



Amendment No. 2
to
Contract No. NA170000217
for
Radio-Frequency and Wireless Engineering Support Services
between
Booz Allen Hamilton, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the referenced contract to exercise extension option 1. The option period will be September 14, 2019 through September 13, 2020. There are two remaining options.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: September 14, 2017 – September 13, 2019	\$500,000.00	\$500,000.00
Amendment No. 1: Hourly Rates Modification 9/14/2017 – 9/13/2019	\$0.00	\$500,000.00
Amendment No. 2: Option 1 09/14/2019 – 09/13/2020	\$250,000.00	\$750,000.00

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

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

7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

Handwritten signature of Brian S. Abbe in blue ink.

September 9, 2019

Printed Name: Brian S. Abbe, Executive Vice President
Authorized Representative

Booz Allen Hamilton, Inc.
8283 Greensboro Drive
McLean, VA 22102

Signature & Date:

Handwritten signature of Terry V. Nicholson in blue ink, with the date 9/9/19 written next to it.

Terry V. Nicholson
Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. NA170000217
for
Radio-Frequency and Wireless Engineering Support Services
between
Booz Allen Hamilton, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to delete Exhibit A – Hourly Rates, Estimated Number of Hours and Costs, and replace it with Exhibit A.R – Hourly Rates, Estimated Number of Hours and Costs – Revised January 2018.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/13/2017 – 09/12/2019 Three 12-month options remain	\$500,000.00	\$500,000.00
Amendment No. #1:– Hourly Rates Modification	\$0.00	\$500,000.00

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

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

A handwritten signature in blue ink, appearing to read "Henry A. Obering III".

Digitally signed by Henry A. Obering III
DN: cn=Henry A. Obering III, o=Booz Allen
Hamilton, Inc., ou=Executive Vice President,
email=obering_henry@bah.com, c=US
Date: 2018.07.10 11:24:01 -0400

Printed Name: Henry A. Obering III
Authorized Representative

Booz Allen Hamilton, Inc.
8283 Greensboro Drive
McLean, Virginia 22102

Signature & Date:

A handwritten signature in blue ink, appearing to read "Sai Xoomsai Purcell".

7/10/18

Sai Xoomsai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

Exhibit 1.R

Hourly Rates

Estimated Number of Hours and Costs – Revised January 2018

Revised to add Project Manager labor category effective January 2018.

Please note that the precise breakdown of hours that will be executed is an estimate and the actual hours executed and charged for each category will depend on the tasks assigned and the personnel available to perform those tasks. Labor costs are subject to annual recalculation as defined in section 11 of the Supplemental Purchase Provisions and these recalculations may differ from the projected rates shown here.

Travel costs are estimated based on airfares available in July 2017 and may vary depending on changes in airline rates and the amount of advance notice available for booking the trips. Travel costs are based on 4 scheduled and 2 unscheduled trips per year, with three persons traveling for a total of five days each trip. Actual travel costs incurred will be charged in accordance with the contract.

Base Project Year 1 (July 1, 2017 through June 30, 2018)

Labor Category	Hours	Rate	Total Dollars
Project Engineer	2	\$226.62	\$453.24
Project Manager	48	\$125.38	\$6,018.24
Project Controller	24	\$87.31	\$2,095.44
Principal Engineer	269.4	\$226.62	\$61,061.28
Senior Engineer	180	\$197.86	\$35,614.80
Staff Engineer	300	\$166.21	\$49,863.00
Associate Engineer	80	\$119.18	\$9,534.40
Junior Engineer	80	\$97.20	\$7,776.00
Total Direct Labor	962		\$172,416.40
Travel			\$33,281.47
ODC's and Materials			\$10,000.00
Total Base Amount			\$215,697.87

Option Project Year 2 (July 1, 2018 through June 30, 2019)

Labor Category	Hours	Rate	Total Dollars
Project Engineer	2	\$229.70	\$459.40
Project Manager	48	\$127.29	\$6,109.92
Project Controller	24	\$88.51	\$2,124.24
Principal Engineer	269.4	\$229.70	\$61,881.28
Senior Engineer	180	\$200.54	\$36,097.20
Staff Engineer	300	\$168.51	\$50,553.00
Associate Engineer	80	\$120.81	\$9,664.80
Junior Engineer	80	\$98.52	\$7,881.60

Total Direct Labor	962		\$174,771.44
Travel			\$33,275.41
ODC's and Materials			\$10,000.00
Total Option Year 2 Amount			\$218,046.85

Option Project Year 3 (July 1, 2019 through June 30, 2020)

Labor Category	Hours	Rate	Total Dollars
Project Engineer	2	\$233.58	\$467.16
Project Manager	48	\$129.65	\$6,223.20
Project Controller	24	\$90.01	\$2,160.24
Principal Engineer	269.4	\$233.58	\$62,916.48
Senior Engineer	180	\$203.95	\$36,711.00
Staff Engineer	300	\$171.37	\$51,411.00
Associate Engineer	80	\$122.85	\$9,828.00
Junior Engineer	80	\$100.19	\$8,015.20
Total Direct Labor	962		\$177,732.28
Travel			\$33,269.36
ODC's and Materials			\$10,000.00
Total Option Year 3 Amount			\$221,001.64

Option Project Year 4 (July 1, 2020 through June 30, 2021)

Labor Category	Hours	Rate	Total Dollars
Project Engineer	2	\$238.22	\$476.44
Project Manager	48	\$132.36	\$6,353.28
Project Controller	24	\$91.80	\$2,203.20
Principal Engineer	269.3	\$238.22	\$64,159.84
Senior Engineer	180	\$207.99	\$37,438.20
Staff Engineer	300	\$174.80	\$52,440.00
Associate Engineer	80	\$125.29	\$10,023.20
Junior Engineer	80	\$102.17	\$8,173.60
Total Direct Labor	962		\$181,267.76
Travel			\$33,263.30
ODC's and Materials			\$10,000.00
Total Option Year 4 Amount			\$224,531.06

Option Project Year 5 (July 1, 2011 through June 30, 2012)

Labor Category	Hours	Rate	Total Dollars
Project Engineer	2	\$243.32	\$486.64
Project Manager	48	\$135.27	\$6,492.96
Project Controller	24	\$93.76	\$2,250.24
Principal Engineer	269.3	\$243.32	\$65,529.76
Senior Engineer	180	\$212.45	\$38,241.00
Staff Engineer	300	\$178.55	\$53,565.00
Associate Engineer	80	\$127.97	\$10,237.60
Junior Engineer	80	\$104.34	\$8,347.20
Total Direct Labor	962		\$185,150.40
Travel			\$33,257.24
ODC's and Materials			\$10,000.00
Total Option Year 5 Amount			\$228,407.64

Total Project Summary with all options

	Hours	Total
Project Engineer	10	\$2,342.88
Project Manager	240	\$31,197.60
Project Controller	120	\$10,833.36
Principal Engineer	1,480	\$315,548.65
Senior Engineer	900	\$184,102.20
Staff Engineer	1,500	\$257,832.00
Associate Engineer	400	\$49,288.00
Junior Engineer	400	\$40,193.60
Total Direct Labor	4810	\$891,338.28
Travel		\$166,346.78
ODC's and Materials		\$50,000.00
Total		\$1,107,685.06

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Booz Allen Hamilton Inc. (“Contractor”)
for
Radio-Frequency and Wireless Engineering Support Services
NA170000217**

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 Booz Allen Hamilton Inc. having offices at 8283 Greensboro Drive, McLean, Virginia 22102 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 RFQS PAX0503.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Qualification, PAX0503 including all documents incorporated by reference
- 1.1.3 Booz Allen Hamilton Inc.’s Offer, dated 05/12/2017, 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 twenty-four (24) months and may be extended thereafter for up to three (3) 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 \$500,000 for the initial Contract term and \$250,000 per extension option, for a total contract amount not to exceed \$1,250,000. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

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

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

- 1.6.1 Contractor shall not be liable for consequential, indirect, incidental, special or punitive damages even if it has been advised of the possibility of such damages. The liability of the Contractor to the City for any reason and upon any cause of action (including without limitation, contract, warranty, tort, negligence or any other legal theory) shall be limited to the amount paid to the Contractor by the City hereunder for the project. This limitation applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. The limits on liability in this paragraph will apply (i) to the maximum extent permitted by applicable law, and (ii) notwithstanding the failure of essential purpose of any limited remedy. For avoidance of doubt, nothing in this provision is intended to create any additional monetary obligation or liability of the City; instead, it is solely intended to limit the liability of the Contractor in the event of a legal dispute.
- 1.6.2 It shall be the responsibility of the Contractor to review the requirements for each project and provide a not to exceed job quote prior to work begin. Contractor shall submit quote for all labor by Labor Category in accordance with the labor rates as listed under Exhibit 1 – Hourly Rate.
- 1.6.3 The job shall start only upon receipt of an approved Delivery Order (DO) issued by the City as a form of written Notice to Proceed (NTP).
- 1.6.4 The Contractor shall submit Change Orders Requests for unknown conditions that affect the project quote by more than +/- ten (10) percent. Change orders shall be approved by the City in writing before work can proceed.
- 1.6.5 **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 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.

<http://www.gsa.gov/portal/category/100120>

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.

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

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

Booz Allen Hamilton Inc.

Henry A. Obering III

Printed Name of Authorized Person



Digitally signed by Henry Anthony Obering III
DN: cn=Henry Anthony Obering III, o=Booz
Allen Hamilton, Inc., ou,
email=obering_henry@bah.com, c=US
Date: 2017.09.13 15:15:31 -04'00'

Signature

Executive Vice President

Title:

September 13, 2017

Date:

City of Austin

Sai Xoomsai Purcell

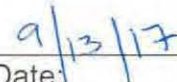
Printed Name of Authorized Person



Signature

Procurement Specialist IV

Title:



Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENTS (RFQS)
OFFER SHEET

SOLICITATION NO: PAX0503

DATE ISSUED: 04/10/2017

REQUISITION NO.: 17012000224

COMMODITY CODE: 90559, 92076, 95285

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

Sai Xoomsai Purcell
Procurement Specialist IV

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

Jane Neal
Procurement Specialist II

Phone: (512) 974-3398

E-Mail: jane.neal@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Radio-Frequency and
Wireless Engineering Support Services

PRE-RESPONSE CONFERENCE TIME AND DATE: 04/18/2017,
2:00 pm, local time

LOCATION: ABIA, P&E 2716 Spirit of Texas Dr.

RESPONSES DUE PRIOR TO: 05/09/2017, 2:00 pm local time

RESPONSE CLOSING TIME AND DATE: 05/09/2017, 3:00 pm
local time

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

LIVE SOLICITATION CLOSING ONLINE: For RFQS'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 # PAX0503	Purchasing Office-Response Enclosed for Solicitation # PAX0503
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

*****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	6
0500	SCOPE OF WORK	9
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION—Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
Attachment A	Exceptions Form	3
Attachment B	Personnel List	6

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: Booz Allen Hamilton

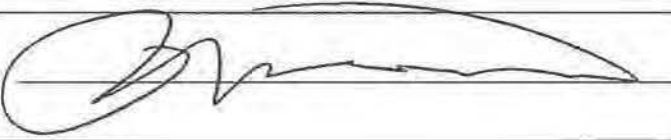
Company Address: 8283 Greensboro DR

City, State, Zip: McLean, VA 22102

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Joe Shepherd

Title: Principal

Signature of Officer or Authorized Representative: 

Date: May 12, 2017

Email Address: shepherd_joe@bah.com

Phone Number: 703-377-7332

*** Qualifications Statement must be submitted with this Offer sheet to be considered for award**

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

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. 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.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY PRICE:

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

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

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

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

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

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

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

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

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

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

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by end of business day 04/21/2017 to sai.xoomsai@austintexas.gov.

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

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- (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.
- D. **Professional Liability:** Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

- E. **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 24 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)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable
Address	3600 Spirit of Texas Dr., Suite 411
City, State Zip Code	Austin, Texas 78719

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

6. LIVING WAGES:

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

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

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- 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):**

SEE EXHIBIT A – AIRPORT SECURITY REQUIREMENTS

9. **NURSERY/FLORAL CERTIFICATE FOR LANDSCAPERS AND PLANT VENDORS:**

- A. The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
- B. A copy of the Contractor's current and valid certificate must be provided to the Buyer prior to award of a contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

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11. 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: Employment Cost Index	
Series ID: CIU201S000300000I (B)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: aLL	

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

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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

- Adjustment of a Portion of the Base Price:** A portion of the Base Price changes such that only part
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.

12. **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.

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:

Diana Folsom-Heath

Diana.Folsom-Heath@austintexas.gov

(512) 530-6341

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

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

1. INTRODUCTION

The City of Austin, Department of Aviation (the Airport) is seeking professional Radio Frequency (RF) Engineering support services from an established firm with airport RF management and avionic communications systems experience to provide support services associated with the operation and maintenance of radio communications and RF systems infrastructure and distribution. The services provided will protect the reliability of critical radio communications at Austin Bergstrom International Airport (ABIA).

The purpose of this contract is to provide RF support to the Airport and its tenants. The contract shall:

- Ensure compatibility between life safety and tenant radio operations,
- Confirm that all required Federal Aviation Administration (FAA) regulations concerning air-ground communications are met,
- Assist in evaluating and installing additional antennas, radio equipment, and wireless LAN technologies, and
- Assist the Airport with evaluating new tenant RF installation requests and emerging wireless technologies that utilize radio-frequency protocols.

The scope of services includes RF systems design, analysis, troubleshooting, measurement, installation, maintenance, repair, frequency coordination, and systems documentation. Specific responsibilities include maintenance and repair of the Airport's public safety and operations Distributed Antenna System (DAS), coordination of tenant RF systems requests and installations, assisting the Airport and tenants with interference issues, maintaining documentation related to the RF distributions system(s) and tenant installations, and remote monitoring and alerting services for the active components of the existing RF distribution system.

2. BACKGROUND

The Airport is responsible for the management and operation of the ABIA. ABIA handles all commercial, cargo and general aviation traffic. The Airport site consists of 4,242 acres and includes the 25-gate Barbara Jordan Passenger Terminal, two parallel runways, airfreight and airline cargo facilities, general aviation facilities, consolidated rental car facility, rental car service centers, ground transportation staging facility, the State Aircraft Pooling Board, and the Texas Army National Guard. Two fixed base operators are located at ABIA, and provide general aviation terminals, hangars, maintenance, and fuel facilities. ABIA serves over 10 million passengers per year. The Airport is currently undertaking an eight-gate expansion and other terminal wide improvements including relocation and upgrading tenant radio infrastructure, consolidation of tenant antennas, and installation of new RF technologies. Additionally, the Airport is in the planning and design phase for a new consolidated Maintenance Complex, a new Parking Garage, and Administration Building.

The Airport campus and terminal building includes multiple RF distribution systems and is a high RF environment. The following radio systems currently exist within the terminal building:

1. Distributed Antenna Systems:

The City of Austin (City) owns an in-building DAS designed to enhance coverage within the terminal building of existing 450 MHz frequencies used for airline ground communications and the 800 MHz frequencies of the Greater Austin/Travis Region Radio System (GATRRS - <http://gatrrs.org>). The City

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Radio-Frequency and Wireless Engineering Support Services
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maintains and operates GATRRS network.

There is also a commercial cellular network neutral host distributed antenna system installed within the terminal building and several Airport campus buildings. The third party operated and maintained the system.

2. Wi-Fi Networks:

There are two large-scale independent WI-FI networks within the terminal building. A third party operates and maintains a public Wi-Fi System that provides access to the traveling public and other Airport tenants. The Airport operates and maintains a corporate Wi-Fi system with access restricted to Aviation employees. There are smaller Wi-Fi networks located in the airline clubs and one of the terminal concession spaces.

3. Tenant RF Systems:

Tenant systems include airline air-ground VHF systems, tenant UHF ground systems, and tenant Wi-Fi systems. The Airport Information Systems division coordinates and documents Installation of airline radio systems. Airline radios and antenna locations are confined to specific locations and installation standards. All tenant RF system installations must be reviewed and approved by the Airport and must meet approved Airport design and installation standards.

4. Other Systems:

Additional active and passive RF systems are located throughout the ABIA campus. System interference issues are documented and monitored.

3. VENDOR MINIMUM QUALIFICATION

1. The successful vendor (Contractor) shall have a minimum of five (5) years' experience performing **airport** RF management and avionic communications systems and radio frequency and wireless engineering support services. Experiences shall include the knowledge of the following systems.

Table 1 – List of Telecommunications and Radio Frequency Systems	
VHF Air to Ground	Geo-fencing
UHF Ground	OET-65 Compliance
800 & 900 Trunked Radio Systems	Radio Frequency Application Coordination
Radio Frequency Distribution System	FCC Licensing and Compliance
Distributed Antenna Systems	Broadcast Origination
Unlicensed Radio Systems	Satellite Earth Stations
AM Broadcast Station (TIS)	Communications Centers
Automatic Vehicle Identification	Cellular Telephone Networks
Taxi Staging	Low Power FM
Frequency Identification	Multichannel Multipoint Distribution Service FCC
Satellite Communications	Differential GPS
Microwave Radio Networks	All other RF Systems at ABIA

4. PERSONNEL AND QUALIFICATIONS REQUIREMENT

1. The Contractor shall provide a Single Point of Contact (SPOC), who is skilled, knowledgeable, and experienced in providing the types of services listed in this scope of work. The SPOC shall has a full decision making authority under this contract.

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

2. The Contractor shall employ at least one person qualified to fill each of the following categories (some personnel can qualify for more than one category, but principal engineer and a senior engineer must be separate employees of the firm). The Airport retains the right to approve the assigned personnel and to request a replacement. The Airport shall approve any change in the assigned personnel.

A. PROJECT ENGINEER

The project engineer shall hold a 4-year college degree in engineering, physical sciences, or management and shall have a minimum of fifteen (15) years of experience managing radio frequency projects.

B. PRINCIPAL ENGINEER

The principal engineer shall hold a Bachelor of Science (BS) Electrical Engineering from a four-year ABET-accredited institution. A Master of Science Electrical Engineering is preferred. The principal engineer shall have a minimum of fifteen (15) years of experience designing, analyzing, and supervising the construction of wireless distribution systems.

C. SENIOR ENGINEER

A senior engineer shall hold a BS Electrical Engineering from a four-year ABET-accredited institution. A senior engineer shall have at least ten (10) years of experience designing, analyzing, and supervising the construction of wireless distribution systems. He or she will be familiar with land mobile radio, cellular radio, PCS, point-to-point microwave, paging, and unlicensed band radios. Two or more years of experience with P25 systems and Wireless LAN systems are preferred.

D. STAFF ENGINEER

A staff engineer shall hold a BS Electrical Engineering from a four-year ABET-accredited institution and a minimum of five (5) years of experience in wireless communications. He or she shall be familiar with land mobile radio, cellular radio, PCS, point-to-point microwave, paging, and unlicensed band radios.

E. ASSOCIATE ENGINEER

An associate engineer shall, at minimum, hold a BS Electrical Engineering Technology from a four-year institution and shall have at least five (5) year experience in the installation and checkout of land mobile radio systems. He or she shall be familiar with land mobile radio, cellular radio, PCS, point-to-point microwave, paging, and unlicensed band radios.

5. SCOPE OF WORK

1. GENERAL

The Contractor shall provide wireless communications design, analysis, troubleshooting, measurement, installation, maintenance, and repair for new and existing radio frequency systems at ABIA.

A. The Contractor shall provide remote support via telephone and email during normal business hours (Monday – Friday 8 am – 5 pm Central Time). Routine remote support requests shall be returned the same business day or by 10 am the following day if sent after 3 pm Central Time.

Remote support shall include, but not limited to:

- Discussion of issues and answer questions
- Engineering evaluation and analysis of pending issues

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

- Review new tenant applications
- Preparation for and follow up from site visits
- Evaluate any desired changes to current installations and configurations
- Evaluate new equipment selection and/or installation
- Evaluate airport expansion plans and issues
- Consultation with third parties concerning RF related issues

B. The Contractor shall be available for emergency remote support via telephone 24/7 to address unexpected issues. Contractor shall respond to Emergency calls within 2 hours.

C. The Contractor shall be available within 24 hours of notification from the City for Emergency on-site visits to act on unexpected issues such as equipment failures, severe radio interference affecting police, fire, or other critical operations. The engineer responding to such calls shall be a senior level engineer who has been granted unescorted security badge privileges by the City and has prior knowledge of the airport systems and layout.

D. The Contractor shall be required to perform scheduled quarterly site visits to the airport facility. The Contractor shall assign up to four total senior and/or staff engineers to ABIA for badging. A minimum of two engineers shall be assigned to the airport during the life of this contract and these engineers shall develop detailed and specific knowledge about the airport's systems and topology such that they can work independently throughout the airport facilities and provide remote support. Additional trips beyond the quarterly visits may be required.

The tasks performed during scheduled site visits shall include one or more of the following:

- Signal distribution systems inspections and performance verification
- Tenant radio system inspections and improvements
- Meetings with airport stakeholders to discuss issues, current status, and future plans
- Evaluation and resolution of issues identified prior to or the during site visit
- Supervise, inspect, and/or evaluate new equipment installations or changes to existing systems
- System enhancements and installations
- Additional tasks as identified and specified by the Airport

2. SYSTEM DOCUMENTATION AND DOCUMENT UPDATES

The Contractor shall update and maintain all required system documentation related to the City's 800/400 MHZ distributed antenna system, tenant radio systems, and other RF systems installed at ABIA. Documentation includes updating existing system documents, identifying and labeling system components and creating new documentation for new systems. All reports and documents shall be considered and marked confidential and shall be delivered to the Airport via secure delivery as specified by the Airport Required Reports

A. Required Reports

- a. Monthly: The Contractor shall provide a monthly report log that documents all work completed from the prior month. This Contractor shall deliver the report to the Information Systems Manager, or designee, no later than the 5th business day of the subsequent month. The work report shall include brief description of the work. Contractor shall classified work as Remote request, Site Visit or Documentation. The report shall note the date the work commenced and the approximate effort in hours along with a brief description of the work

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

requested and completed.

- b. Trip: The Contractor shall provide a comprehensive Trip Report after each site visit and after any emergency visits. Scheduled Trip Reports shall include a synopsis of all work performed, any issues discovered, resolution to issues, follow up activities and action items. Contractor shall deliver Trip Reports no later than 10-business days post site visit. Emergency Trip Reports shall include an in depth analysis of the issue(s) found, root cause for the failure and recommendations for remediation and prevention. Contractor shall deliver Emergency Trip Reports to the Information Systems Manager, or designee, within five-business days post site visit.
- c. Quarterly: Contractor shall provide Quarterly Status Reports that include a summary of all tasks accomplished during the reporting quarter, tasks and plans outlined for the upcoming quarter, financial status for the contract, identified risks and/or outstanding problems, and outstanding or pending action items. Contractor shall deliver Quarterly reports for the prior quarter no later than the 15th day of the first month of the subsequent quarter.
- d. Other: Additional reports, white papers, business case studies, or other documents shall be provide as requested.

3. TELECOMMUNICATIONS AND RADIO FREQUENCY (RF) SYSTEMS

As needed, the Contractor shall provide design, modification, coordination, troubleshooting, analysis, maintenance and repair on any of the systems listed below. This is not an all-inclusive list and the Contractor shall be required to work with other new or existing systems at the Airport.

4. FREQUENCY INVENTORY

The Contractor shall inventory and document all airport- approved or FCC-licensed RF systems and frequencies on and within five miles of the Airport. The Contractor shall maintain and keep current documentation pertaining to these systems and frequencies.

5. REVIEW RF APPLICATIONS

The Contractor shall review and recommend approval, disapproval, or modification of all RF applications for new, or modification of existing, RF systems on the Airport. The Contractor shall document and keep current documentation pertaining to all existing and new applications for RF systems.

6. BUDGET AND PLANNING

The Contractor shall assist the Airport Information Systems staff in the identification of projects and preparation of budgetary estimates for the implementation, maintenance, expansion, modification, or replacement of airport RF systems.

7. MEETINGS

When requested by the Airport, the Contractor shall participate in project meetings, design, and planning sessions, tenant and management meetings, RF interference issues, capacity, coverage and access issue resolution or any other activity where RF systems issues are discussed.

8. RF CONSULTING AND DESIGN

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

The Contractor shall perform incidental RF design and general RF consulting work as requested by the Airport. This work shall include field investigation, production of drawings, proposed procurement documents, and other requests, which may be required.

9. TASK ORDER WORK

Certain design or general consulting projects will be assigned on a Task Order basis. These task orders may require the Contractor to perform a well-defined scope of work, or RF interference, coverage, capacity, or access problem, which may involve field investigation, analysis, design, production of contract documents, bidding and negotiation support, construction administration or written recommended solutions to RF problems. Task orders include a well-defined scope of work with well-defined deliverables and outcomes. The airport will request a proposal with pricing before issuing any task order work.

10. PROJECT COORDINATION

As needed, the Contractor shall coordinate with third-party designers on large, multi-discipline projects to ensure that:

- ABIA end-user RF requirements are incorporated into the third-party designer's work.
- The systems designed by the third-party Vendor are in compliance with the Airport's engineering and construction design guidelines, Information Systems RF Technical Standards, and other RF requirements.
- The systems designed for the project do not interfere with existing or planned Airport RF systems and correctly interface with the Airport's Premise Wiring and Communications System.
- The Contractor shall review the third-party design work prior to bid to ensure the design fully complies with the items identified above.

11. SYSTEMS TESTING

The Contractor shall act on behalf of the Airport during RF system testing, commissioning and acceptance activities as requested.

Contractor shall be able to measure radio performance in accordance with (IAW) standards such as TIA/EIA 603, TSB-88, FCC emission mask, and others.

Contractor shall calculate intermodulation products, radio desensitization, interference and other radio transmission impairments of a hostile electromagnetic environment.

12. OTHER

The Contractor shall assist with specialty areas such as FCC license applications and research, technical RF license/lease language recommendations and technical exhibits, RF policy language and documents, white papers/recommendations concerning specific emerging RF technologies and standards, non-ionizing RF radiation and maximum permissible exposure level (MPE) studies, and other related assignments.

6. CONTINUOUS REMOTE MONITORING

The Contractor shall provide a system of continuous remote monitoring of the Airport's DAS. This monitoring system shall provide continuous monitoring of the GATRRS downlink band, allow for measurements to be analyzed in near-real-time, allow multiple signals to be analyzed, and allow for

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
Request for Qualifications**

measurements and analysis to be remotely modified. Results shall be delivered to the Airport Service Desk daily via email, and immediate notifications should be sent if signals measurements are outside pre-determined thresholds. Measurements shall include the following parameters:

- BDA Alarm Sense
- Signal level
- Input and Output Channel Power and Channel usage
- Staggered downlink received power sensors
- Staggered uplink transmissions
- Count of simultaneous carriers in the GATRRS band

The monitoring system shall provide email alerting that would allow immediate detection of a failure at the head end, downstream amplifiers, and/or damage to the primary pick up antenna. Alerts shall be monitored by the Contractor and sent to the Airport Service Desk to ensure that actions are taken to correct issues immediately. The following alerts shall be available:

- Daily Status Emails
 - System performance over the last day
 - System health indicators and status
- Immediate Fault Notification Emails
 - Explanation of fault detected
 - System health indicators and status
 - Recommended courses of action to take

Historical Data from the monitoring system should be available to the Airport on request.

7. TOOLS, SOFTWARE, EQUIPMENT, AND TRAINING

The Contractor shall be required to conduct specialized testing. The Contractor shall own general purpose RF test equipment such as spectrum analyzers, signal generators, service monitors, transmitters, test receivers, an RF exposure meter, external amplifiers, attenuators, and other equipment needed for task orders. Contractor shall not charge the City for use, acquisition or repair of the tools and equipment owned by the Contractor. If third party equipment rental is needed to perform work, price for equipment rental shall be included on the Contractor's quote. The Contractor shall be responsible for any loss or damage to rented or owned equipment used on a project under this contract.

Satisfactory proof of equipment/tools rentals shall include a copy of the materials or equipment rental invoices, properly dated and itemized with enough detail to reconcile the charge to each job performed for the City. Only materials and equipment rentals from third parties shall be invoiced to the City. Software tools used to provide design and planning are required. These include microwave link analysis, multi-site radio coverage analysis, topographical data (30 meter or less), indoor radio mapping software, and other engineering tools required for tasks.

Contractor shall have automated tools for calculating intermodulation products and radio desensitization to assist in radio site planning and active interference complaints.

Engineers assigned to tasks shall be able to operate both the equipment and software as needed to complete the task.

**City of Austin, Department of Aviation
Radio-Frequency and Wireless Engineering Support Services
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8. SMALL PARTS ALLOWANCE

The Airport will reimburse the vendor for small parts, materials, and equipment necessary to make repairs and minor enhancements to campus RF systems. The Airport shall approve material and equipment purchases prior to purchase. All parts, material, and equipment purchases shall become the property of the Airport. Receipts and or packing lists for all purchases shall be included with reimbursement claims. Cost of any individual purchase may not exceed \$500. Total annual expenditures may not exceed \$10,000.

9. PROFESSIONAL RESPONSIBILITY

The firm's representative shall conduct themselves in a professional and courteous manner at all times while on the ABIA premises. All personnel shall comply with all airport rules and regulations. Under no circumstances shall any employee or representative of the firm request, demand, or accept any gratuity: (1) while on the airport, or (2) related to any work or services under this agreement, or (3) with respect to any other department or consulting service under contract with the City of Austin.

10. SECURITY, CONFIDENTIALITY, AND NETWORK DATA SECURITY REQUIREMENTS

Contractor's staff on-site and remote staff shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport. Refer to Exhibitt A: Airport Security Requirements for more detail.

Contractor on-site staff shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at Aviation Department.

Contractor on-site and remote staff shall be required to sign a non-disclosure agreement and keep the details of Aviation Department confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation.

Contractor remote access staff shall meet Aviation Department security requirements.

The Contractor shall provide notice to the Airport within 24 hours of a termination or resignation of support staff.

All materials and information provided or made available to the Contractor by the City while working on this Contract shall be regarded as confidential information in accordance with Federal law, State law, and ethical standards. The Contractor shall take all necessary steps to safeguard the confidentiality of such materials or information. The Contractor shall be responsible for insuring that its employees and Subcontractors associated with this contract abide by the confidentiality requirements of the Contract.

The Airport will provide security for gaining entry and access to its sites. As some program and individual data is of a highly sensitive nature and cannot be removed from the work location, the Contractor shall be responsible for sanitizing, i.e., removing or redacting, any such data before its removal.

This proposal includes data that shall not be disclosed outside the City of Austin and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on all sheets.

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 12th day of May, 2017

CONTRACTOR Booz Allen Hamilton

Authorized Signature

Title


Principal

Section 0815: Living Wages Contractor Certification

Company Name Booz Allen Hamilton

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

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

Employee Name	Employee Job Title
Michael Jacobs	Project Engineer, Principal Engineer
Beth Bragg	Project Controller
Joel Fox	Senior Engineer
Jason Miller	Senior Engineer
Michael Brodie	Staff Engineer
C Todd Bower	Associate Engineer

USE ADDITIONAL PAGES AS NECESSARY

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

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

Section 0815: Living Wages Contractor Certification

Company Name Booz Allen Hamilton

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

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

Employee Name	Employee Job Title
Kevin Bartas	Junior Engineer

USE ADDITIONAL PAGES AS NECESSARY

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

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

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER:	PAX0503
SOLICITATION TITLE:	Radio Frequency and Wireless Engineering Support Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information		
Company Name	Booz Allen Hamilton	
City Vendor ID Code	V00000945117	
Physical Address	8283 Greensboro Dr	
City, State Zip	McLean, VA 22102	
Phone Number	(434) 975-8154	Email Address mason_anthony@bah.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture	
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>		
<p><u>Joe Shepherd, Principal</u></p>		<p>May 12, 2017</p>
<p>Name and Title of Authorized Representative (Print or Type)</p>		<p>Signature/Date</p>



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS
ATTACHMENT A**

Solicitation Number: RFQS PAX0503

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.

1. 0300 STANDARD PURCHASE TERMS & CONDITIONS

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

Page Number 5 Section Number 19 Section Description WARRANTY-PRICE

Alternate Language:

Delete sub-item A & C

Justification:

Booz Allen Hamilton holds thousands of contracts with numerous entities globally, each with unique contract and statutory conditions. We do not have a compliance mechanism to ensure favored pricing terms to any particular customer.

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



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS
ATTACHMENT A**

Solicitation Number: RFQS PAX0503

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.

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

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

Page Number 6 Section Number 22 Section Description WARRANTY-SERVICES

Alternate Language:

Add the following sentence: For purposes of the warranty, Acceptance Date shall be the earlier of: formal acceptance of the deliverable(s) by the City of Austin; or thirty (30) calendar days from delivery of the deliverables to the City of Austin by the Contractor.

Justification:

As currently written, "Acceptance Date" is not defined in the Standard Purchase Terms & Conditions or the Standard Purchase Definitions.

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



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS
ATTACHMENT A**

Solicitation Number: RFQS PAX0503

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1. 0300 STANDARD PURCHASE TERMS & CONDITIONS

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

Page Number 10 Section Number 37 Section Description CONFIDENTIALITY

Alternate Language:

In the performance of this Agreement, the Parties may require access to certain confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the other Party or its licensors consider confidential) (collectively, "Confidential Information"). The receiving Party acknowledges and agrees that the Confidential Information is the valuable property of the disclosing Party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and/or its licensors. The receiving Party (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 disclosing Party or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the receiving Party promptly notifies the disclosing Party before disclosing such information so as to permit the disclosing Party reasonable time to seek an appropriate protective order. The receiving agrees to use protective measures no less stringent than it 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.

Justification:

Confidentiality must be mutual. Contractor is entitled to protection of its confidential and proprietary information in the same manner as City is entitled.

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



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS
ATTACHMENT A**

Solicitation Number: RFQS PAX0503

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.

1. 0300 STANDARD PURCHASE TERMS & CONDITIONS

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

Page Number N/A **Section Number** N/A **Section Description** LIMITATION OF LIABILITY

Alternate Language:

Neither Party shall be liable to the other for consequential, indirect, incidental, special or punitive damages even if it has been advised of the possibility of such damages. The liability of the Contractor to the City for any reason and upon any cause of action (including without limitation, contract, warranty, tort, negligence or any other legal theory) shall be limited to the amount paid to the Contractor by the City hereunder for the project. This limitation applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. The limits on liability in this paragraph will apply (i) to the maximum extent permitted by applicable law, and (ii) notwithstanding the failure of essential purpose of any limited remedy.

Justification:

There is no limitation of liability clause included in the agreement. The proposed clause above fairly protects both parties from unlimited liability claims.

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



**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS
ATTACHMENT A**

Solicitation Number: RFQS PAX0503

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.

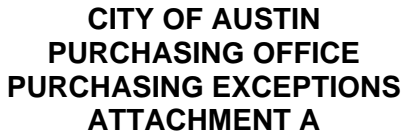
1. 0400 SUPPLEMENTAL PURCHASE PROVISIONS

☒ 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.



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.

☒ 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.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sai Purcell/512-974-3058	PM Name/Phone	Diana Health/512-530-7204
Sponsor/User Dept.	Aviation	Sponsor Name/Phone	N/A
Solicitation No	RFQS - PAX0503	Project Name	Radio-Frequency and Wireless Engineering Support Services
Contract Amount	\$250,000 annually 24-months/3 12-month options	Ad Date (if applicable)	04/10/17
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Department of Aviation (the Airport) is seeking professional Radio Frequency (RF) Engineering support services from an established firm with airport RF management and avionic communications systems experience to provide support services associated with the operation and maintenance of radio communications and RF systems infrastructure and distribution.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
The previous contracts were put in place through sole source method since 1999.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
90559 - 10%, 92076 - 5%, 95285 - 85% (vendor must have experience performing radio frequency engineering support for airport)			
Sai Xoomsai Purcell		512-974-3058	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	4/3/2017	Date Assigned to BDC	4/3/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	

GOAL DETERMINATION REQUEST FORM

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

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

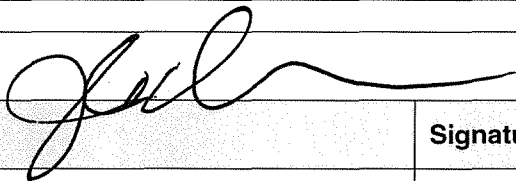
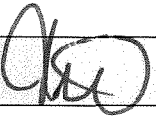
If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Provide information on availability. See attached

Subcontracting Opportunities Identified

Three scopes of services were identified however only limited number of certified firms are listed for two of the commodity codes. 3 firms for 92076, 2 for 95285 and 0 for 90559. Certified firms may bid as primes.

Jolene Cochran 		4/3/2017
SMBR Staff	Signature/ Date	
SMBR Director or Designee 	Date	4.6.17
Returned to/ Date:		