes) utilizing a minimum 30 percent recycled content paper and have consecutively numbered pages.**

Tab 1 - Table of Contents

The Table of Contents shall include the following:

- Index of the proposal contents
- Index of tables and figures
- Index of attachments

Tab 2 - City of Austin Purchasing Documents:

Complete and submit the following documents:

1. Offer Sheet
2. Section 0605- Local Business Presence Identification Form
3. Section 0835 – Non-Resident Bidder Provisions
4. Section 0900 - MBE/WBE Procurement Program Package No Goals Form
5. Attachment C – Price Proposal Sheet

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

Tab 4 – Exceptions and Alternate Products: Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Attachment D, Proposal Exception Form** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 5 - Business Organization and Qualifications:

1. State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

2. Indicate the number of years your system solution has been operational. Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively

participated. Do not include experience prior to 2006. Supply the project title, a description of the project, year, and reference name, title, present address, and phone number of principal person for whom three prior projects of similar size and scope were accomplished.

3. Provide a general explanation and chart, which specifies project leadership and reporting responsibilities; and will interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

4. Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons and project manager by name and title. Provide all resumes.

5. Proposer shall provide the name, location and date of all contracts that have been terminated or canceled within the past ten (10) years, prior to the expiration of their term. Disclose any judgments, any pending lawsuits, or unresolved disputes related to your operation within the past ten (10) years.

Tab 6 - Prior Experience and References:

1. Provide a written narrative of Proposer's and subcontractors' experience in providing Employee Occupational Safety System.

2. **References:**   provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

    The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

    References must include the following information:

    - Name of Company
    - Number of personnel
    - Contact name – sponsor or IT Lead
    - Contact address
    - Contact telephone number
    - Contact e-mail
    - Number of years in this particular business
    - Your firm customer retention for the years 2015, 2014, and 2013.
    - Explain how your company is planning to meet the increase in demand for your product (including implementation, training, and support) over the next five (5) years.

Tab 7 - **System Concept, Proposed Solutions and Functional Requirements (Use Cases)**

1. Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past. Define in detail your understanding of the requirement presented in this request for proposal and your solution. Provide all details as required and any additional information you deem necessary to evaluate your proposal. Specifically provide functional and technical requirements attached matrices, completed. How does the solution meet all of the Functional/system requirements?

2. Functional Requirements (Section 0500, Scope of Work, Item 6.0, Functional Requirement)
   Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

   (a) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.

   (b) The technical factors that will be considered in section above, and the depth to which each will be treated.

   (c) The degree of definition provided in each technical element of your plan.

   (d) The points at which written, deliverable reports will be provided.

   (e) The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.

   (f) If proposing a Software as a Service (SaaS) solution, indicate for each requirement the SaaS solution's ability to provide the needed function or service. If proposing a Platform as a Service (PaaS) solution, indicate past performance examples of similar scope of work and other unique qualifications useful to a successful solution.

Tab 8 - Ongoing Service Agreement and Warranty (Section 0500, Scope of Work, Item 3.4.)

1. Proposers shall include an Ongoing Service Agreement related to the following:

   - Technical Support
   - System Updates/Maintenance/Repairs/Patches
   - Parts Replacement, Backend Supply (availability within 72 hours), On-site Replacement Parts Inventory
   - Future New Installations (Installing New Equipment in New Vehicles added to Fleet)
   - Future Equipment Switch-Outs (Removing Equipment from Retired or Irreparable Vehicles and Installing in Replacement Vehicles)
   - Training and Documentation
   - Functional Training and Software Training as needed for designated end-users
   - Train-the-Trainer Training as needed for designated City staff
   - Routine Maintenance Training as needed and appropriate for designated ARR and other City fleet maintenance staff
   - Documentation (User/Operator Manuals, Training Manuals, Maintenance Manuals, Quick Reference Guides)

2. Proposers shall submit in detail their best warranty terms covering manufacturer's warranties as well as Contractor's equipment and labor warranties.

Tab 9 - Proposer shall prepare and submit **Attachment C Price Proposal**.

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

2. Proposer shall submit the completed price proposal provided in Attachment C. Failure to submit pricing (even if zero fees), or using the required form will result in the Offer being disqualified and not eligible for award.

2. **ADDITIONAL PROPOSAL TERMS**

   2.1 Local Business Presence:

   The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

   2.2 Proposal Acceptance period:

   All proposals are valid for a period of two hundred and forty (240) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

   2.3 Proprietary Information:

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

   2.4 Proposal Preparation Costs:

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

   2.5 Travel expenses:
   All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's

Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

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

3. EVALUATION FACTORS AND AWARD

A. Competitive Selection:

This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Demonstrated Applicable Experience and Personnel Qualifications	10
2	System Concepts and Solutions	40
3	Understanding of Functional Requirement – Use Cases	20
4	Ongoing Service Agreement and Warranty	10
5	Attachment C – Cost Proposal	10
6	Local Business Presence	10

Local Business Presence – 10 points

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

ii.   Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

a.   The point difference between the first and second ranked Proposer is less than five points.
b.   The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
c.   Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
d.   Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
e.   Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
f.   Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0835: Non-Resident Bidder Provisions

Company Name _Redquartz LLC_

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

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

Answer: _non Resid._

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

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

Answer: _no_   Which State: _Florida_

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

Answer: _____

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

SOLICITATION NUMBER: PAX0137
PROJECT NAME: Safety Management System

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

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.
Redquartz LLC
Company Name
Simon Kelly
Name and Title of Authorized Representative (Print or Type)
21/9/2016
Signature   **Date**

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

SOLICITATION NUMBER:	PAX0137
PROJECT NAME:	Safety Management System

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone Number	Fax Number
Name of Contact Person	
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

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

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

_____   _____
Signature   **Date**

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

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE ☐ WBE ☒ Ethics / Gender Code: ☐ Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended. **Reviewing Counselor** _____ **Date** _____   **Director/Deputy Director** _____ **Date** _____

RFP: PAX0137   **Addendum No: 1**   **Date of Addendum:** 08/04/2016

This addendum is incorporating the following changes, questions and answers to the above-referenced RFP.

1.   Q) If the vendor define a "User" or "Fulfiller" as anyone who has full admin, developer, or usage rights within a purchased offering. This includes the creation, editing, or deletion of any record in the system. Anyone who would log into the system to fulfill the requests that are logged in the system by a "requestor". What would be the total numbers of the User?
      A) The number of the User is 4.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

08/04/2016
Date

ACKNOWLEDGED BY:

RED QUARTZ USA . LLC
Vendor Name

Authorized Signature

6th/30th/2017
Date

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

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0137   **Addendum No: 2**   **Date of Addendum: 08/18/2016**

This addendum is incorporating the following changes, questions and answers to the above-referenced RFP.

1. **PROPOSAL DUE PRIOR TO date** has been extended to 09/01/2016, 2:00 pm, local time.

2. **PROPOSAL CLOSING TIME AND DATE** has been extended to 09/01/2016, 2:15 pm, local time.

3. List below are number of users that need access to the following items:

    - Reporting Incidents: **5 Users**
    - Investigating Incidents: **5 Users**
    - Completing Ergonomic Inspections: **2 Users**
    - Running/viewing Reports: **5 Users**
    - Drug/Alcohol Testing: **2 Users**
    - Managing Workers Comp: **3 Users**

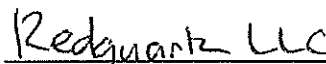4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

08/18/2016
Date

ACKNOWLEDGED BY:

Redguard LLC
Vendor Name

Authorized Signature

21 9 2016
Date

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

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0137	Addendum No: 4	Date of Addendum: 09/06/2016

This addendum is incorporating the following changes, questions and answers to the above-referenced RFP.

1. **Add Contact:** Elisa Folco has been added as an authorized contact.

   Authorized Contact: Elisa Folco
                         Contract Administrator
                         (512) 974-1421
                         Elisa.Folco@austintexas.gov

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.
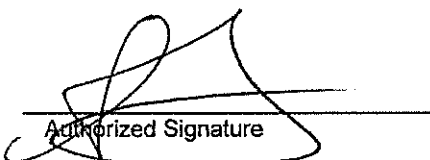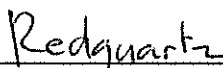
APPROVED BY:

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

09/06/2016
Date

ACKNOWLEDGED BY:

Redquart
Vendor Name

Authorized Signature

21/9/2016
Date

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

RFP: PAX0137   **Addendum No: 3**   **Date of Addendum:** 08/30/2016

This addendum is incorporating the following changes, questions and answers to the above-referenced RFP.

1. **PROPOSAL DUE PRIOR TO date** has been extended to 09/22/2016, 2:00 pm, local time.

2. **PROPOSAL CLOSING TIME AND DATE** has been extended to 09/22/2016, 2:15 pm, local time.

3. **ADDITIONAL PRE-PROPOSAL CONFERENCE TIME AND DATE:** 09/06/2016, 8:30 AM, Local Time
    LOCATION: Communications and Technology Management
    Riverside Room 321, 1124 South I-35, 3rd floor, Austin, TX 78704

4. All All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than close of business on 09/09/2016.

5. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.
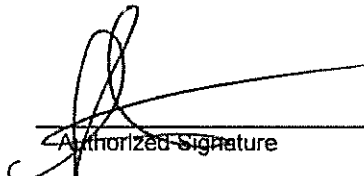
APPROVED BY: 08/30/2016
_____   Date
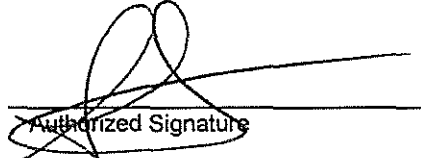Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

ACKNOWLEDGED BY:

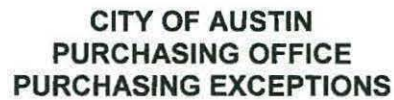Redquartz LLC   2/19/2016
Vendor Name   Authorized Signature   Date

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

**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS**

Solicitation Number: RFP PAX0137

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 1 of your offer.

1. **0300 STANDARD PURCHASE TERMS & CONDITIONS**

☑ Accepted as written.   ☐ Not accepted as written. See below:

Indicate:		
Page Number	**Section Number**	**Section Description**
Alternate Language:		
Justification:		

NOTE: Copies of this form may be utilized if additional pages are needed.

Solicitation Number: RFP PAX0137

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 1 of your offer.

2. **0400 SUPPLEMENTAL PURHCASE PROVISIONS**

☑ Accepted as written.   ☐ Not accepted as written. See below:

Indicate: **Page Number**	**Section Number**	**Section Description**
Alternate Language:		
Justification:		

NOTE: Copies of this form may be utilized if additional pages are needed.

Solicitation Number: RFP PAX0137

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS**

Place this attachment as Tab 1 of your offer.
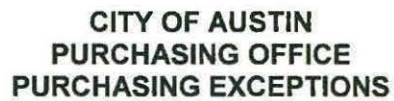
3. **0500 SCOPE OF WORK**

☑ Accepted as written.   ☐ Not accepted as written. See below:

Indicate:
Page Number   **Section Number**   **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

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

SOLICITATION NUMBER:	PAX0137
PROJECT NAME:	Safety Management System

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

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

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

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

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

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

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

ELECTRONIC INTEROPERABLE EXCHANGE SYSTEMS, LLC
Company Name

AMIN SALAHUDDIN, CEO
Name and Title of Authorized Representative (Print or Type)

9/21/2016

Signature   **Date**

SOLICITATION NUMBER:	PAX0137
PROJECT NAME:	Safety Management System

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

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

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

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

Yes

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

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

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

Medgate, Inc.

Company Name

Greg Durand, VP of Global Sales

Name and Title of Authorized Representative (Print or Type)

Greg Durand   9/20/2016

Signature   **Date**