

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND**

**Red Wing Brands of America, Inc. ("Contractor")  
for**

**Red Wing Safety Footwear  
Contract No. MA#2200-GC180000003**

This Contract is between Red Wing Brands of America, Inc. having offices at 314 Main Street, Red Wing, MN 55066 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on May 10, 2018. Solicitation requirements are met by using Contractor's Texas Multiple Award Schedule (TXMAS) Contract No. TXMAS-17-8407.

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

- 1.1.1 Exhibit A, TXMAS Contract No. TXMAS-17-8407
- 1.1.2 This Contract
- 1.1.3 Exhibit B, Supplemental Purchase Provisions, Section 0400
- 1.1.4 Exhibit C, The City's Non-Discrimination Certification
- 1.1.5 Exhibit D, The City's Non-Suspension & Debarment Certification
- 1.1.6 Exhibit E, The City's Standard Purchase Terms and Conditions, Section 0300
- 1.1.7 Exhibit F, Red Wing Brands of America Inc. pricing schedule
- 1.1.8 Exhibit G, Workplace Conditions Affidavit

**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 Exhibit A referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Exhibit B as referenced in Section 1.1.3
- 1.2.4 Exhibit C as referenced in Section 1.1.4
- 1.2.5 Exhibit D as referenced in Section 1.1.5
- 1.2.6 Exhibit E as referenced in Section 1.1.6
- 1.2.7 Exhibit F as referenced in Section 1.1.7
- 1.2.8 Exhibit G as referenced in Section 1.1.8

**1.3 Term of Contract**

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 53 months.

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

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$1,598,979 for the Contract term.

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.

**RED WING BRANDS OF AMERICA, INC.**

**CITY OF AUSTIN**

Mike Noonan  
Printed Name of Authorized Person  
[Signature]  
Signature  
V.P. Business Services  
Title:  
5.2.2018  
Date:

Claudia Rodriguez  
Printed Name of Authorized Person  
[Signature]  
Signature  
Procurement Specialist IV  
Title:  
5/2/2018  
Date:

- Exhibit A- TXMAS Contract No. TXMAS-17-8407
- Exhibit B- Supplemental Purchase Provisions, Section 0400
- Exhibit C- The City's Non-Discrimination Certification
- Exhibit D- The City's Non-Suspension & Debarment Certification
- Exhibit E- The City's Standard Purchase Terms and Conditions, Section 0300
- Exhibit F- Red Wing Brands of America Inc. Pricing Schedule
- Exhibit G- Workplace Conditions Affidavit, Section 0825

## EXHIBIT A

**STATE OF TEXAS  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)  
CONTRACT NO: TXMAS-17-8407**

**THIS CONTRACT** is entered into by and between the Texas Comptroller of Public Accounts (CPA), an agency of the State of Texas, through its Statewide Procurement Division located at 1711 San Jacinto Blvd., Austin, Texas 78774 and Red Wing Brands of America, Inc. (Contractor) with its principal place of business located at 314 Main Street, Red Wing, MN 55066.

This Contract is effective as of the date of signature by CPA after having first been signed by Contractor.

### **1. BACKGROUND**

Contractor has entered into a contract with the federal government or other governmental entity that was awarded using a competitive process (Base Contract). CPA has determined that the underlying Base Contract offers goods or services that may be of interest to Customers. CPA will use the Base Contract as a basis for a Texas multiple award schedule (TXMAS) contract with Contractor as permitted by Section 2155.501 *et seq* of the Texas Government Code. This TXMAS Contract establishes terms and conditions under which Customers may acquire Contractor's goods or services, but this Contract does not obligate any Customer to do so.

Customers are defined as those entities permitted to purchase from a TXMAS contract and consists of state agencies (as defined by Section 2151.002 of the Texas Government Code), local governments (as defined by Section 271.101 of the Texas Local Government Code), assistance organizations, special districts, MHMR community centers, Texas Rising Star Providers, or any qualified ordering entity participating in the cooperative purchasing program.

### **2. CONTRACT DOCUMENTATION**

- (a) This Contract consists of the Base Contract as amended by this Contract (see Contract section entitled "Entire Agreement") and any subsequent contract amendments issued by CPA. To the extent there is a conflict between this Contract and the underlying Base Contract, this Contract controls.
- (b) The Base Contract consists of all documents and materials incorporated in that agreement with the governmental entity that awarded the Base Contract. Those documents include, but are not limited to, the governmental entity's competitively procured solicitation, Contractor's response to that solicitation, any resulting contract and all amendments thereto, and any authorized price lists.
- (c) Additionally, all representations, clarifications, and certifications submitted by Contractor as a part of the Base Contract contracting process are also included. This includes any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Base Contract, including, as applicable, all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), Federal Information Processing Standards Publication (FIPS PUB), Federal Standards (FED-STD) and United States Code (USC) provisions, and any other applicable law or rule governing the contract relationship. By way of example, if the Base Contract is with the United States General Services Administration (GSA), such would include all cited FAR and DFAR provisions relating to warranties, liabilities, and rights in data, and the GSA's Price Reduction Clause, among others.
- (d) Prices reflected on the Base Contract are maximum prices. A Customer may negotiate a lower price for goods and services than that listed on the Base Contract.

### **3. CERTIFICATION OF ACCURACY**

Contractor hereby certifies that all copies of the Base Contract documents that were submitted to CPA are true, correct, current, and complete. Contractor further represents and warrants that all future Base Contract revisions submitted to revise this Contract will also be true, correct, current, and complete.

### **4. REPRESENTATIONS**

Contractor warrants that all certifications and representations made as a basis for obtaining or as a part of the Base Contract were and still are true and accurate. Contractor further agrees that such representations are a basis for CPA entering into this Contract and that such representation and certifications inure to the benefit of the State of Texas, CPA, and all Customers under this Contract.

### **5. FUTURE NOTICE**

- (a) Contractor acknowledges that any continuing obligation to notify the governmental entity that awarded Contractor's Base Contract of changes affecting the Base Contract (including, by way of example only, notices required under any price change provisions of the Base Contract) imposes a corresponding continuing obligation to notify CPA under this TXMAS Contract.
- (b) Contractor agrees to notify CPA within 30 calendar days of all changes in the status of or amendments to the Base Contract.
- (c) Contractor shall promptly notify CPA of any modifications to the Base Contract. CPA will consider Contractor's violation of this clause a material breach of the Contract and CPA may immediately terminate this Contract or pursue any other available contract remedy.

### **6. PARTIES TO THIS CONTRACT**

- (a) For purposes of this Contract, all rights and obligations of Contractor and the governmental entity that awarded Contractor's Base Contract will be rights and obligations of Contractor and the State of Texas, CPA, and Customers, except to the extent that such would create an absurdity, are modified by this Contract, or would violate state or federal law. CPA is the contracting agency that is a party to this Contract, but may, as a state agency, also be a Customer under this Contract.
- (b) Unless expressly stated otherwise or unless the context clearly indicates otherwise, all Customers of this Contract will have the same rights and remedies of the State of Texas and CPA under this Contract including, but not limited to, the provisions regarding indemnification. Any order placed by a local government under this Contract will be between Contractor and the local government. Contractor will look solely to the local government for performance, including but not limited to, payment, and will hold the State of Texas harmless with regard to such orders. The State of Texas, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should Contractor fail to honor its obligations under an order from a local government.
- (c) In performing this Contract, Contractor and Contractor's employees, representatives, agents and any subcontractors are not employees of the State of Texas, CPA, or Customers. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the State of Texas, CPA, and Customers are in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve



Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

## **7. TXMAS PROGRAM REQUIREMENTS**

In addition to all other provisions in this Contract that constitute changes or modifications to the Base Contract, Contractor agrees to the following provisions, notwithstanding anything to the contrary contained in the Base Contract:

- (a) All equipment will be new and all replacement parts will be new.
- (b) The ordering and payment addresses under this Contract will be those contained in Contractor's offer letter to the State.
- (c) Payments and invoicing will be in accordance with the terms discussed under the provisions in this Contract entitled "PAYMENT; TRAVEL EXPENSES" and "INVOICE REQUIREMENTS."
- (d) All shipping of equipment under warranty for repairs will be at Contractor's expense.
- (e) All references to hours of the day will be deemed to be references to Central Time.
- (f) Neither the State of Texas, nor CPA, nor Customers will purchase goods or services for overseas delivery or provide Contractor with overseas support.
- (g) Contractor may not sell and Customers may not purchase goods or services that are not included in this Contract. Therefore, to the extent the Base Contract contains terms that are not included in this Contract (such as blanket purchase agreements and contractor team arrangements), those terms are not applicable to this contract. However, for administrative convenience and to satisfy a total best value procurement requirement, a Customer may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the Base Contract to the extent permitted by applicable laws, rules, and regulations. The purchase of incidental items will be treated as an open market purchase and clearly labeled on the purchase order as open market items. These incidental items may not exceed \$5,000. If incidental goods or services exceed \$5,000, the purchase order may be void.
- (h) Contractor may only sell professional services to Customers as defined and mandated by Chapter 2254, Subchapter A, of the Texas Government Code. CPA will consider Contractor's violation of this clause a material breach of the Contract and CPA may immediately terminate this Contract or pursue any other available contract remedy.
- (i) Contractor may not sell to state agency Customers under this Contract any consulting services available on Contractor's Base Contract that are subject to Chapter 2254, Subchapter B of the Texas Government Code. CPA will consider Contractor's violation of this clause a material breach of the Contract and CPA may immediately terminate this Contract or pursue any other available contract remedy.
- (j) Contractor may not sell to Customers under this Contract any technology commodity items (defined under Section 2157.068 Texas Government Code) that are available on Contractor's Base Contract. This includes commercial software, hardware, or technology services that are generally available to businesses or the public. This Contract specifically excludes any technology commodity item listed in Contractor's Base Contract or Contractor's catalog or proposal. CPA will consider Contractor's violation of this clause a material breach of the Contract and CPA may immediately terminate this

Contract or pursue any other available contract remedy.

- (k) Contractor must submit a TxSmartBuy catalog to CPA with the exact same list of goods and services that the Base Contract permits Contractor to sell for uploading into the TxSmartBuy online ordering system. The TxSmartBuy catalog must reflect the goods and services listed on the base contract website. If a good or service is not visible online, then CPA will not list the good or service on the TxSmartBuy online ordering system.

## 8. TXSMARTBUY

- (a) **Online ordering.** CPA operates the TxSmartBuy online ordering system to allow Customers to order from the TXMAS Contract online. Customers may search for available goods and services, compare prices, and place orders through TxSmartBuy. Customers will exclusively access the goods or services available under Contractor's TXMAS contract through TxSmartBuy.
- (b) **Pricing and related information not confidential or proprietary.** The operation of TxSmartBuy requires CPA to publish all pricing information and other related information online. Consequently, by signing this agreement, Contractor agrees that the pricing (and other related information) submitted as part of Contractor's offer packet is not confidential or proprietary. By submitting an offer packet, Contractor consents to the publication of Contractor's pricing and related information on TxSmartBuy.
- (c) **TxSmartBuy administrative fee.** To cover the costs of operating TxSmartBuy, CPA will charge Contractor a 1.5% TxSmartBuy administrative fee. If Contractor wishes to recover this fee, CPA authorizes Contractor to charge up to 1.5228% additionally on its offer of goods or services. In CPA's review and evaluation of Contractor's pricing in its submitted offer packet, CPA assumes that Contractor has already considered and factored in no more than a 1.5228% maximum recoupment of the TxSmartBuy administrative fee.
  - (i) Contractor shall remit the 1.5% TxSmartBuy administrative fee on a monthly basis. The TxSmartBuy administrative fee is based on the amount of sales (based on the good's or service's delivery date) under this Contract for the previous month and is due upon receipt of the invoice that CPA will e-mail to Contractor the following month.
  - (ii) CPA will bill Contractor for this fee based on all sales under the Contract.
  - (iii) The TxSmartBuy administrative fee remittance should be identified as "TxSmartBuy Admin Fee" and made payable to **CPA**. The remittance address is: Texas Comptroller of Public Accounts, Attn: TxSmartBuy Administrative Fee, P.O. Box 13106, Austin, TX 78711-3106.
  - (iv) The TxSmartBuy administrative fee is subject to change at the sole discretion of CPA. CPA will provide Contractor with written notice of any increase to the TxSmartBuy administrative fee.
- (d) **TXMAS sales rebate.** Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the submission. The current sales rebate is 0.73875%. Contractor shall remit the sales rebate on a quarterly basis, using the State of Texas Fiscal Calendar, which starts on September 1 and ends on August 31 of each year. The sales rebate will be for the amount of sales (based on the good's or service's delivery date) under this Contract for the previous quarter and is due upon receipt of the invoice that CPA will e-mail to Contractor the week following the end of the quarter.

- (i) The Sales Rebate remittance should be identified as "TXMAS Sales Rebate" and made payable to **CPA**. The remittance address is: Texas Comptroller of Public Accounts, TXMAS Sales Rebate, P.O. Box 13186, Austin, TX 78711-3186.
- (e) **Warrant hold for non-payment of fees or rebates.** Texas Government Code § 403.055 prohibits CPA from making payments to anyone indebted to the State of Texas. Payments to Contractor may be held and applied to the Contractor's debt in accordance with Texas Government Code § 403.0551.

## 9. DEALERS

- (a) Upon CPA approval, Contractor may designate one or more dealers to provide goods or services under this Contract on behalf of Contractor. To designate a dealer, Contractor must provide a Letter of Authorization. Contractor shall provide a separate Letter of Authorization for each designated dealer.
- (b) The Letter of Authorization must be submitted on Contractor's official letterhead, signed by an authorized representative, and addressed to the attention of the Statewide Procurement Division Director at the address set forth in Contract section entitled "Notices." The Letter of Authorization must include a Letter of Acceptance from the dealer and all supporting documentation. By submitting a Letter of Authorization, Contractor represents and warrants the following:
  - (1) The dealer has been given a copy of this Contract (and all incorporated documents), a duly authorized representative of the dealer has agreed in writing to be bound by the terms and conditions of this Contract and the Base Contract as modified by this Contract, and that such agreement specifically provides that it is for the benefit of the State of Texas, CPA, and Customers, as well as Contractor.
  - (2) Contractor agrees to remain liable under this Contract for any failure of the dealer to perform and for any breach of the dealer under this Contract. Any items sold by an authorized Dealer is subject to the fees set forth in Section 8 above. CPA will look solely to Contractor for payment of all applicable fees and Contractor will be responsible for payment of all applicable fees regardless of whether a dealer provided the goods or services to Customer.
  - (3) Payments under this Contract for the services of any dealer may be made directly to that dealer, and Contractor will look solely to the dealer for any payments due Contractor once the State of Texas, CPA, or a Customer has paid the dealer.
  - (4) To the extent that there is any liability to the State of Texas, CPA, or any Customer arising from doing business with a dealer that has not signed the Letter of Acceptance required under this section with Contractor, Contractor will fully and unconditionally indemnify the State of Texas, CPA, and Customers for such liability.
  - (5) Contractor's Letter of Authorization shall remain effective until CPA receives written notification from Contractor, signed by an authorized representative of Contractor, that the authorization to a dealer is withdrawn.
- (c) The Letter of Acceptance must be submitted on the dealer's official letterhead, signed by an authorized representative of the dealer, and addressed to the attention of Contractor. In the Letter of Acceptance, the dealer must represent and warrant that it has been given a copy of this Contract and the Base Contract, it agrees to be bound by the terms and conditions of this Contract and the Base Contract, as both may be amended from time to time, and such agreement specifically provides that it is for the



benefit of the State of Texas, CPA, and Customers, as well as Contractor. The Letter of Acceptance must also include the following information:

- (1) the dealer's name and address;
  - (2) the dealer's point of contact name, telephone number, fax number, and e-mail address;
  - (3) the dealer's payment address;
  - (4) the dealer's purchase order e-mail address;
  - (5) the dealer's Federal Employer's Identification Number (FEIN); and
  - (6) the dealer's HUB Certificate, if the dealer is a Texas HUB.
- (d) Prior to CPA's approval of Contractor's designated dealer, CPA will review the Letter of Authorization and the required documentation for compliance with this section and applicable state laws and regulations. If the submission of documentation is incomplete (*i.e.*, does not include all required documentation), CPA reserves the right to reject the Letter of Authorization and require re-submission by Contractor of the Letter of Authorization and all required documentation. Even if a submission is complete, CPA reserves the right to reject Contractor's designation of a dealer to provide services under this Contract on behalf of Contractor. Approval is at CPA's sole discretion

#### **10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

In accordance with Chapter 2161 of the Texas Government Code and 34 Texas Administrative Code (TAC) §§20.281 *et seq.*, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services (including professional and consulting services), and commodities contracts.

Contractors are urged to utilize HUBs as defined in 2161.001 of the Texas Government Code Section or small businesses as defined in Section 2155.505(a) Texas Government Code Section to sell or provide services under the Base Contract. A Contractor's failure to make a good faith effort to use HUBs and small businesses under the Base Contract may result in exclusion of Contractor from participation in TXMAS. A list of Certified Texas HUB Vendors can be accessed on CPA's website.

#### **11. LIMITATION ON AUTHORITY; LIMITATION OF LIABILITY**

Contractor shall have no authority to act for or on behalf of the State of Texas, CPA, or Customers except as expressly provided for in this Contract; no other authority, power, use, or joint enterprise is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas, CPA, or Customers.

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE PARTIES AGREE THAT IN NO EVENT WILL THE STATE OF TEXAS, CPA, OR CUSTOMERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12. PAYMENT; TRAVEL EXPENSES**



- (a) Payment shall be made in accordance with Chapter 2251 of the Texas Government Code.
- (b) Except as provided for in Section 2251.021(b) of the Texas Government Code, payment by a state agency or local government is due within thirty (30) calendar days after the later of:
  - (1) the date the state agency or local government receives the goods under this Contract;
  - (2) the date the state agency or local government receives a proper invoice (see Paragraph below entitled "INVOICE REQUIREMENTS") for the goods or services; or
  - (3) the date the performance of the service under the contract is completed
- (c) Except as provided for in Section 2251.021(b) of the Texas Government Code, a payment will begin to accrue interest at a rate by CPA pursuant to the statute on the 31<sup>st</sup> day after the later event described by subsections (b)(1) through (3) above. Interest stops accruing on the date the state agency or local government mails (postmark) or electronically transmits the payment.
- (d) Any travel or per diem required by Contractor to perform its obligations under this Contract and the Base Contract will be at Contractor's expense. All travel and per diem that a Customer requests in addition to what this Contract or the Base Contract requires Contractor to provide at Contractor's expense are subject to, and shall not exceed, the reimbursement limitations applicable to Texas state employees in conducting official state business as prescribed by applicable law, rules, and regulations including, but not limited to, Chapter 660 of the Texas Government Code, the General Appropriations Act and rules adopted by the Comptroller.

### **13. INVOICE REQUIREMENTS**

- (a) In order to receive payment, Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address. To be a proper invoice, the invoice must include the following information and/or attachments:
  - (1) Name and address of Contractor as designated in this Contract.
  - (2) Contractor's Federal Employer's ID Number (FEIN) as designated in this Contract.
  - (3) Contractor's invoice remittance address as designated in this Contract.
  - (4) The purchase order number authorizing the delivery of products or services.
  - (5) A description of what Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, Contractor must also include the payment number (e.g., 1 of 36).
- (b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of Contractor's information.
- (c) If an invoice does not meet this section's requirements or if Contractor fails to give proper notice of a price increase (see Paragraph below entitled "NOTIFICATION OF PRICE INCREASE"), CPA will

send Contractor written notice with the improper invoice to the address designated for receipt of purchase orders. The notice will contain a description of the defect or impropriety and any additional information Contractor needs to correct the invoice.

- (d) In submitting an invoice to a Customer, Contractor certifies: that the invoice has been carefully reviewed for detailed description of the services performed or goods delivered; that the services have been performed or goods delivered in compliance with this Contract and the Base Contract; that the amount of the invoice and all previous invoices together do not exceed the contractual cap of this Contract, the Base Contract, or Contractor's negotiated fees; that the charges and expenses shown on the invoices are reasonable and necessary; and that all appropriate and required supporting documentation is attached. Customer may, in its sole discretion, require additional documentation to support payment and Contractor shall respond to any such requests within five (5) calendar days of receipt. Customer reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. Customer also reserves the right to refuse payments for invoices that exceed the rates specified in this Contract or the Base Contract or Contractor's negotiated fees.

#### **14. AUDIT REQUIREMENTS**

Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office, or successor agency, may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. This Contract may be amended unilaterally by the CPA to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement of Section 2262.154 of the Texas Government Code. **Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any dealer agreement or subcontract.**

Customers who order under the Contract using federal or grant funds may have additional audit requirements that are required by state or federal law or regulation. Those additional requirements will be included on the purchase order for that particular order.

#### **15. NOTIFICATION OF PRICE INCREASES**

For price increases authorized under this Contract, notification of such must be given to CPA and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g., existing leases, licenses, or annual maintenance programs). Contractor must give these notices no later than 30 calendar days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

#### **16. NON-APPROPRIATION OF FUNDS**

All obligations of CPA and Customers are subject to the availability of legislative appropriations and, for Customers expending federal funds, to the availability of the federal funds applicable to this Contract.

Contractor acknowledges that the ability of CPA and the Customers to make payments under this Contract is contingent upon the continued availability of funds. Contractor further acknowledges that funds may not be specifically appropriated for the Contract and CPA's or Customers' continual ability to make payments under this Contract is contingent upon the funding levels appropriated for each particular appropriation period. CPA and the Customers will use all reasonable efforts to ensure that such funds are available. Contractor agrees that if future levels of funding for CPA or a Customer are not sufficient to continue operations without any operational reductions, CPA, in its discretion, may terminate this Contract, either in whole or in part, or the Customer, in its discretion, may terminate a pending order under this Contract, either in whole or in part. In the event of such termination, neither CPA nor Customers will be considered to be in default or breach under this Contract, nor shall CPA or Customers be liable for any further payments ordinarily due under this Contract, nor shall CPA or Customers be liable for any damages or any other amounts which are caused by or associated with such termination. CPA and Customers shall make best efforts to provide reasonable written advance notice to Contractor of any such Contract or order termination. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on that particular order if an order is being terminated, or this Contract, if this Contract is being terminated. CPA or the Customer, as applicable, shall be liable for payments limited only to the portion of work CPA or the Customer authorized in writing and which Contractor has completed, delivered to CPA or Customer, and which has been accepted by CPA or Customer. All such work shall have been completed, per Contract requirements of this Contract and the Base Contract, prior to the effective date of termination.

## **17. PUBLIC INFORMATION**

The CPA is a governmental body subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code, as are other potential Customers of this Contract. The Base Contract and other information submitted to the CPA by Contractor are subject to release as public information by the CPA and by any Customer that is also subject to the PIA. The Base Contract and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Contractor to include proprietary or otherwise confidential information in its submitted information, Contractor must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire submission is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire submission subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the submitted information that are considered by Contractor to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Contractor as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA and Contractor shall thereby be irrevocably deemed to have waived, and Contractor agrees to fully indemnify the State of Texas, CPA, and any Customer subject to the PIA from, any claim of infringement by CPA and any Customer subject to the PIA regarding the intellectual property rights of Contractor or any third party for any materials appearing in the submitted information.

Contractor is required to make any information created or exchanged with a state governmental entity (as defined by Section 2252.907(d) of the Texas Government Code) pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas, CPA, or Customers: portable document format (pdf) compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper).

## **18. CONFIDENTIALITY AND SECURITY**

Any information Contractor receives, compiles, or creates as a result of this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. Contractor shall



establish a method to secure the confidentiality of records and other information relating to Customers in accordance with applicable federal and state laws, rules, and regulations.

The obligations of Contractor under this Confidentiality and Security section shall survive this Contract and shall be included in all subcontracts.

## **19. RECORDS RETENTION**

Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. Contractor shall retain all such records for a period of seven (7) years after the expiration of this Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. Contractor shall grant access to all books, records and documents pertinent to this Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under this Contract.

## **20. INSURANCE AND OTHER SECURITY**

Contractor represents and warrants that it will obtain and maintain for the term of this Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder. Contractor shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with all statutory requirements of all states in which Contractor performs under this Contract and must cover any cargo being delivered to Customers.

Contractor represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. Contractor shall furnish proof of insurance upon request of a Customer or the CPA.

## **21. LIABILITY FOR AND PAYMENT OF TAXES**

CPA and certain Customers are exempt from certain taxes. Customers will furnish proof of tax exempt status to Contractor upon request. Contractor shall pay all taxes resulting from this Contract and the Base Contract including any federal, state, or local income, sales, excise, or property taxes. The State of Texas, CPA, and Customers does not have tax liability under this Contract and will not reimburse Contractor for the payment of such taxes incurred by Contractor in acquiring any goods or services as a part of any work called for in this Contract or the Base Contract. Contractor's invoice may not include any amount for such taxes.

## **22. TERM AND TERMINATION**

This Contract shall become effective on the date countersigned by the appropriate CPA official. Unless otherwise sooner terminated as provided in this Contract, this Contract will terminate no later than five years from the date of execution. If the Base Contract expires less than five years from the date of Contract execution, this Contract will terminate upon the later to occur of (1) the expiration of the Base Contract or (2) the physical completion of the last outstanding task or delivery of the final order placed under, and prior to the expiration of, the Base Contract through this Contract. Except as otherwise provided in this Contract or the Base Contract or as determined by Customer, at Customer's sole option, all applicable service agreements that were entered into between Contractor and Customers under the terms and conditions of this Contract shall survive the cancellation or termination of this Contract and the cancellation or termination of the Base Contract. Absent Customer agreement to the contrary, in the event of termination of this Contract, Customers' sole and maximum obligation shall be to authorize payment to Contractor for previously authorized goods or services performed in

accordance with all requirements of this Contract and the Base Contract, up to the termination date.

**(a) Termination for Convenience of the State of Texas**

The CPA reserves the right to terminate this Contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice, if the CPA determines that such termination is in the best interest of the state. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination.

**(b) Termination for Cause**

If Contractor fails to provide the goods or services contracted for according to the provisions of this Contract or the Base Contract, or fails to comply with any of the terms or conditions of this Contract or the Base Contract, the CPA may, upon written notice of default to Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract and the Base Contract.

The CPA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of this Contract or the Base Contract, or to recover damages for the breach of any agreement being derived from this Contract or the Base Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless the CPA notifies Contractor in writing prior to the exercise of such remedy. Contractor shall remain liable for all covenants and indemnities under this Contract and the Base Contract. Contractor shall be liable for all costs and expenses, including court costs, incurred by the CPA with respect to the enforcement of any of the remedies listed herein.

**(c) Change in Federal or State Requirements**

If federal or state laws, rules, regulations, or requirements applicable to this Contract are amended, performance under this Contract will be subject to the laws, rules, regulations, or requirements applicable at the time of performance under this Contract. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either the CPA or Contractor cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of this Contract, the Parties shall be discharged from any further obligations under this Contract.

**(d) Termination for Non-Appropriation of Funds**

CPA may terminate the Contract immediately for non-appropriation of funds as further detailed in the Contract section entitled, "Non-Appropriation of Funds."

**(e) Property Rights upon Termination**

For purposes of this Contract, the term "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services to be provided by Contractor. In the event that this Contract or the Base Contract is terminated for any reason, or upon the expiration of either this Contract or the Base Contract, Customers shall retain ownership of all associated Work Product and documentation obtained from Contractor under the Base Contract through this Contract. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to Customers, Contractor shall grant to Customers an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses.

**(f) No Liability Upon Termination**

If this Contract is terminated for any reason, the State of Texas, CPA, and Customers shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. In the event of termination of this Contract, the sole and maximum obligation of the State of Texas, CPA, and Customers shall be to authorize payment to Contractor for previously authorized goods or services performed in accordance with all requirements of this Contract and the Base Contract, up to the termination date.

**(g) Survival of Terms**

Termination of this Contract or the Base Contract for any reason shall not release Contractor from any liability or obligation set forth in this Contract or the Base Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

**(h) Lack of Contract Sales**

If the Contract has a limited amount of sales over a period of 12 consecutive months, the contract may be subject to termination in CPA's sole discretion. CPA may, upon written notice to Contractor, immediately terminate the Contract. Contractor may not submit a new TXMAS offer packet within 12 months from the date of the termination notice.

**(i) Misrepresentation of goods and services available under Base Contract**

If Contractor sells goods or services through TXMAS that are not available on the Base Contract, excluding permitted incidental goods and services as further defined in this Contract, CPA may immediately terminate the Contract.

## **23. FORCE MAJEURE**

CPA, any Customer, and Contractor will not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of CPA, Customer, or Contractor. In the event of an occurrence under this Section, the CPA, Customer, or Contractor (Parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Party will immediately notify the other Party(ies) by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

## **24. VENDOR PERFORMANCE**

- (a) CPA may use vendor performance to analyze whether a vendor is eligible for a TXMAS contract. CPA may conduct reference checks with other entities regarding past performance both prior to awarding a contract to Contractor and during the entire term of a TXMAS contract.
- (b) CPA may consider the following conditions when awarding a TXMAS contract or when considering continued contract existence:
  - (i) A score of less than a C or Legacy Unsatisfactory in the Vendor Performance Tracking System (VPTS);



- (ii) Whether the vendor or Contractor is under a Corrective Action Plan with CPA or another state agency;
  - (iii) Having repeated negative vendor performance reports;
  - (iv) Having a record of repeated non-responsiveness to vendor performance issues; and
  - (v) Having purchase orders that have been cancelled in the previous 12 months for non-performance (such as late delivery or not meeting specifications).
- (c) In addition to evaluating performance through VPTS as authorized by 34 Texas Administrative Code § 20.217, CPA may examine other sources of Contractor performance including notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. These sources of Contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the federal government. Further, CPA may initiate these examinations of Contractor's performance based upon media reports. Any investigations are at CPA's sole discretion, and any negative findings, as determined by CPA, may result in not awarding a TXMAS contract or enforcing remedies against Contractor, including contract termination. Information pertaining to VPTS is located on CPA's website at: [http://www.window.texas.gov/procurement/prog/vendor\\_performance/](http://www.window.texas.gov/procurement/prog/vendor_performance/).
- (d) Additionally, in accordance with Section 2155.089 of the Texas Government Code, CPA or state agency Customers will review successful Contractor's performance under a contract resulting from this solicitation after the Contract is completed or otherwise terminated. These reviews and any resulting classification grades will be posted on VPTS as noted in Section 2262.055 of the Texas Government Code.

## **25. DELIVERIES**

All deliveries for orders placed under this Contract shall be F.O.B. Destination.

If delivery delay is foreseen, Contractor shall give written notice to the Customer. Customer has the right to extend delivery or service date if reasons appear valid. Contractor shall keep Customer advised at all times of the status of the order. Default in promised delivery (without accepted reasons), service date, or failure to meet specifications, authorizes the Customer to purchase goods or services elsewhere and charge the full increase, if any, in cost and handling to Contractor.

## **26. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with all federal and state laws regarding equal employment opportunity.

## **27. DRUG-FREE WORKPLACE ACT**

Contractor shall comply with the applicable provisions of the Drug-Free Workplace Act.

## **28. AMERICANS WITH DISABILITIES ACT**

Contractor represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA).

## **29. CIVIL RIGHTS**

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

## **30. IMMIGRATION**

Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

## **31. INDEMNIFICATION**

### **(a) Acts or Omissions**

Contractor shall indemnify and hold harmless the State of Texas, CPA, and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **(b) Infringements**

- (i) Contractor shall indemnify and hold harmless the State of Texas, CPA, and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- (ii) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by Contractor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or



licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

- (iii) If Contractor becomes aware of an actual or potential claim, or Customer provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against Customer, shall), at Contractor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**(c) Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- (i) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE STATE OF TEXAS, CPA, AND/OR THE CUSTOMER SHALL NOT BE LIABLE TO CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- (ii) CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, CPA, CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**32. ADDITIONAL CONTRACTOR CERTIFICATIONS**

- (a) **Gifts to a public servant.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or the Base Contract.
- (b) **Antitrust.** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly



the bid made to any competitor or any other person engaged in such line of business during the procurement process. Contractor hereby assigns to the State of Texas all of Contractor's rights, title and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Contract.

- (c) **Deceptive Trade Practices; Unfair Business Practices.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Chapter 17 of the Texas Business and Commerce Code or allegations of any unfair business practice in any administrative hearing or court suit. Contractor represents and warrants that it has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and further certifies that such officers have not been found to be liable for any such practices in such proceedings.
- (d) **Suspension and Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.
- (e) **Child Support Obligations.** Pursuant to Section 231.006(d) of the Texas Family Code, regarding child support, Contractor certifies that the individuals or business entity named in this Contract are not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if the certification is inaccurate. Furthermore, any Contractor subject to Section 231.006 of the Texas Government Code, must provide names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the application for inclusion in the TXMAS program. This information must be provided to CPA in writing signed by Contractor's duly authorized representative prior to execution of this Contract. By submission of this Contract signed by Contractor without submission of required identity disclosures pursuant to § 231.006(d), Texas Family Code, constitutes a certification by Contractor that no individual or sole proprietor or partner, shareholder, or owner has an ownership interest of at least 25% of the business entity identified as Contractor.
- (f) **Ineligibility due to preparation of specifications.** Pursuant to Section 2155.004(a) of the Texas Government Code, Contractor certifies that neither it nor any person or entity which will participate financially in the Contract has received compensation for participation in the preparation of specifications for this Contract. Under Section 2155.004 of Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, payment withheld, or both if this certification is inaccurate.
- (g) **Debts and delinquent taxes.** CPA is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor acknowledges and agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, CPA will apply any payments or other amounts Contractor is otherwise owed under this Contract or related to any order resulting from this Contract toward any debt Contractor owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Contractor owes any such debt or delinquency. Contractor shall comply with all applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

- (h) **Contracting with executive head of a state agency.** In accordance with Texas Government Code §669.003 (relating to contracting with executive head of a state agency), by signature hereon, Contractor certifies that it (1) is not the executive head of CPA; (2) was not at any time during the past four years the executive head of CPA; and (3) does not employ a current or former executive head of a state agency. Contractor acknowledges that this Contract may be terminated at any time, and payments withheld, if this information is false.
- (i) **Buy Texas.** To the extent applicable, in accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- (j) **Conflicts of interest.** Contractor certifies that it has no actual or potential conflicts of interest with CPA in entering into this Contract, and that Contractor entering into this Contract will not reasonably create an appearance of impropriety.
- (k) **Receipt of appropriated funds not prohibited.** Contractor certifies that payment to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Texas Government Code.
- (l) **Disaster Relief Violation.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- (m) **Fixed prices for term.** Contractor hereby certifies that all prices under the Base Contract are current prices and that such prices are guaranteed to remain current with any approved Base Contract pricing changes for the entire term of this Contract. In the event of a decrease in prices offered under the Base Contract, Contractor agrees to notify CPA within thirty (30) working days of such decrease and offer such pricing to the State of Texas, CPA, and Customers. If Contractor fails to notify CPA of such decrease in pricing as specified herein, CPA shall have the right to cancel this Contract and Contractor shall issue a refund for items procured under this Contract. Such refund shall be equal to the difference between the prices offered under the Base Contract submitted as a basis for this Contract and the lower price.
- (n) **Competitively awarded contract.** Contractor hereby certifies that the Base Contract was previously awarded using a competitive process by the federal government or another governmental entity in accordance with Section 2155.502 of the Texas Government Code and all other applicable laws, rules, and regulations.
- (o) **Franchise tax requirements.** Contractor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code. If Contractor is a qualifying business entity type per CPA guidelines and is not set up in the Texas Franchise Tax system, Contractor must do so prior to contracting with the State of Texas.
- (p) **Certifications apply to Customer purchase orders.** Contractor agrees that all affirmations and

certifications in this Contract apply to and are for the benefit of Customers. Furthermore, Contractor agrees that by accepting an order under this Contract, Contractor certifies to the Customer that the all affirmations and certifications are true and correct.

If any Contractor certification in this Contract or the Base Contract is untrue, CPA shall have the right to cancel this Contract in its entirety.

- (q) In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

### **33. NO DEBT AGAINST THE STATE**

This Contract shall not be construed as creating any debt by or on behalf of the State of Texas.

### **34. COMPLIANCE WITH APPLICABLE LAWS AND OTHER REQUIREMENTS**

Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing goods and services to the State of Texas as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract.

### **35. COOPERATION**

Contractor must ensure that it cooperates with CPA and other local, state, or federal administrative agencies, at no charge to the State of Texas, CPA, or Customers for purposes relating to the administration of this Contract. Contractor agrees to reasonably cooperate with and work with CPA's contractors, subcontractors, and third party representatives as requested by CPA.

### **36. ASSIGNMENT AND OTHER ORGANIZATIONAL CHANGES**

Contractor shall not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from CPA.

Contractor must provide CPA with written notification of all name changes and organizational changes relating to Contractor no later than ten (10) business days of such change. Contractor, in its notice, shall describe the circumstances of the name change or organizational change, state its new name (if applicable), provide the new Tax Identification Number (if applicable), and describe how the change will impact its ability to perform this Contract. If the change entails personnel changes for personnel performing the responsibilities of this Contract for Contractor, Contractor shall identify the new personnel. CPA may request other information about the change and its impact on this Contract and Contractor shall supply the requested information within five (5) working days of receipt of CPA's request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Contractor, to maintain its status as a party to this Contract.

CPA may terminate this Contract due to any change to Contractor that materially alters Contractor's ability to perform under this Contract. The CPA has the sole discretion to determine if termination is appropriate. CPA may also, in its sole discretion, terminate this Contract for failure to provide notice or documentation or obtain approval as required in this Contract.

### **37. PUBLICITY**



News releases pertaining to this Contract and advertisements, publications, declarations and any other pronouncements by Contractor using any means or media mentioning the State of Texas or CPA or a Customer must be approved in writing by the State of Texas, CPA, or the Customer, as applicable, prior to public dissemination. Contractor may not send out unsolicited electronic mail or facsimile transmissions to CPA or Customers without prior written approval of CPA, regardless of whether the proposed communication specifically references this Contract.

### **38. NOTICES**

Each party must send any written notices required under this Contract to the party at the respective address indicated below:

(a) The address for Contractor will be the address specified on Page 1 of this Contract.

(b) The address for CPA will be as follows:

*by Overnight/Express Mail:*

Texas Comptroller of Public Accounts  
Statewide Procurement Division  
Attn: TXMAS Program  
1711 San Jacinto Blvd.  
Room 174-A (CPA mailroom, N.E. Back Door)  
Austin, TX 78701

*for U.S. mail:*

Texas Comptroller of Public Accounts  
Statewide Procurement Division  
Attn: TXMAS Program  
P.O. Box 13186  
Austin, TX 78711-3186

Notices will be by U.S. Mail, addressed to the appropriate foregoing address. Contractor and CPA agree that either party may change the designated notice address in this Paragraph by written notification to the other party.

### **39. DISPUTE RESOLUTION**

Disputes under this Contract and, by virtue of this Contract, the Base Contract, are subject to Chapter 2260 of the Texas Government Code (Chapter 2260) as set forth below. Set forth below are terms and conditions for dispute resolution relating to claims involving Contractor and CPA. Except as otherwise provided by law or applicable rules, the same terms and conditions in this section shall apply to claims involving Contractor and any other Customer subject to Chapter 2260, substituting such other Customer for "CPA" when referenced below in this section.

The dispute resolution process provided for in Chapter 2260 and applicable CPA rules shall be used by CPA and Contractor to resolve any dispute arising under this Contract. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by Contractor under this Contract. If Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by Chapter 2260, to

the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in this Contract for receipt of notices. Compliance by Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the CPA if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the CPA nor any other conduct of any representative of the CPA relating to this Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Contract, the CPA and Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the CPA and Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Contractor shall pay all costs of the mediation unless the CPA, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the CPA and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the CPA and Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The CPA's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the CPA of (1) any rights, privileges, defenses, remedies or immunities available to the CPA as an agency of the State of Texas or otherwise available to the CPA; (2) the CPA's termination rights; or (3) other termination provisions or expiration dates of this Contract.

Notwithstanding any other provision to the contrary, unless otherwise requested or approved in writing by the CPA, Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Section 2251.051 of the Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

#### **40. AMENDMENT**

- (a) This Contract may be amended only upon written agreement between CPA and Contractor, but in no case shall this Contract be amended so as to make it conflict with the laws of the State of Texas.
- (b) Customers (other than CPA as set forth in this Contract) shall not have the authority to modify the terms of this Contract; however, additional Customer terms and conditions that do not conflict with this Contract and are acceptable to Contractor may be added in a Purchase Order and given effect. No term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of this Contract, regardless of whether such term or condition is acceptable to Contractor. In the event of a conflict between a Customer's Purchase Order and this Contract, this Contract shall control.
- (c) Comptroller reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements, and guidelines.

- (d) Contractor agrees to comply with the TXMAS standard terms and conditions as the terms may be amended in the future and as are published on the TXMAS website. Any sales under the Contract are made according to the standard terms and conditions for TXMAS at the time of the sale.

#### **41. NO WAIVER**

No provision of this Contract or the Base Contract is in any way intended to constitute a waiver by the CPA or the State of Texas or any Customer of any immunities from suit or from liability of the CPA or the State of Texas or any Customer.

Nothing in this Contract or the Base Contract shall be construed as a waiver of the sovereign immunity of the State of Texas, CPA, or Customers. Neither this Contract nor the Base Contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, CPA, or Customers. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas, CPA, or Customers under this Contract or the Base Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CPA does not waive any privileges, rights, defenses, or immunities available to CPA by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

#### **42. HEADINGS**

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

#### **43. ORDER OF PRIORITY**

If there is any inconsistency or conflict between this document and the Base Contract or any provision of any document incorporated by reference, this document will prevail.

#### **44. ENTIRE AGREEMENT**

This Contract consists of the Base Contract (see Paragraph entitled "BASE CONTRACT AND ADMINISTRATIVE FEE"), this Contract, any amendments approved by CPA and, if applicable, Contractor's dealer Letter(s) of Authorization and dealer Letter(s) of Acceptance, and any price lists or catalogs specifically mentioned elsewhere in this Contract. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing and signed by CPA.

#### **45. GOVERNING LAW, VENUE**

This Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Contractor agrees that the exclusive venue and jurisdiction of any legal action or suit concerning the CPA under this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.

#### **46. SEVERABILITY**

In the event that any term, provision, covenant, or condition of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.




## SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective counterparts. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

~~Texas Comptroller of Public Accounts~~

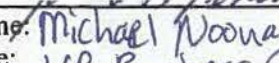
Signature on File

By:   
Mike Reissig, Deputy Comptroller

Date: 10-12-17

Contractor

Signature on File

By:   
Name: Michael Noonan  
Title: VP Business Services

Date: 9.25.2017

**EXHIBIT B  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **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

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

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

**EXHIBIT B  
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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.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 53 months.
  - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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.
3. **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.

4. **DELIVERY REQUIREMENTS:**

Location:

As specified on each Departmental Order (DO)

Days:

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**EXHIBIT B  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

- A. Delivery is to be made within 30 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	<b>As specified on each Departmental Order (DO)</b>
Attn:	
Address	
City, State Zip Code	

- 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. **RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

**EXHIBIT B  
CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**8. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**9. WORKPLACE CONDITIONS CODE ("CODE"):**

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.

**EXHIBIT B  
CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

- B. In this code:
- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
  - ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
  - iii. Worker means:
    - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
    - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
    - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.



**EXHIBIT B  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
  - i. as a punitive measure against workers for exercising their right to freedom of association; or
  - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
  - i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
  - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
    - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
      - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
      - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
    - (2) An agreement in which the Contractor commits to the following:
      - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
      - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
      - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
    - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and

**EXHIBIT B  
CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400**

- (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
  - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
  - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
  - v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
  - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- P. **Enforcement; Penalties:**
- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
    - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;

**EXHIBIT B  
CITY OF AUSTIN  
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- (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
  - (3) re-instating a worker who has been dismissed in violation of the law.
  - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
  - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
  - viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
  - ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
  - x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract.

Austin Code Department  
Kimberly Williams  
Ph: (512) 974-6308  
E-mail: [Kimberly.Williams@austintexas.gov](mailto:Kimberly.Williams@austintexas.gov)

Austin Convention Center Department  
Kelly Jones  
Ph: (512) 404-4351  
E-mail: [Kelly.jones@austintexas.gov](mailto:Kelly.jones@austintexas.gov)

Austin Public Library Department  
Manuel Huerta  
Ph: (512) 974- 7334  
E-mail: [Manuel.Huerta@austintexas.gov](mailto:Manuel.Huerta@austintexas.gov)

Austin Resource Recovery Department  
Sasha Saeedi  
Ph: (512) 974-1950  
E-mail: [Sasha.Saeedi@austintexas.gov](mailto:Sasha.Saeedi@austintexas.gov)

**EXHIBIT B  
CITY OF AUSTIN  
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Austin Transportation Department  
Peggy Ybanez  
Ph: (512) 974-7238  
E-mail: [Peggy.Ybanez@austintexas.gov](mailto:Peggy.Ybanez@austintexas.gov)

Austin Water Department  
Darrel Richmond  
Ph: (512) 972-0313  
E-mail: [darrell.richmond@austintexas.gov](mailto:darrell.richmond@austintexas.gov)

Development Services Department  
Uwakima Udom  
Ph: (512) 974-2683  
E-mail: [Uwakima.Udom@austintexas.gov](mailto:Uwakima.Udom@austintexas.gov)

Fleet Services Department  
Molly Strickland  
Ph: (512) 974-1749  
E-mail: [Molly.Strickland@austintexas.gov](mailto:Molly.Strickland@austintexas.gov)

Parks and Recreation Department  
Idella Wilson  
Ph: (512) 974-6718  
E-mail: [Idella.Wilson@austintexas.gov](mailto:Idella.Wilson@austintexas.gov)

Planning Development and Review  
Connie Campa  
Ph: (512) 974-6426  
E-mail: [connie.campa@austintexas.gov](mailto:connie.campa@austintexas.gov)

Public Works Department  
Brenda Jimenez  
Ph: (512) 974-7955  
E-mail: [Brenda.Jimenez@austintexas.gov](mailto:Brenda.Jimenez@austintexas.gov)

Watershed Protection Department  
Josie Archer  
Ph: (512) 974-9735  
E-mail: [Josephine.Archer@austintexas.gov](mailto:Josephine.Archer@austintexas.gov)



**Exhibit C**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

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

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

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

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

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

**Sanctions:**

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

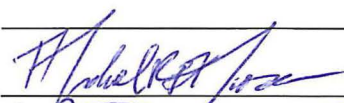
**Term:**

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

Dated this 24<sup>th</sup> day of April, 2018

CONTRACTOR  
Authorized  
Signature

Title

  
V.P. Business Source

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

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

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

Contractor's Name: Red Wing Brands of America, Inc.

Signature of Officer or  
Authorized  
Representative:



Date:

4.24.2018

Printed Name:

MIKE NOONAN

Title

V.P. Business Services

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

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



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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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

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**13. PAYMENT:**

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

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

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

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

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

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

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

**17. AUDITS and RECORDS:**

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

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- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

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

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.



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

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shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

A. **General Requirements.**

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



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xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the 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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **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

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or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

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46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
  - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS**: The following holidays are observed by the City:

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<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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. **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.

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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".



**EXHIBIT F**

**Contractor Name: Red Wing Brands of America Inc.**  
**Contract Number: TXMAS-17-8407 (as of 01/30/2018)**

<u>Line</u>	<u>Internal ID</u>	<u>Price</u>	<u>UOM</u>	<u>Description</u>	<u>Item Name</u>
1	7434279	\$247.85	each	Style # 00914 Mens SuperSoleA® 2.0 8-inch Boot	Mens SuperSoleA® 2.0 8-inch Boot, 914
2	7434278	\$185.89	each	Style # 02231 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 2231
3	7434277	\$173.49	each	Style # 03528 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 3528
4	7434276	\$194.15	each	Style # 04200 Mens DynaForceA® 8-inch Boot	Mens DynaForceA® 8-inch Boot, 4200
5	7434275	\$194.15	each	Style # 04435 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 4435
6	7434274	\$251.98	each	Style # 88875 Mens Traction Tred 6-inch Boot	Mens Traction Tred 6-inch Boot, 88875
7	7434273	\$190.02	each	Style # 00400 Mens DynaForceA® 8-Inch Boot	Mens DynaForceA® 8-Inch Boot, 400
8	7434272	\$185.89	each	Style # 04433 Mens SuperSoleA® 6-inch Boot	Mens SuperSoleA® 6-inch Boot, 4433
9	7434271	\$173.49	each	Style # 04439 Mens SuperSoleA® 6-inch Boot	Mens SuperSoleA® 6-inch Boot, 4439
10	7434270	\$173.49	each	Style # 06662 Mens Readiflex Chukka	Mens Readiflex Chukka
11	7434269	\$173.49	each	Style # 08701 Mens Readiflex Oxford	Mens Readiflex Oxford, 8701
12	7434268	\$169.36	each	Style # 00438 Mens Crvâ,,ç 8-inch Boot	Mens Crvâ,,ç 8-inch Boot, 438
13	7434267	\$177.62	each	Style # 01206 Mens DynaForceA® 6-inch Boot	Mens DynaForceA® 6-inch Boot, 1206
14	7434266	\$177.62	each	Style # 02203 Mens DynaForceA® 8-inch Boot	Mens DynaForceA® 8-inch Boot, 2203
15	7434265	\$177.62	each	Style # 02438 Mens Crvâ,,ç 8-inch Boot	Mens Crvâ,,ç 8-inch Boot, 2438
16	7434264	\$177.62	each	Style # 03568 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 3568
17	7434263	\$173.49	each	Style # 00903 Mens DynaForceA® 8-inch Boot	Mens DynaForceA® 8-inch Boot, 903
18	7434262	\$202.41	each	Style # 02272 Mens DynaForceA® 11-Inch Pull-On Boot	Mens DynaForceA® 11-Inch Pull-On Boot, 2272
19	7434261	\$202.41	each	Style # 03507 Mens SuperSoleA® 2.0 6-inch Boot	Mens SuperSoleA® 2.0 6-inch Boot, 3507
20	7434260	\$202.41	each	Style # 04273 Mens SuperSoleA® 2.0 8-inch Boot	Mens SuperSoleA® 2.0 8-inch Boot, 4273
21	7434259	\$190.02	each	Style # 04217 Mens DynaForceA® 6-inch Boot	Mens DynaForceA® 6-inch Boot, 4217
22	7434258	\$185.89	each	Style # 00402 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 402
23	7434257	\$185.89	each	Style # 00415 Mens DynaForceA® 6-inch Boot	Mens DynaForceA® 6-inch Boot, 415
24	7434256	\$185.89	each	Style # 00676 Mens SuperSoleA® 2.0 6-inch Boot	Mens SuperSoleA® 2.0 6-inch Boot, 676
25	7434255	\$185.89	each	Style # 01132 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 1132
26	7434254	\$202.41	each	Style # 04436 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 4436
27	7434253	\$202.41	each	Style # 04441 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 4441
28	7434252	\$165.23	each	Style # 08636 Mens Readiflex Oxford	Mens Readiflex Oxford, 8636
29	7434251	\$235.46	each	Style # 82406 Mens 6-inch Boot	Mens 6-inch Boot, 82406
30	7434250	\$227.20	each	Style # 00899 Mens TruWelt 8-inch Boot	Mens TruWelt 8-inch Boot, 899
31	7434249	\$227.20	each	Style # 04445 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 4445
32	7434248	\$223.06	each	Style # 01155 Mens NailSeat 11-inch Pull-On Boot	Mens NailSeat 11-inch Pull-On Boot, 1155
33	7434247	\$194.15	each	Style # 00678 Mens SuperSoleA® 2.0 8-inch Boot	Mens SuperSoleA® 2.0 8-inch Boot, 678
34	7434246	\$223.06	each	Style # 03508 Mens SuperSoleA® 2.0 8-inch Boot	Mens SuperSoleA® 2.0 8-inch Boot, 3508
35	7434245	\$194.15	each	Style # 02406 Mens SuperSoleA® 2.0 6-inch Boot	Mens SuperSoleA® 2.0 6-inch Boot, 2406
36	7434244	\$251.98	each	Style # 82408 Mens 8-inch Boot	Mens 8-inch Boot, 82408
37	7434243	\$185.89	each	Style # 02206 Mens DynaForceA® 6-inch Boot	Mens DynaForceA® 6-inch Boot, 2206
38	7434242	\$185.89	each	Style # 02261 Mens DynaForceA® 11-inch Pull-On Boot	Mens DynaForceA® 11-inch Pull-On Boot, 2261
39	7434241	\$185.89	each	Style # 06680 Mens TruHiker 5-inch Hiker Boot	Mens TruHiker 5-inch Hiker Boot, 6680
40	7434240	\$251.98	each	Style # 01698 Womens LoggerMax 9-inch Logger-Lineman	Womens LoggerMax 9-inch Logger-Lineman
41	7434239	\$251.98	each	Style # 04494 Mens TruWelt 11-inch Pull-On Boot	Mens TruWelt 11-inch Pull-On Boot
42	7434238	\$198.28	each	Style # 01172 Mens DynaForceA® 11-Inch Pull-On Boot	Mens DynaForceA® 11-Inch Pull-On Boot, 1172
43	7434237	\$198.28	each	Style # 02211 Mens DynaForceA® 8-inch Boot	Mens DynaForceA® 8-inch Boot, 2211
44	7434236	\$198.28	each	Style # 02325 Womens TruHiker 5-inch Hiker Boot	Womens TruHiker 5-inch Hiker Boot
45	7434235	\$198.28	each	Style # 04470 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 4470
46	7434234	\$198.28	each	Style # 88953 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 88953
47	7434233	\$161.10	each	Style # 08618 Mens Readiflex Oxford	Mens Readiflex Oxford, 8618
48	7434232	\$152.84	each	Style # 00923 Mens 6-inch Boot	Mens 6-inch Boot, 923
49	7434231	\$152.84	each	Style # 00926 Mens 6-inch Boot	Mens 6-inch Boot, 926
50	7434230	\$148.71	each	Style # 02326 Womens SuperSoleA® 6-inch Boot	Womens SuperSoleA® 6-inch Boot
51	7434229	\$144.58	each	Style # 00107 Mens SuperSoleA® Oxford	Mens SuperSoleA® Oxford
52	7434228	\$293.29	each	Style # 88877 Mens Traction Tred 8-inch Boot	Mens Traction Tred 8-inch Boot, 88877
53	7434227	\$289.16	each	Style # 81412 Mens 8-inch Boot	Mens 8-inch Boot, 81412
54	7434226	\$276.77	each	Style # 00218 Mens LoggerMax 9-inch Logger Boot	Mens LoggerMax 9-inch Logger Boot
55	7434225	\$165.23	each	Style # 03526 Mens SuperSoleA® 6-inch Boot	Mens SuperSoleA® 6-inch Boot, 3526
56	7434224	\$190.02	each	Style # 00606 Mens SuperSoleA® 2.0 6-inch Boot	Mens SuperSoleA® 2.0 6-inch Boot, 606
57	7434223	\$190.02	each	Style # 00607 Mens SuperSoleA® 2.0 6-inch Boot	Mens SuperSoleA® 2.0 6-inch Boot, 607
58	7434222	\$190.02	each	Style # 00931 Mens SuperSoleA® 8-inch Boot	Mens SuperSoleA® 8-inch Boot, 931
59	7434221	\$165.23	each	Style # 04423 Mens Crvâ,,ç 6-inch Boot	Mens Crvâ,,ç 6-inch Boot, 4423
60	7434220	\$165.23	each	Style # 06618 Mens Readiflex Oxford	Mens Readiflex Oxford, 6618
61	7434219	\$190.02	each	Style # 01411 Mens DynaForceA® 8-inch Boot	Mens DynaForceA® 8-inch Boot, 1411
62	7434218	\$165.23	each	Style # 08637 Mens Readiflex Oxford	Mens Readiflex Oxford, 8637
63	7434217	\$190.02	each	Style # 04215 Mens DynaForceA® 6-inch Boot	Mens DynaForceA® 6-inch Boot, 4215
64	7434216	\$297.42	each	Style # 04492 Mens TruWelt 8-inch Boot	Mens TruWelt 8-inch Boot, 4492
65	7434215	\$293.29	each	Style # 01229 Mens 9-inch Boot	Mens 9-inch Boot
66	7434214	\$223.06	each	Style # 88606 Mens 6-inch Boot	Mens 6-inch Boot, 88606
67	7434213	\$218.93	each	Style # 02230 Mens SuperSoleA® 11-inch Pull-On Boot	Mens SuperSoleA® 11-inch Pull-On Boot, 2230

**EXHIBIT F**

**Contractor Name: Red Wing Brands of America Inc.**  
**Contract Number: TXMAS-17-8407 (as of 01/30/2018)**

<u>Line</u>	<u>Internal ID</u>	<u>Price</u>	<u>UOM</u>	<u>Description</u>	<u>Item Name</u>
68	7434212	\$169.36	each	Style # 00912 Mens DynaForce® 6-inch Boot	Mens DynaForce® 6-inch Boot, 912
69	7434211	\$169.36	each	Style # 00913 Mens DynaForce® 6-inch Boot	Mens DynaForce® 6-inch Boot, 913
70	7434210	\$218.93	each	Style # 03505 Mens SuperSole® 2.0 11-inch Pull-On Boot	Mens SuperSole® 2.0 11-inch Pull-On Boot, 3505
71	7434209	\$218.93	each	Style # 82231 Mens SuperSole® 11-inch Pull-On Boot	Mens SuperSole® 11-inch Pull-On Boot, 82231
72	7434208	\$247.85	each	Style # 01425 Mens SuperSole® 2.0 6-inch Boot	Mens SuperSole® 2.0 6-inch Boot, 1425
73	7434207	\$243.72	each	Style # 00815 Mens SuperSole® 8-inch Boot	Mens SuperSole® 8-inch Boot, 815
74	7434206	\$169.36	each	Style # 01105 Mens SuperSole® 11-inch Pull-On Boot	Mens SuperSole® 11-inch Pull-On Boot, 1105
75	7434205	\$165.23	each	Style # 02245 Mens SuperSole® 6-inch Boot	Mens SuperSole® 6-inch Boot, 2245
76	7434204	\$214.80	each	Style # 00963 Mens TruWelt 6-inch Boot	Mens TruWelt 6-inch Boot
77	7434203	\$161.10	each	Style # 00423 Mens Crvâ,ç 6-inch Boot	Mens Crvâ,ç 6-inch Boot, 423
78	7434202	\$161.10	each	Style # 00436 Mens Crvâ,ç 6-inch Boot	Mens Crvâ,ç 6-inch Boot, 436
79	7434201	\$239.59	each	Style # 10877 Mens Traction Tred 8-inch Boot	Mens Traction Tred 8-inch Boot, 10877
80	7434200	\$235.59	each	Style # 88608 Mens 8-inch Boot	Mens 8-inch Boot, 88608
81	7434199	\$235.46	each	Style # 00604 Mens SuperSole® 2.0 6-inch Boot	Mens SuperSole® 2.0 6-inch Boot, 604
82	7434198	\$165.23	each	Style # 02436 Mens Crvâ,ç 6-inch Boot	Mens Crvâ,ç 6-inch Boot, 2436
83	7434197	\$161.10	each	Style # 00938 Mens 8-inch Boot	Mens 8-inch Boot, 938
84	7434196	\$161.10	each	Style # 00953 Mens SuperSole® 8-inch Boot	Mens SuperSole® 8-inch Boot, 953
85	7434195	\$276.77	each	Style # 02412 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 2412
86	7434194	\$161.10	each	Style # 02259 Mens SuperSole® 11-inch Pull-On Boot	Mens SuperSole® 11-inch Pull-On Boot, 2259
87	7434193	\$260.24	each	Style # 01426 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 1426
88	7434192	\$276.77	each	Style # 02416 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 2416
89	7434191	\$272.64	each	Style # 02218 Mens LoggerMax 9-inch Logger-Lineman Boot	Mens LoggerMax 9-inch Logger-Lineman Boot
90	7434190	\$260.24	each	Style # 03504 Mens SuperSole® 2.0 6-inch Boot	Mens SuperSole® 2.0 6-inch Boot, 3504
91	7434189	\$268.51	each	Style # 02414 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 2414
92	7434188	\$260.24	each	Style # 04418 Mens 8-inch Logger Boot	Mens 8-inch Logger Boot
93	7434187	\$260.24	each	Style # 01412 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 1412
94	7434186	\$260.24	each	Style # 04425 Mens SuperSole® 2.0 6-inch Boot	Mens SuperSole® 2.0 6-inch Boot, 4425
95	7434185	\$256.11	each	Style # 00968 Mens NailSeat 10-inch Pull-On Boot	Mens NailSeat 10-inch Pull-On Boot
96	7434184	\$206.54	each	Style # 01101 Mens 11-inch Pull-On Boot	Mens 11-inch Pull-On Boot, 1101
97	7434183	\$206.54	each	Style # 02156 Mens TruWelt Chukka	Mens TruWelt Chukka
98	7434182	\$206.54	each	Style # 02271 Mens DynaForce® 11-inch Pull-On Boot	Mens DynaForce® 11-inch Pull-On Boot, 2271
99	7434181	\$206.54	each	Style # 02405 Mens SuperSole® 2.0 11-inch Pull-On Boot	Mens SuperSole® 2.0 11-inch Pull-On Boot, 2405
100	7434180	\$206.54	each	Style # 10875 Mens Traction Tred 6-inch Boot	Mens Traction Tred 6-inch Boot, 10875
101	7434179	\$173.49	each	Style # 01149 Mens 10-inch Pull-On Boot	Mens 10-inch Pull-On Boot
102	7434178	\$173.49	each	Style # 02212 Mens DynaForce® 6-inch Boot	Mens DynaForce® 6-inch Boot, 2212
103	7434177	\$173.49	each	Style # 02213 Mens DynaForce® 6-inch Boot	Mens DynaForce® 6-inch Boot, 2213
104	7434176	\$173.49	each	Style # 02233 Mens SuperSole® 8-inch Boot	Mens SuperSole® 8-inch Boot, 2233
105	7434175	\$173.49	each	Style # 02254 Mens 11-inch Pull-On Boot	Mens 11-inch Pull-On Boot, 2254
106	7434174	\$185.89	each	Style # 06681 Mens TruHiker 5-inch Hiker Boot	Mens TruHiker 5-inch Hiker Boot, 6681
107	7434173	\$181.75	each	Style # 04239 Mens Crvâ,ç 11-inch Pull-On Boot	Mens Crvâ,ç 11-inch Pull-On Boot
108	7434172	\$144.58	each	Style # 00952 Mens SuperSole® 6-inch Boot	Mens SuperSole® 6-inch Boot, 952
109	7434171	\$144.58	each	Style # 01159 Mens SuperSole® 11-inch Pull-On Boot	Mens SuperSole® 11-inch Pull-On Boot, 1159
110	7434170	\$214.80	each	Style # 02491 Mens MaxBond 8-inch Boot	Mens MaxBond 8-inch Boot
111	7434169	\$210.67	each	Style # 02408 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 2408
112	7434168	\$181.75	each	Style # 04473 Mens SuperSole® 8-inch Boot	Mens SuperSole® 8-inch Boot, 4473
113	7434167	\$177.62	each	Style # 00202 Mens SuperSole® 6-inch Boot	Mens SuperSole® 6-inch Boot, 202
114	7434166	\$177.62	each	Style # 00595 Mens Traction Tred Chukka	Mens Traction Tred Chukka
115	7434165	\$214.80	each	Style # 01178 Mens NailSeat 11-inch Pull-On Boot	Mens NailSeat 11-inch Pull-On Boot, 1178
116	7434164	\$206.54	each	Style # 00608 Mens SuperSole® 2.0 8-inch Boot	Mens SuperSole® 2.0 8-inch Boot, 608
117	7434163	\$206.54	each	Style # 00866 Mens Traction Tred 9-inch Pull-On Boot	Mens Traction Tred 9-inch Pull-On Boot
118	7434162	\$140.45	each	Style # 59001 Mens InJexâ,ç XPL 17-inch Pull-On Boot	Mens InJexâ,ç XPL 17-inch Pull-On Boot

Exhibit G  
CITY OF AUSTIN  
WORKPLACE CONDITIONS AFFIDAVIT  
FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT

For

Contract No. 2200-GC180000003 - Red Wing Safety Footwear

State of Texas  
County of Travis

I, Mike Noonan, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Description of goods or services	SEE ATTACHED	
Country of Production		
Name of Facility		
Physical Address		
City, State, Zip Code		
Phone Number		

[List as necessary, attach additional sheet if needed]

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name: Red Wing Brands of America, Inc.

Printed  
Name:

Mike Noonan

Title

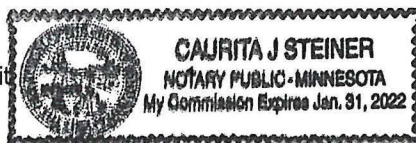
V.P. Business Services

Signature of Officer or Authorized Representative: Michael [Signature]

Subscribed and sworn to before me this 24 day of April 2018.

Caurita J Steiner  
Notary Public

My Commission Expires Jan. 31, 2022



## Exhibit G Attachment

### 1 Description of Goods or Services

Safety Footwear

#### Addresses

Red Wing Shoe Company - Plant 2  
135 Cannon River Ave  
Red Wing, MN 55066  
USA  
PH: 651-388-8211

Red Wing Shoe Company - Potosi  
1 Red Wing Drive  
Potosi, MO 63664  
USA  
PH: 651-388-8211

Neil M. Footwear - Addison Shoe  
1421 N. FALLS BLVD.  
P.O. BOX 38  
WYNNE, AR 72396  
USA  
PH: 870-238-2331

### 2 Red Wing Shoe Company Facility Workplace Information

Minimum base hourly wage of non-supervisory production employees: \$15.55

Percent of wage level paid as health benefit: 4% single and 6% family using \$16/hour

Other benefits: dental, health savings account, short-term disability, dependent life insurance, critical illness insurance, accident insurance, 401(k)

General description of regular deductions from paychecks: all benefits listed above plus union dues, united way contributions; all applicable taxes

Normal working hours per day and week: 1st Shift Mon to Thurs 6am to 3pm & Fri 6am to Noon; 2nd Shift Mon to Thurs 4pm to 2:30am

Overtime policy: No OT on Sunday, Saturday voluntary. For 1st shift, mandatory OT may be scheduled 1 hour prior to shift and 1 hour after shift Mon – Thurs and maximum of 5 hrs on Friday; for 2nd shift mandatory OT may be scheduled 1 hour prior and up to 2 hours following the shift and Friday afternoon with a minimum of 4 hours and max of 5 hours.



## [/] **RED WING FOR BUSINESS**

Safety Footwear Programs (/safety-footwear-programs) Head-to-Toe Programs (/head-to-toe-ppe-programs) Locations (/service-finder) Footwear & PPE Products (/employee-safety-products) Contact Us (/contact)

### **RED WING SHOES @ WARRANTY INFORMATION**



#### **30-Day Unconditional Comfort Guarantee**

If during the first thirty (30) days immediately following your purchase you are not satisfied with the comfort of your Red Wing branded work footwear for whatever reason, Red Wing will refund the purchase price to you, no questions asked, provided you still have your dated receipt of purchase. No adjustment will be given without the original receipt of purchase. You must return your footwear to the Red Wing Shoe dealer from which the footwear was purchased. Limit one return per customer. **This guarantee does not apply to WORX, Red Wing Heritage, Irish Setter or Vasque branded footwear.**



#### **Limited Warranty Relating to Red Wing Footwear**

Footwear products bearing the "Red Wing" or "Red Wing Shoes" label are warranted against defects in workmanship and materials. If within 12 months of purchase, a defect occurs in a Red Wing branded footwear product as the result of normal use, Red Wing will repair the defect or exchange the product. Product failures caused by excessive or abusive wear conditions do not qualify for exchange or purchase credit. This warranty is available only to the original purchaser and is not transferable. No adjustment will be given without the original receipt of purchase. You must return your footwear to the Red Wing Shoe dealer from which the footwear was purchased.

**DISCLAIMER:** The limited warranty relating to Red Wing branded footwear is in lieu of any other express warranty. No agent, employee or representative of Red Wing has any authority to bind Red Wing to any affirmation, representation or warranty concerning Red Wing branded footwear products, except as stated herein. Red Wing shall not be liable for any consequential, incidental or punitive damages.

This limited product warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Any implied warranties shall be effective for a period not exceeding 12 months from the date of purchase. Some states do not allow manufacturers to impose time limitations on certain implied warranties, so the above limitation may not apply to you.



#### **Limited Warranty Relating To WORX Footwear**

WORX branded footwear products are warranted against defects in workmanship and materials. If within 6 months of purchase, a defect occurs in a WORX branded footwear product as the result of normal use, Red Wing Brands of America, Inc. ("Red Wing") will repair the defect or exchange the product. Product failures caused by excessive or abusive wear conditions do not qualify for exchange or purchase credit. This warranty is available only to the original purchaser and is not transferable. No adjustment will be given without the original receipt of purchase. You must return your footwear to the WORX dealer from which the footwear was purchased.

**DISCLAIMER:** The limited warranty relating to WORX branded footwear is in lieu of any other express warranty. No agent, employee or representative of Red Wing has any authority to bind Red Wing to any affirmation, representation or warranty concerning WORX branded footwear products, except as stated herein. Red Wing shall not be liable for any consequential, incidental or punitive damages.



This limited product warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Any implied warranties shall be effective for a period not exceeding 6 months from the date of purchase. Some states do not allow manufacturers to impose time limitations on certain implied warranties, so the above limitation may not apply to you.



### Limited Warranty Relating to Irish Setter Footwear

This warranty is available only to the original purchaser and is not transferable. No adjustment will be given without the original receipt of purchase. You must return your footwear to the Irish Setter dealer from which the footwear was purchased.

Irish Setter Work branded footwear products are warranted against defects in workmanship and materials. If within 6 months of purchase, a defect occurs in an Irish Setter Work branded footwear product as the result of normal use, Red Wing Brands of America, Inc. ("Red Wing") will repair the defect or exchange the product. Product failures caused by excessive or abusive wear conditions do not qualify for exchange or purchase credit.

Irish Setter Hunt branded footwear products are warranted against defects in workmanship and materials. If within 12 months of purchase, a defect occurs in an Irish Setter Hunt branded footwear product as the result of normal use, Red Wing Brands of America, Inc. ("Red Wing") will repair the defect or exchange the product. Product failures caused by excessive or abusive wear conditions, or if worn for occupational purposes, do not qualify for exchange or purchase credit.

**DISCLAIMER:** The limited warranty relating to Irish Setter branded footwear is in lieu of any other express warranty. No agent, employee or representative of Red Wing has any authority to bind Red Wing to any affirmation, representation or warranty concerning Irish Setter branded footwear products, except as stated herein. Red Wing shall not be liable for any consequential, incidental or punitive damages.

This limited product warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Any implied warranties shall be effective for a period not exceeding 6 months from the date of purchase. Some states do not allow manufacturers to impose time limitations on certain implied warranties, so the above limitation may not apply to you.

#### RED WING FOR BUSINESS

Safety Footwear Programs ([/safety-footwear-programs](#))  
 Head-to-Toe Programs ([/head-to-toe-ppe-programs](#))  
 Employee Safety Products ([/employee-safety-products](#))  
 Service Locations ([/service-finder](#))  
 Contact Us ([/contact](#))

#### OUR BRAND SITES

Red Wing Shoes (<http://www.redwingshoes.com/?webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433>)  
 Irish Setter ([http://www.irishsetterboots.com/?utm\\_source=safety&utm\\_medium=text-link&utm\\_campaign=safety&utm\\_content=irishsetter&webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433](http://www.irishsetterboots.com/?utm_source=safety&utm_medium=text-link&utm_campaign=safety&utm_content=irishsetter&webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433))

#### SUPPORT

Warranty ([/content/warranty](#))  
 Privacy Policy ([/content/safety-privacy-policy-us](#))  
 Copyright Notice ([/content/safety-legal-us](#))  
 CA Disclosure  
[/assets/content/shared/pdfs/RWSC\\_Website\\_Disclosure\\_CA\\_Transparency\\_in](#)  
 Media Hub (<http://redwing.widencollective.com/portals/51nlxmj/TheHub>)  
 Shoe U Registration (<http://register.redwingsafety.com/>)  
 Shoe U Login (<http://redwingshoes.csod.com/>)

#### PDF CATALOGS

North America Footwear  
[http://p.widencdn.net/zgdkch/18\\_RWX94018\\_DIFC\\_Catalog\\_1217\\_Lr](http://p.widencdn.net/zgdkch/18_RWX94018_DIFC_Catalog_1217_Lr)  
 Europe PPE & Footwear  
[http://p.widencdn.net/avgvov/RW\\_PPECatalog\\_Europe\\_1217\\_WEB](http://p.widencdn.net/avgvov/RW_PPECatalog_Europe_1217_WEB)  
 Middle East PPE & Footwear  
[http://p.widencdn.net/pb4vlr/RW\\_PPECatalog\\_ME1\\_1017\\_WEB](http://p.widencdn.net/pb4vlr/RW_PPECatalog_ME1_1017_WEB)

#### CONTACT US

US/Canada 1-800-239-1064 (tel:1-800-239-1064)  
 Outside North America 651-385-1136 (tel:651-385-1136)

Vasque Hiking Footwear (<http://www.vasque.com/?webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433>)

S.B. Foot Tanning Company (<http://www.sbfoot.com>)

Red Wing Heritage Collection ([http://www.redwingheritage.com/?utm\\_source=safety&utm\\_medium=text-link&utm\\_campaign=footer&utm\\_content=heritage-collection&webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433](http://www.redwingheritage.com/?utm_source=safety&utm_medium=text-link&utm_campaign=footer&utm_content=heritage-collection&webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433))

Email Us (</contact>)

**Red Wing Shoe Company**

314 Main St.

Red Wing MN 55066 USA



**RED WING FOR BUSINESS**

[Safety Footwear Programs \(/safety-footwear-programs\)](#) [Head-to-Toe Programs \(/head-to-toe-ppe-programs\)](#) [Locations \(/service-finder\)](#) [Footwear & PPE Products \(/employee-safety-products\)](#) [Contact Us \(/contact\)](#)

**TEXAS MULTIPLE AWARD SCHEDULE (TXMAS) PROGRAM****Contract Number: TXMAS-17-8407****Contract Term: October 12, 2017 through September 30, 2022****Authorized Dealers****Red Wing Shoe Store**

Renaissance Square  
1401 IH-35 South #110  
Round Rock, TX 78664  
Phone: 512-819-9673

**Red Wing Shoe Store**

8440 Burnet Road #182  
Austin, TX 78757  
Phone: 512-452-1575

**Red Wing Shoe Store**

3005 So. Lamar #115  
Austin, TX 78704  
Phone: 512-443-3766

**Red Wing Shoe Industrial**

2451 Gulf Freeway Suite C  
Pinnacle Park 1  
League City, TX 775573-6818

**Red Wing Shoe Store**

1634 West University Drive  
Denton, TX 76201  
Phone: 940-382-3512

**Red Wing Shoe Store**

2013 North 10th Street  
McAllen TX 78501  
Phone: 956-682-8428

**Red Wing Shoe Store**

823 Ed Cary Drive  
Harlingen TX 78550  
Phone: 956-423-7469

**Red Wing Shoe Store**

7105 San Pedro  
San Antonio TX 78216  
Phone: 210-342-4711

**Red Wing Shoe Store**

9930 Katy Freeway, Suite 200  
Houston TX 77055  
Phone: 713-932-0430

**Red Wing Shoe Store**

6515 Bandera Road  
San Antonio TX 78238  
Phone: 210-680-1796

**Red Wing Shoe Store**

1413 SW Military Drive  
San Antonio TX 78221-1539

**Red Wing Shoe Store**

5368 Walzem Road  
San Antonio TX 78218  
210-637-7288

**Red Wing Shoe Store**

2404 Boca Chica Blvd. Suite A  
Brownsville, TX 78521  
Phone: 956-546-0595

**Red Wing Shoe Store**

630 South Central Expressway, Suite 106  
Richardson, TX 75080  
Phone: 972-907-1106

**Red Wing Shoe Store**

6028 S Padre Island  
Corpus Christie, TX 78412-3914

**Red Wing Shoe Store**

4315 S Port Avenue  
Corpus Christie, TX 78415-5313

**Red Wing Shoe Store**

3700 Texas Ave Suite 500  
Bryan TX 77802-3768

**Red Wing Shoe Store**

3933 N Central Expressway Suite 300  
Plano TX 75023-6811

**Red Wing Shoe Store**

5630 W Loop 1604 North Suite 103  
San Antonio TX 78251-3806

**Red Wing Store**

2105 D West Davis  
Conroe TX 77304-2062  
Phone: 936-539-2668

**Red Wing Store**

5918 Curzon Ave  
Fort Worth TX 76107-5072  
phone: 817-731-2271

**Additional Information**

For more information on the Red Wing Shoe Company TXMAS Program, please contact:

David Hull  
National Accounts Manager, Red Wing Brands of America, Inc.  
314 Main Street,  
Red Wing, MN 55066  
Phone: 651 385-6567  
david.hull@redwingshoes.com

**Products & Price List**

2017 TXMAS Price List (</assets/content/safety/pdfs/2017%20TXMAS.PDF>)

**RED WING FOR BUSINESS**

[Safety Footwear Programs \(/safety-footwear-programs\)](/safety-footwear-programs)  
[Head-to-Toe Programs \(/head-to-toe-ppe-programs\)](/head-to-toe-ppe-programs)  
[Employee Safety Products \(/employee-safety-products\)](/employee-safety-products)  
[Service Locations \(/service-finder\)](/service-finder)  
[Contact Us \(/contact\)](/contact)

**OUR BRAND SITES****SUPPORT**

[Warranty \(/content/warranty\)](/content/warranty)  
[Privacy Policy \(/content/safety-privacy-policy-us\)](/content/safety-privacy-policy-us)  
[Copyright Notice \(/content/safety-legal-us\)](/content/safety-legal-us)  
[CA Disclosure](#)  
 [\(/assets/content/shared/pdfs/RWSC\\_Website\\_Disclosure\\_CA\\_Transparency\\_in](/assets/content/shared/pdfs/RWSC_Website_Disclosure_CA_Transparency_in)  
[Media Hub \(http://redwing.widencollective.com/portals/51nlxmj/TheHub\)](http://redwing.widencollective.com/portals/51nlxmj/TheHub)  
[Shoe U Registration \(http://register.redwingsafety.com/\)](http://register.redwingsafety.com/)  
[Shoe U Login \(http://redwingshoes.csod.com/\)](http://redwingshoes.csod.com/)

**PDF CATALOGS**

Red Wing Shoes (<http://www.redwingshoes.com/?webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433>)

Irish Setter (<http://www.irishsetterboots.com/?>

utm\_source=safety&utm\_medium=text-

link&utm\_campaign=safety&utm\_content=irishsetter&webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-

e4a53643c433)

Vasque Hiking Footwear (<http://www.vasque.com/?webSyncID=05793705-2c10-5390-d9d0-c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433>)

S.B. Foot Tanning Company (<http://www.sbfoot.com>)

Red Wing Heritage Collection (<http://www.redwingheritage.com/?>

utm\_source=safety&utm\_medium=text-

link&utm\_campaign=footer&utm\_content=heritage-

collection&webSyncID=05793705-2c10-5390-d9d0-

c9568ce4375a&sessionGUID=63665411-8894-2aa2-1766-e4a53643c433)

North America Footwear

([http://p.widencdn.net/zgdkch/18\\_RWX94018\\_DIFC\\_Catalog\\_1217\\_Lr](http://p.widencdn.net/zgdkch/18_RWX94018_DIFC_Catalog_1217_Lr))

Europe PPE & Footwear

([http://p.widencdn.net/avgvoe/RW\\_PPECatalog\\_Europe\\_1217\\_WEB](http://p.widencdn.net/avgvoe/RW_PPECatalog_Europe_1217_WEB))

Middle East PPE & Footwear

([http://p.widencdn.net/pb4vlr/RW\\_PPECatalog\\_ME1\\_1017\\_WEB](http://p.widencdn.net/pb4vlr/RW_PPECatalog_ME1_1017_WEB))

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