



M E M O R A N D U M

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

DATE: May 25, 2018
TO: Memo to File
FROM: Liz Lock, Procurement Specialist II
RE: MA 4500 PS180000001

This Master Agreement Contract was created to replace MA 4500 NA140000056 which has expended available authority. The go forward contract to use is MA 4500 PS180000001.



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 25, 2018

Steffanie Rasmussen
Municipal Code Corp
PO Box 2235
Tallahassee, FL
32316-2235
steff@municode.com

Dear Steffanie:

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

Responsible Department:	FSD
Department Contact Person:	Myrna Rios
Department Contact Email Address:	Myrna.Rios@austintexas.gov
Department Contact Telephone:	512-974-2504
Project Name:	Publication Services for City Code
Contractor Name:	Municipal Code Corp
Contract Number:	MA 4500 PS180000001
Contract Period:	05/25/2018- 05/24/2028 (10 year term)
Dollar Amount	\$870,000
Requisition Number:	17110300091
Agenda Item Number:	23
Council Approval Date:	4/26/18

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

Sincerely,

Liz Lock
Procurement Specialist II
City of Austin
Purchasing Office

cc: Myrna Rios

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Municipal Code Corporation D/B/A Municode
For
Publication Services for City Code**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Municipal Code Corporation D/B/A Municode ("Contractor"), having offices at Tallahassee, Florida.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Steffanie Rasmussen, Phone: 800-262-2633 x1148, Email Address: steff@municode.com. The City's Contract Manager for the engagement shall be Myrna Rios, Phone: (512) 974-2504, Email Address: myrna.rios@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 Contractor's Obligations. The Contractor shall fully and timely provide all deliverables described herein 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.

2.2 Tasks. In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

2.2.1 See Section 0500 Scope of Work

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$870,000 for all fees and expenses.

3.2 Economic Price Adjustment.

3.2.1. Price Adjustments. Prices shown in this Contract shall remain firm for the first 24 month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed seven percent (7%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line

item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

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

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

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

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2 **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2 If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: PPI Industry Data	
Series ID: PCU518210518210	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Data processing, hosting and related services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

3.3 Invoices.

3.3.1 **Invoices shall contain 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. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	City Clerk
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, Texas 78767

3.3.2 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.

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 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.

3.4 Payment.

3.4.1 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.

3.4.2 **If payment is not timely made, (per this paragraph), 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.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 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;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 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;

3.4.3.5 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;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 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.

3.4.5 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 transfer of funds.

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

3.6 **Non-Appropriation.** 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.

3.7 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.7.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.7.2 **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 Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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

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

3.8 **Final Payment and Close-Out.**

3.8.1 The making and acceptance of final payment will constitute:

3.8.1.1 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

3.8.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 10 years.

The Contract may be extended automatically beyond the initial term at the City's sole option unless the Contractor is notified in writing no less than 30 days prior to the contract's expiration.

4.1.1 Upon expiration of the initial term, 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).

4.2 **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.

4.3 **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 the "Right to Assurance paragraph herein, (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 Contractor to the City.

4.4 **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.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **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.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 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 fourteen (14) calendar days after written request from the City.

5.1.1.3 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.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by 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.

5.1.1.5 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.

5.1.1.6 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.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

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

OR

PURInsuranceCompliance@austintexas.gov

5.1.1.8 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.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, 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.

5.1.1.10 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.

5.1.1.11 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.

5.1.1.12 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.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to 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.

5.1.2 **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.

5.1.2.1 **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 Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **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. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

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

5.1.2.3 **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. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

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

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

5.1.2.5 **Cyber Liability Insurance.** Coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

5.1.2.5.1 Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

5.1.2.6 **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.

5.2 **Equal Opportunity.**

5.2.1 **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.

5.2.2 **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.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

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

5.4 **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.

5.5 **Delays.**

5.4.1 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 herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 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.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

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

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

5.7 **Rights to 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.

5.8 **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.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 Warranty – Services. The Contractor warrants and represents that all services to be provided to 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.

6.2.1 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.

6.2.2 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 warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 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.

SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 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:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 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.

7.2.3 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.

7.3 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.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 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.

7.5.2 Records Retention:

7.5.2.1 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.

7.5.2.2 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.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **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.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "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:

7.7.1.1.1 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;

7.7.1.1.2 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),

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

7.7.2 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.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **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 City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Myrna Rios, Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Contractor's Name
ATTN: Steffanie Rasmussen, Contract Manager
PO Box 2235
Tallahassee, FL 32316-2235

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

7.11 **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.

7.12 **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.

7.13 **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 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.

7.14 **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.

7.15 **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.

7.16 **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.

7.17 **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.

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

7.19 **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.

7.20 **Dispute Resolution.**

7.20.1 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.

7.20.2 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.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or

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

7.22 Subcontractors.

7.22.1 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.

7.22.2 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:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 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;

7.22.2.3 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;

7.22.2.4 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

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 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.

7.22.4 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.

7.23 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.

7.24 **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.

7.25 **Holidays.** The following holidays are observed by the City:

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

7.26 **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.

7.27 **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.

7.28 **Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 any exceptions to the Offer accepted in writing by the City;

7.29.2 the Supplemental Purchase Terms and Conditions;

7.29.3 the Standard Purchase Terms and Conditions;

7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Municipal Code Corporation D/B/A Municode

By: _____
Signature

Name: W. Eric Grant
Printed Name

Title: President

Date: May 16, 2018

CITY OF AUSTIN

By: _____
Signature

Name: Liz Lock
Printed Name

Title: Procurement Specialist II

Date: 5/23/18

List of Exhibits

Exhibit A	Cost Proposal/Pricing Agreement
Exhibit B	Non Discrimination Certification, Section 0800
Exhibit C	Scope of Work
Exhibit D	Section 0300

Form 1295 Certificate of Interested Parties is required for contracts approved by council and becomes part of the contract file but is not an exhibit.

EXHIBIT B
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 16th day of May, 2018

CONTRACTOR
Authorized
Signature

Title

Municipal Code Corporation



W. Eric Grant
President



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 03/05/2018

DEPT: Office of the City Clerk

TO: Purchasing Officer or Designee

FROM: Myrna Rios

BUYER: Liz Lock

PHONE: (512) 974-2504

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Codification of ordinances is a service that is highly specialized. It combines knowledge of local and state law, editing and indexing skills, publishing expertise and technology unique to the field. Municode is the largest provider of official online codes in the country. Their website, MunicodeNEXT, was developed by Municode and is the only code platform to offer online features such as CodeBank, CodeBank Compare, eNotify, OrdLink, OrdBank, MuniDocs and MuniPro as a seamless and integrated user experience for local governments and their citizens. Municode editors utilize a proprietary mark-up language called Gen-Code to supplement the City's code material online. No other corporation or individual has access or rights to this codification software.

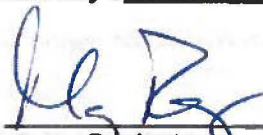
4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

In 2013 an RFP was conducted and Municode was awarded the contract. An evaluation team comprised of cross-departmental staff representing the City Clerk, Planning&Development, Legal and CTM evaluated the proposals and unanimously chose Municode as the best Contractor to provide these services.


Municode currently provides supplementation and publication services for the City's Code of Ordinances, Land Development Code, Administrative Rules for Solid Waste Services, and the City's nine Technical Criteria and Standards Manuals. The Contractor has become intricately familiar with the structure, format and style of the City's code. Municode currently stores 30 previous versions of the City's Code of Ordinances online, and 28 previous versions of the Land Development Code, from Supplement No. 96 of August, 2014 to Supplement No. 124 of October, 2017. In addition, Municode stores individual ordinances online dating from 2014 forward, via the OrdBank service.

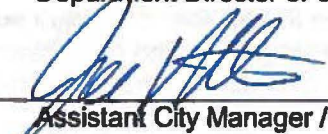
6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Municode Corporation dba Municode which will cost approximately \$ 870,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification


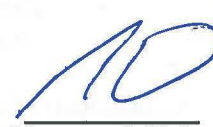
 3-7-18
Originator Date

Approved
Certification

 3/7/18
Department Director or designee Date

 3/7/18
Assistant City Manager / General Manager or designee (if applicable) Date

Purchasing Review
(if applicable)

 3/7/18 
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013



Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

October 17, 2017

Ms. Myrna Rios
Office of the City Clerk
2006 E. 4th Street
Austin, Texas 78702

Sent via email: myrna.rios@austintexas.gov

Dear Ms. Rios:

Municipal Code Corporation (Municode) is uniquely positioned to provide superior codification services and website hosting services for the City of Austin, Texas. We currently provide supplementation and publication services for the City's Code of Ordinances, Land Development Code, Administrative Rules for Solid Waste Services, and the City's nine Technical Criteria and Standards Manuals. Your Sales representative, Krystal Hays, lives in nearby Dallas, and is available to assist the City in person at any time. Additionally, five of our most senior codification attorneys have extensive experience in working with codes from the state of Texas.

We were awarded the City's RFP for codification services in 2013 and have been diligently maintaining the City's code and related material both in print and online since that time. In the process, our sales and customer service staff, our legal team, our editorial staff and our internet technology professionals have become intricately familiar with the structure, format and style of your code, as well as with the priorities and preferences of the City in ensuring that your code is always accessible, up-to-date and easily navigable for both your staff and your citizens.

We currently provide codification services for over 300 municipalities and counties in the State of Texas and host over 3,340 online codes for municipalities and counties throughout the nation. This is the largest collection of official online codes in the country. We also publish the Texas Election Laws for distribution via print or digital access for Texas Municipal and County Governments. Our website, MunicodeNEXT, was developed by Municode and is the only code platform to offer online features such as CodeBank, CodeBank Compare, eNotify, OrdLink, OrdBank, MuniDocs and MuniPro as a seamless and integrated user experience for local governments and their citizens. A complete description of our exclusive online features is included on the following pages.

Municode editors utilize a proprietary mark-up language called *Gen-Code* to supplement the City's code material online. This editorial software was developed by our Internet Technology staff in our Tallahassee headquarters. No other corporation or individual has access or rights to this codification software.

We realize that internet stability and security is crucial to our industry. All of our data systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. Biometric authentication is required to enter the Atlanta data center facility, Peak 10, which is monitored by surveillance cameras. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Signatures are updated every 4 hours and administrators are immediately notified of any potential infections or security threats detected.

We are currently storing 30 previous versions of your Code of Ordinances online, and 28 previous versions of your Land Development Code, from Supplement No. 96 of August, 2014 through Supplement No. 124 of October, 2017. We also store individual ordinances online dating from 2014 forward, via our OrdBank service.

Codification of ordinances is a professional service that is highly specialized. It combines knowledge of local and state law, editing and indexing skills, publishing expertise and technology unique to our field. We have been providing codification services to municipalities and counties since 1951 and are the nation's largest, most advanced and most experienced provider of these services. In addition, we have been recognized by many of our clients, including Miami-Dade, Seminole, Orange and Hillsboro Counties in Florida; Los Angeles County, CA and Houston and El Paso, Texas, as a sole source provider of their codification services.

We appreciate every opportunity to be of service to the City of Austin. If you have any questions or concerns, please contact us at 800-262-2633 or via email to info@municode.com.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Eric Grant".

W. Eric Grant
President

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

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

18. SUBCONTRACTORS:

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

19. WARRANTY-PRICE:

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

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

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

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

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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

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

30. DELAYS:

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

31. INDEMNITY:

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

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

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

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

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

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

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

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

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

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

48. DISPUTE RESOLUTION:

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

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

The City of Austin, hereinafter referred to as the City, seeks a Contractor for publishing services relating to the City Code and supplements, City's Technical Criteria Manuals and supplements, City Standard Specifications, Speed Studies and City Rules in hard copy, electronic copy and on-line services. To which the City will maintain an InDesign document and the public-facing document will be an interactive PDF.

Objective: To provide the City with a body of current, enforceable laws, rules, and regulations, and to make the documents easy to use and accessible to the public.

1 General Services

1.1 Progress Reports: The Contractor shall submit monthly reports during the remodifying of the City Code or as otherwise agreed. The reports shall describe significant achievements and any problems that have potential effect on the schedule or costs. Reports should be sufficiently detailed to assure that directions being pursued are in compliance with established and/or projected systems.

2 Recodification of the Code

2.1 Background: The current Code of the City was adopted in 2003 and is approximately 3470, 8 ½ X 11, printed on both sides, printed in four volumes. The Contractor shall, under the supervision of the City Attorney, edit and recodify the Code of the City, as may be supplemented, and incorporate all ordinances amending the City Code, passed and executed in final form by the City Council, since the date of the last supplement, until the codifier has notified the City it has completed the editorial work. The City will furnish the codifier with one copy of the Code of the City, with all supplements, and one copy of each ordinance adopted since the date of the last supplement. All ordinances will be provided in an electronic format. The City will maintain an InDesign document and the public-facing document will be an interactive PDF. The codifier shall edit and codify the home rule charter and all charter amendments thereto.

A copy of the Code, City Charter and Technical Manuals are available for review at <https://library.municode.com/tx/austin>.

- 2.2 Editorial Work: The codifier shall prepare each manuscript to include:
- a. Table of Special Ordinances
 - b. Code of Comparative Table
 - c. Table of Contents
 - d. Title or Chapter analysis
 - e. Catch lines
 - f. History Notes
 - g. Index: A comprehensive, general index for the Code shall be prepared. All sections shall be indexed under major subjects with appropriate sections citations. Columnar

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

citations shall be used to enhance case reference. When the inclusion of new material necessitates changes in the index, appropriate entries shall be prepared and the necessary pages of the index shall be printed or reprinted.

2.3 Review of Proof: The City will be allowed to make unlimited changes to the proof copy without any penalty. The City will have a minimum of 45 days to review the proofs of the code. The Contractor shall not commence the final printing until the City has given its approval.

2.4 Conferences: The Contractor shall agree to meet with the City once before recodification begins, and once when recodification is finished in order to review the end product. An additional status meeting may be required.

2.5 Notice of Completion of Editorial Work: Upon completion of all editorial work, the codifier shall notify the City in writing that the Code is ready for typesetting and printing. No additional ordinances shall be included in the Code subsequent to such notice.

2.6 Typesetting and Proofs: After typesetting has been completed, the Contractor shall submit one set of proofs to the City for review. The codifier shall be responsible for proofreading and typographical correctness. The City may make word changes on the proofs without charge. The City will return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt.

2.7 City Code and Supplements: Update Code on a monthly basis, both hardcopy and online (or as frequently as the City requests). Updates may include: additions, amendments or deletion of code sections, and updates to all peripherals such as the Table of Contents, Code Comparative Tables, Index and criteria manuals.

3 Supplemental Services include:

3.1 Background. The City shall forward to the codifier the ordinances to be used in the supplement service. The City shall have the option to furnish the ordinances in hard copy, or in an acceptable electronic version for use by the codifier.

3.2 Editorial Work. A member of the codifier's editorial staff shall review the ordinances in conjunction with the existing provisions of the new Code. Pages containing provisions that are repealed or amended shall be updated to insert the new ordinance.

- a. Editorial Notes: Appropriate editorial notes shall be prepared and appended to the new sections as deemed necessary by the Contractor. The City will have the option to furnish the ordinances in hard copy, or in an acceptable electronic version for use by the codifier.
- b. Cross Reference Table and Table of Content: The Contractor shall prepare a Cross Reference Table listing the ordinances included in each Supplement and setting out the location thereof. The Table of Contents shall also be kept current to reflect changes in the Code volume.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

- c. Index: When the inclusion of new material necessitates changes in the index, appropriate entries will be prepared and the necessary pages of the index shall be printed to include the new entries.
- d. Instruction Sheet: The Contractor shall furnish with each Supplement a page of instructions for removal of the obsolete pages and insertions of the new pages.
- e. Checklist: The codifier shall furnish a checklist of up-to-date pages with each Supplement.

3.3 Review of Proof: City receives electronic (PDF) proofs for review and approval. The City will be allowed to make unlimited changes to the proof copy without any penalties. The City will not be penalized for making any major revisions or adding new ordinances, as part of the process. The City will be allowed a minimum of 45 days to review the proofs of the Code. The Contractor shall not do the final printing until the City has given its approval. The Contractor shall specify, in the proposal, the delivery schedule for the services/products from the time the contract is in place.

3.4 Conferences: The Contractor agrees to meet with the City at least once annually, if deemed necessary by the City to review performance under the Contract.

3.5 Versions

- a. On-line Version must be made available within 45 days.
- b. Electronic Version. The electronic media will be updated monthly. Upon completion of each update, the codifier will furnish the entire Code as updated under the same schedule as discussed in 3.3 above.
- c. Other version of the Code available on demand (WordPerfect, MS Word, RTF, PDF, HTML).
- d. Maintain subscriber lists and supply printed copies and supplement service on demand.

3.6 Notice of Completion of Editorial Work. Upon completion of all editorial work, the Contractor shall notify the City in writing that the Supplement is ready for typesetting and printing. No additional ordinances will be included in the Supplement subsequent to such notice.

3.8 Typesetting and Proofs. After typesetting has been completed, the Contractor shall submit one set of proofs to the City for review. The Contractor shall be responsible for proofreading and typographical correctness. The City may make word changes on the proofs without charge. The City will return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt. The Contractor shall specify, in the proposal, the delivery schedule for the services/products from the time they are notified of the award of the solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

3.9 Electronic Version. The electronic media will be updated monthly. Upon completion of each update, the codifier will furnish the entire Code as updated under the same schedule as detailed in “Review of Proof”.

3.10 Schedule. The Contractor shall specify in the proposal the delivery schedule for the services or commodities from the time the contract is in place. The Supplements will be updated monthly.

4. Technical Criteria Manuals - Project:

Update ten Technical Criteria Manuals (TCM) on a monthly basis, if needed (or as frequently as the City requests) and permit new and rewrites of the criteria manuals. The Codifier shall, under the supervision of the Rules Posting Coordinator who facilitates the criteria manual workflow process between the City and the Contractor, edit and publish the current Technical Criteria Manuals and provide supplemental services to incorporate all rule changes since the date of the last supplement. The Contractor shall notify the City when the editorial work is complete.

- 1) The Technical Manuals include:
 - a. Building Criteria Manual: Approx. 196 pages
 - b. Drainage Criteria Manual: Approx. 282 pages
 - c. Environmental Criteria Manual: Approx. 722 pages
 - d. Fire Criteria Manual: Approx. 164 pages
 - e. Standard Specifications: Approx. 1242 pages
 - f. Standard Details: Approx. 675 pages
 - g. Traditional Neighborhood Design (TND): Approx. 130 pages
 - h. Transportation Criteria Manual: Approx. 588 pages
 - i. Utilities Criteria Manual: Approx. 300 pages
 - j. Administrative Rules for Solid Waste Services
- 2) The City will furnish the Contractor one copy of the current Technical Criteria Manuals with all supplements and one copy of each rule change adopted since the date of the last supplement in electronic format.
- 3) All rule changes will be provided in electronic format.
- 4) City receives electronic (PDF) proofs for review and approval. The City shall be allowed to make unlimited changes to the proof copy without any penalties. The City will not be penalized for making any major revisions or adding new rule changes as part of the process. The City will be allowed a minimum of 45 days to review the proofs of the TCM. The Contractor shall not do the final printing until the City has given its approval. The Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

- 5) Perform an editorial review of the manuals in which the vendor: (a) checks for internal conflicts and inconsistencies; (b) updates the references from the previous City Code to the recently republished City Code; (c) updates forms referenced in the manuals; and (d) updates any references to the International Building Codes, as necessary. The Contractor shall summarize all findings in a written Editorial Report.

4.1 Editorial Work: The Contractor shall prepare the Technical Criteria Manual (TCM) to include:

- a. Title or Chapter arrangement: Each title or chapter of the TCM shall embrace all rule changes of the same subject matter. Within the chapter itself, the rule changes will be arranged in an orderly fashion, to include articles and divisions as necessary. Titles, chapters and sections will be reserved for future expansion.
- b. Table of Contents: This table will list the titles or chapters of the TCM, and other applicable major divisions, giving the page number upon which each begins.
- c. Title or chapter analysis: Each title will list all chapters; each chapter will be preceded by a detailed analysis listing the sections.
- d. Catchlines: Each section will be preceded by a catchline, which shall reflect the content of the section.
- e. History notes: A history note will be prepared for each section of the new TCM. The note will indicate the source from which the section is derived. If the section is derived from the existing TCM, the appropriate section of that TCM will be cited, together with amendatory rule changes.
- f. Cross references and footnotes: Cross references will be prepared to tie together related sections of the new TCM. Proper explanation will also be made in the form of footnotes to relevant provisions of the TCM.
- g. Index: A comprehensive, general index for the TCM will be prepared. All sections will be indexed under major subjects with appropriate section citations. Columnar citations will be used to enhance case reference. When the inclusion of new material necessitates changes in the index, appropriate entries will be prepared and the necessary pages of the index shall be printed or reprinted to include the new entries. The Contractor shall update the Index and all Tables to reflect the changes.
- h. Editorial notes: Appropriate editorial notes will be prepared and appended to the new sections as deemed necessary by the Contractor.
- i. Instruction Sheet: The Contractor shall furnish with each TCM a page of instructions for removal of the obsolete pages and insertion of the new pages.
- j. Checklist: The Contractor shall furnish a checklist of up-to-date pages with each TCM.

4.2 Convert the manuals into the Folio Views search and retrieval software, and provide the manuals in Folio Views on CD-ROM to the City. Other versions of the Technical Manuals available on demand (Wordperfect, MS Word, RTF, PDF, HTML).

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

4.3 Conferences: The Contractor agrees to meet with the City once before publication begins, and once when publication is finished in order to review the end product. Additional meetings may be required.

4.4 Maintain subscriber lists (both internal and external) and supply printed copies and supplement service on demand.

4.5 Review of Proof. The City will be allowed to make unlimited changes to the proof copy without any penalties. The City will not be penalized for making any major revisions or adding new rule changes as part of the process. The City will be allowed a minimum of 45 days to review the proofs of the TCM. The Contractor shall not do the final printing until the City has given its approval. The Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place.

4.6 Notice of Completion of Editorial Work. A member of the Contractor's editorial staff shall review the change in conjunction with the existing provisions of the new TCMs. Pages containing provisions that are repealed or amended shall be updated to insert the changes. Upon completion of all editorial work, the Contractor shall notify the City in writing that the TCM is ready for typesetting and printing. No additional rule changes will be included in the TCM subsequent to such notice.

4.7 Typesetting and Proofs. After typesetting has been completed, the Contractor shall submit one set of proofs to the City for review. The Contractor shall be responsible for proofreading and typographical correctness. The City may make word changes on the proofs without charge. The City will return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt. The Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place.

4.8 Printing and Binding. Printing to be typeset with boldface headings with one column, footnotes, appendices as well as drawings and diagrams. Pages are to be printed front and back unless noted otherwise. Margins to be justified. Page size to be 8 1/2" X 11". Print to be on high quality paper, 50 lb. White offset paper: Manuals will be placed in 3-ring binders with tabs (one binder per manual). When the proofs are returned by the City, the Contractor shall proceed with printing of the TCM in accordance with the following.

- a. Format. The text of the code will be in a double column format. The preferred font is Times New Roman but the City will consider other options if samples are provided and submitted for the City's review. The Contractor shall furnish the City with all copies of the adopted TCM within thirty (30) days after adoption.
- b. Binding. The Contractor shall place completed TCM in 3-ring binders. Covers must replicate current binders. Contractor shall include in their proposal their binder choices

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

and costs. Samples may be requested by the City for evaluation. All extra copies of the TCM shall be punched and wrapped separately for storage. The City reserves the right to order additional binders at any time at the current price.

- c. Separator tabs. The Contractor shall furnish separator tab sheets (mylar tabs, printable on both sides) for the TCMs. The tabs shall reflect the major divisions or chapters of the TCM.
- d. Reprints of chapters. Additional copies of specific chapters may be ordered in paper covers, for separate sale or for distribution by the City.
- e. Reprints of TCM. The City reserves the right to order reprints at any time during the contract with no minimum amount.

4.9 Electronic Version of Code. The electronic media will be updated monthly. Upon completion of each update, the Contractor shall furnish the entire TCM as updated.

4.10 Schedule. The Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place. After shipment of the new TCM, the Contractor shall keep the manual up-to-date to reflect the changes of all rule changes adopted by the governing body. The TCM will be updated monthly to meet the requirement of the City.

5 Supplemental Services for the Technical Criteria Manual

5.1 Background. The City will forward to the Contractor the rule changes to be used in the TCM. The City will furnish the rule changes electronically in a format approved by the City.

5.2 Editorial Work. The Contractor shall prepare the manuscript to include:

- a. Editorial Notes. Appropriate editorial notes shall be prepared and appended to the new sections as deemed necessary by the publisher.
- b. Cross Reference Table and Table of Contents. The Contractor shall prepare a Cross Reference Table listing the rule changes included in each Supplement and setting out the location thereof. The Table of Contents will also be kept current to reflect changes in the TCM.
- c. Index. When the inclusion of new material necessitates changes in the index, appropriate entries will be prepared and the necessary pages of the index will be printed or reprinted to include the new entries.
- d. Instruction Sheet. The Contractor shall furnish with each Supplement a page of instructions for removal of the obsolete pages and insertions of the new pages.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

e. Checklist. The Contractor shall furnish a checklist of up-to-date pages with each Supplement.

5.3 Review of Proof. The City will be allowed to make unlimited changes to the proof copy without any penalties. The City will not be penalized for making any major revisions or adding new rule changes as part of the process. The City will be allowed a minimum of 45 days to review the proofs of the supplement. The Contractor shall not do the final printing until the City has given its approval. Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place.

5.4 Conferences. The Contractor agrees to meet with the City at least once annually if deemed necessary by the City, to review performance under the Contract.

5.5 Notice of Completion of Editorial Work. A member of the Contractor's editorial staff shall review the change in conjunction with completion of work.

5.6 Typesetting and Proofs. After typesetting has been completed, the Contractor shall submit one set of proofs to the City for review. The Contractor shall be responsible for proofreading and typographical correctness. The City may make word changes on the proofs without charge. The City will return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt. The Contractor shall specify, in the proposal, the delivery schedule for the services and commodities from the time the contract is in place.

5.7 Printing. When the proofs are returned by the City, the Contractor shall proceed with printing of the TCM in accordance with the following:

a. Format. The text of the code will be in a double column format. The preferred font is Times New Roman but the City will consider other options if samples are provided and submitted for the City's review.

b. Reprints of TCM. The City reserves the right to order reprints at any time during this contract with no minimum amount.

5.8 Electronic Version of Code. The electronic media will be updated monthly. Upon completion of each update, the Contractor shall furnish the entire TCM, as updated.

5.9 Schedule. The Contractor shall specify, in the proposal, the delivery schedule for the services or commodities from the time the contract is in place. After shipment of the TCM, the Contractor shall keep the TCM up-to-date to reflect the new rule changes of a general and permanent nature enacted by the governing body. The Supplements will be updated monthly.

6 Distribution and Subscriber Services

6.1 Proposals will describe an efficient and cost-effective method for:

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

- a. Distributing the published City Code volumes and supplements, including both volumes of the City Code and Technical Criteria Manuals to internal City users.
- b. Storage of published Code materials, including both volumes of the City Code and the Technical Criteria Manuals, in printed or electronic media; and
- c. Administering the subscription process and distributing City Code materials, including both volumes of the City Code and the Technical Manuals.

6.2 Proposer shall address all aspects of distribution, storage, and subscription costs including:

- i. Production costs
- ii. Printing and binding
- iii. Shipment
- iv. Subscription services including database maintenance, subscription price, subscription revenue allocation

Proposer may provide alternative methods of sales and subscription revenue allocation. If alternative methods of allocating subscription revenue are proposed, proposer should explain the specific benefits and its effect on pricing for each method.

7 Technical Specifications

7.1 Criticality Level Definitions

All requirements are assigned a criticality level. The three levels are:

- a. “Must Have” – These requirements are considered highly critical and must be satisfied by the system in some way.
- b. “Expected” – These requirements are somewhat critical to the end users of the system. No single vendor will provide all “expected” requirements. In some cases, the “Expected” requirements can be met with a different feature or perhaps, a work-around. Some “expected” requirements may be eliminated by the time a system is procured, but the majority should be satisfied.
- c. “Desired” – These are requirements that add value to the process, but are probably not common in code products. Many of these requirements may be eliminated by the time a system is procured

7.2 Delivery Specifications

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

The requirements presented in this category are those required to create and display City Codes on the Internet/Intranet.

- a. **Criticality:** Must Have

Requirement Description.

The Web system must have the ability to display the codes through (HTTP) Web Interface. Application must deliver ordinance content in common Internet text formats.

Required Response

Describe how your system can display the codes using a Web Browser on Windows/MAC OS, PC, Smartphones, Internet Explorer, Firefox, Safari, Google Chrome.

- b. **Criticality:** Must Have

Requirement Description

Application must be able to port to other channels (delivery methods) accessed through technologies such as wireless.

Required Response

Describe how the codes can be accessed via the internet by technologies such as wireless, Smartphones, iPad, Surface Tablets, Windows 8.

- c. **Criticality:** Expected

Requirement Description:

The ability to download by any combination of article section, paragraph, and/or chapter of the codes in .doc, .pdf.

Required Response

Describe how the codes can be downloaded and in what format(s).

7.3 Interface Specifications

- a. **Criticality:** Expected

Requirement Description

Interface must list total number of documents available. (Used for downloading and printing.)

Required Response

Describe how your system provides this capability.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

b. Criticality: Must Have

Requirement Description:

Interface must have a Help feature that contains documents describing how to use the application. Capabilities of the frames and no-frames options must be described. The system must have clear help instructions.

Required Response

Describe how your system provides this capability.

c. Criticality: Must Have

Requirement Description

A phone number and email contact must be included on the first screen and every screen throughout the application.

Required Response

Describe how your system provides this capability.

d. Criticality: Must Have

Requirement Description:

A search feature must be provided on each and every screen.

Required Response

Describe how your system provides this capability.

e. Criticality: Must Have

Requirement Description

The visitor should be able to browse through a series of links to arrive at the requested ordinance.

Required Response

Describe how your system provides this capability.

f. Criticality: Must Have

Requirement Description

A print feature must be provided on each and every screen or the content should be able to be printed using the default browser settings. This feature can be excluded from the wireless delivery.

Required Response

Describe how your system provides this capability.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

g. **Criticality:** Must Have

Requirement Description

The content must be delivered without the use of HTML frames as a minimum option and with frames as an additional option. (If the no-frames option is the only option provided, then the functionality of the frames option must be included in the frames option).

Required Response

Describe how your system provides this capability.

h. **Criticality:** Must Have

Requirement Description

The interface will incorporate the Austin City Connection design specifications, in regards to color palette, logo and use of the City Seal.

Required Response

Describe how your system provides this capability.

i. **Criticality:** Must Have

Requirement Description

If the interface opens a new window on top of the existing window, the application should notify the visitor of the event.

Required Response

Describe how your system provides this capability.

j. **Criticality:** Expected

Requirement Description

Large documents determined at this time to be between 5mb or 10mb, should be noted in the text for the visitor.

Required Response

Describe how your system provides this capability.

k. **Criticality:** Must Have

Requirement Description

Any documents requiring other software other than the minimum browser installation will notify the visitor in the text that additional software or plug-ins must be used or downloaded in order to

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

view the document. A link will be provided to the visitor where they may download the required software and/or plug-in.

Required Response

Describe how your system handles this requirement.

- l. **Criticality:** Must Have

Requirement Description

The no-frames interface will comply with the W3C.org standards for accessibility, specified in Section 508 of the Rehabilitation Act Amendments of 1998.

Required Response

Describe how your system provides this capability.

- m. **Criticality:** Must Have

Requirement Description

Each document will provide the visitor with a hierarchical trail to indicate the location of the document, related to the organization structure of all ordinances.

Required Response

Describe how your system provides this capability.

- n. **Criticality:** Must Have

Requirement Description

A Glossary of Terms will be included in the interface.

Required Response

Describe how your system addresses this requirement.

- o. **Criticality:** Must Have

Requirement Description

Ability to add custom links and contacts in the code where necessary.

Required Response

Describe how your system provides this capability.

- p. **Criticality:** Must Have

Requirement Description

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Ability to add hyperlinks from related, referenced sections to the text. It should already be hyperlinked to reference sections, figures, tables, etc. This should be created during the creation of the code.

Required Response

Describe how your system provides this capability.

- q. **Criticality:** Desired

Requirement Description

The ability to bookmark individual article, chapter and section.

Required Response

Describe how your system provides this capability.

7.4 Search Specifications

- a. **Criticality:** Must Have

Requirement Description

The search feature should return multiple results and rank the results accordingly.

Required Response

Describe how your system provides this capability.

- b. **Criticality:** Must Have

Requirement Description

The ability to sort the results by a raw search, with all results, as well as sorting by article or code chapter.

Required Response

Describe how your system provides this capability.

- c. **Criticality:** Must Have

Requirement Description

The search feature should be able to search by keywords, ordinance number, or article section. Boolean capabilities should be provided to include a combination of words. It should be able to combine either of two categories for the query, such as keywords and ordinance number. Another example would be only the keywords in a certain article section.

- d. **Criticality:** Must Have

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Requirement Description

Search list will also be indicated in the table of contents (frames version).

Required Response

Describe how your system provides this capability.

7.5 Site Hosting – OFFSITE OPTION

a. **Criticality:** Must Have

Requirement Description

Access will be provided to server logs for Austin City Connection to process statistics regarding activity.

Required Response

Describe how your system provides this capability.

b. **Criticality:** Must Have

Requirement Description

Log files will gather IP number, date, time, and requested document.

Required Response

Describe how your system provides this capability.

c. **Criticality:** Must Have

Requirement Description

Each log file will include seven days of activity.

Required Response

Describe how your system provides this capability.

d. **Criticality:** Must Have

Requirement Description

Service provider will guarantee 99% Uptime. Patches, reboots and maintenance will be confined to non-peak hours and days.

Required Response

Describe how your system provides this capability.

e. **Criticality:** Must Have

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Requirement Description

Service provider will notify, via email, the City's Single Point of Contact (SPOC) when downtime occurs within 30 minutes of the downtime.

Required Response

Describe how your system provides this capability.

f. **Criticality:** Must Have

Requirement Description

Service provider will maintain a monitoring system to track downtime. The monitoring system will be available 24 hours a day, 365 days a year.

Required Response

Describe how your system provides this capability.

g. **Criticality:** Expected

Requirement Description

The Vendor should provide a toll-free number for contacting support technicians or field engineers on 24X7X365 availability.

Required Response

Provide details of maintenance agreement options for 24X7X365 telephone support. Describe response times escalation levels and support procedures.

h. **Criticality:** Expected

Requirement Description

The Vendor should list the hardware items that the Vendor will maintain and those hardware items that will be maintained by a third party Vendor.

Required Response

Provide listing of all third party maintenance providers. This list should include each hardware item, its supporting third party maintenance support company name, phone, and contact.

7.6 Intranet Version. The Intranet version can be either web-based or Client-Server based.

a. **Criticality:** Must Have

Requirement Description

An Expandable Table-Of-Contents (TOC) must be available from the user interface.

Required Response

Describe how your system provides this capability.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

b. Criticality: Must Have

Requirement Description

Capable of individual make-up, book marking and notes while maintaining integrity of original documents. Intranet Version – should contain the ability for staff to add notes and edits to a document which are attributed to the staff member or department. These notes should be accessible, through password protection or access privileges to other City staff. Client/server version option – individual client use of bookmarks, notes and mark-up.

Required Response

Describe how your system provides this capability.

c. Criticality: Must Have

Requirement Description

The Vendor must provide thorough technical documentation of all software modules.

Required Response

Provide an architectural overview using drawings, maps, flow charts, etc. of the proposed system showing software modules, data-stores, data-dictionaries and the relationships among them.

d. Criticality: Must Have

Requirement Description

The Vendor must identify any third-party software products used within their proposed system configuration.

Required Response

The Vendor must indicate which proposed software products are not proprietary to the Vendor. Discuss the rationale behind the recommendation of all third-party software such as data backup and recovery, data archiving, systems management and monitoring, report writing etc.

e. Criticality: Expected

Requirement Description

The Software environment should be capable of dynamically accepting changes to network configurations that would facilitate change management with no impact on system availability.

Required Response

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Describe how your system handles dynamic changes to configurations. Detail any constraints or possible problems that could occur that may prohibit changes “on-the-fly”. Explain if these constraints would mandate those workstations and/or servers be rebooted.

f. **Criticality:** Must Have

Requirement Description

The Vendor must provide documentation of any customization made to a base product.

Required Response

Indicate the level of customization to the base application and database design that is required to fulfill the business functional requirements. Explain how much initial coding must be written and then maintained in the future to remain compliant with software maintenance releases or version upgrades.

g. **Criticality:** Must Have

Requirement Description

The proposed system must allow multiple users simultaneous access to identical data without compromising data integrity.

Required Response

Describe how your system provides simultaneous access to the same data by many users. Detail the methodology used by your system to access, share and protect data and guarantee data integrity.

h. **Criticality:** Must Have

Requirement Description

The System must enable a user to concurrently access and/or logon to other windows/dos applications. The functionality must be available without having to log off of or disconnect from the application.

Required Response

Describe how your system provides this capability.

i. **Criticality:** Must Have

Requirement Description

The vendor must provide the minimum specifications for a workstation using the Intranet version of the codes. These workstations must be able to host other applications on Windows based operating systems and multi-task.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Required Response

Address any compatibility issues the application or client may have with any third-party software. Recommend the optimum and minimum workstation hardware configuration and identify any known hardware incompatibilities (i.e. video cards, device drivers, chip-sets, etc.) relative to the code client or application software include at minimum the following:

Processor and speed required
Operating system(s)
RAM requirements
Disk Space requirements for software
High Resolution Flat Screen Display Options

j. **Criticality:** Must Have

Requirement Description

It is anticipated that there will be a server(s) performing hosting of the Intranet version of the codes. The Vendor must propose a system and server design description and plan that includes the type of server(s) being proposed. Can this application run on a server with other intranet applications? The system will be backed up using the NET App.

Required Response

Provide recommendations for optimal and minimal server hardware configuration. Identify the role of each server(s) and explain how you plan to achieve application availability and reliability. Include recommendations on the number of server(s) required include recommendations on the following and any other hardware components that enhance performance measures:

Process and speed required
Operating system(s)
RAM requirements
Disk space requirements for software
Any known incompatibilities
Internet Version

k. **Criticality:** Must Have

Requirement Description

The Vendor must propose a system that runs on an open architecture operating system such as Linux or Windows 2008 SRV. The City of Austin may not accept proprietary operating system which do not provide open architecture environments. Preference will be given to Linux.

Required Response

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Discuss the rationale for the selection or recommendation of the operating system to be installed on the servers. Also, include a discussion on the tuning requirements which would allow the server OS to operate seamlessly and most efficiently with the proposed application.

l. Criticality: Expected

Requirement Description

The Vendor should propose a technical system architecture that allows the system to respond efficiently and effectively.

Required Response

Describe how the combination of the recommended hardware platforms and software applications executes the following tasks pertaining to transactions:

The number of transactions in a twenty-hour period.

The number of transactions during peak hours, 7am CST – 6pm CST.

The number of transactions that the application and host servers can perform during peak hours.

m. Criticality: Must Have

Requirement Description

The Vendor should propose a system that allows for an unlimited license for both internet and intranet.

Required Response

Describe how your system provides this capability.

n. Criticality: Must Have

Requirement Description

If the Vendor's system is hosted by the City of Austin the servers must pass a security scan and audit. The City uses Trend and must work with vendor product.

Required Response

Describe how your system provides this capability.

o. Criticality: Must Have

Requirement Description

If the Vendor's system is hosted by the City of Austin the servers must use the Apache Web Server Software.

Required Response

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

Describe how your system provides this capability.

p. **Criticality:** Expected

Requirement Description

Updates to the Code of Ordinance should be received on FTP Site.

Required Response

Describe how our system provides this capability.

q. **Criticality:** Must Have

Requirement Description

If the City of Austin hosts the Internet version of the codes, the Vendor must propose a system and server design description and plan that includes the type of server(s) being proposed. Can this application run on a server with other Internet applications? The system will be backed up using the NET App.

Required Response

Provide recommendations for optimal and minimal server hardware configuration. Identify the role of each server(s) and explain how you plan to achieve application availability and reliability. Include recommendations on the number of server(s) required. Include recommendations on the following and any other hardware components that enhance performance measures and identify any known hardware incompatibilities (i.e. video cards, device drivers, chip-sets, etc.) relative to application software:

- Processor and speed required
- Operating system(s)
- RAM requirements
- Disk space requirements for software
- Any known incompatibilities

8 Standard Specifications

8.1 The Contractor shall host the standard specifications on their site but “hide” the documents from public viewing. The vendor must provide the URL for this site to the City for internal City purposed.

8.2 Standard specifications must be excluded from any “search all codes” and “search all Texas codes” features provided by the Contractor.

8.3 Standard Specifications shall be provided in a PDF format and must be displayed on the Contractor’s site as a printable PDF copy.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

9 Rule Postings

9.1 The Contractor shall host on-line versions of all City Rules.

9.2 The Contractor shall add, amend or delete rule postings as appropriate, and update all peripherals such as the Table of Contents and the Record of Revision.

9.3 Rules shall be provided by the City in a PDF version and should be converted to a manual, organized by department.

9.4 The manual must be:

- a. Subdivided by City department
- b. Table of Contents
- c. Record of Revisions

9.5 The Contractor shall convert the manual into the Folio Views search and retrieval software, and provide the manual in Folio Views on CD-ROM to the City. Other versions of the Rule Posting Manual available on demand (Wordperfect, MS Word, RTF, PDF, HTML).

10 Speed Studies

10.1 The City will provide the Contractor with a list of all speed studies.

10.2 The Contractor shall host an on-line list of all speed study ordinances.

11 Folio (Desktop) Version

11.1 The Contractor shall provide the City a desktop version of the Code in Folio Views software (updates originally sent via CD-ROM, now sent via our FTP site with email notification). The City currently has an unlimited user license for this software, and can be installed on as many City PCs as necessary.

11.2 The Contractor shall host City Code and all Technical Manuals on the Contractor's site with customized colors and banner. The online version is updated monthly (or as frequently as the City requests).

11.3 The Contractor shall provide on-site training available as requested by the City.

11.4 Website offers framed version and a frameless / mobile version, along with capabilities to print, save and email provisions directly from the website.

11.5 Host a static version of the Standard Specifications (along with a printable PDF version) on a separate site on an annual basis.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
PUBLICATION SERVICES FOR CITY CODE**

11.6 Online version contains following features: Ability to search across all hosted Codes on the City's site (or all Texas Codes hosted on the City's site) at no additional charge for the City or for private subscribers. Additionally, users can search through just the City Code, individual Technical Manuals, all Technical Manuals, or the City Code plus all Technical Manuals.

12 Other Services:

12.1 Host and maintain all of the documents listed in the scope of work on the Internet on the Contractor's NXT hosting server.

12.2 Single Project Manager (attorney with seventeen (17) years experience in the industry), available by cell 24/7.

12.3 Toll free technical support at no additional charge, along with dedicated business email for the Contractor.

12.4 The Contractor shall provide at least three (3) local government entities as references on Section 0700, one of which must be a municipality of equal or greater size than Austin.

13 Costs/Payments

13.1 The Contractor shall provide pricing options for the services described in the scope of work.

13.2 The Contractor shall provide pricing options for binders and tab dividers to the City after the City has determined the style and color. Hard copies will be purchased as needed by City Departments individually through the Contractor. Departments shall be billed directly by the Contractor.

13.3 The City will pay invoices within thirty (30) days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.



Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

January 12, 2018

Ms. Myrna Rios
Office of the City Clerk
City of Austin
2006 E. 4th Street
Austin, TX 78702

via email: myrna.rios@austintexas.gov

Dear Ms. Rios:

Municode publishes and maintains the City of Austin's **Code of Ordinances, Land Development Code, Administrative Rules for Solid Waste Services**, and the nine (9) **Technical Criteria and Standard Manuals** listed below.

City of Austin, Texas Technical Criteria and Standards Manuals

1. Building Criteria Manual
2. Drainage Criteria Manual
3. Environmental Criteria Manual
4. Fire Protection Criteria Manual
5. Standard Specifications Manual
6. Standards Manual
7. Transportation Criteria Manual
8. Traditional Neighborhood District Criteria Manual
9. Utilities Criteria Manual

Per the City's request, Municode is prepared to guarantee the costs reflected on the attached Pricing Sheets for each of the City's publications, and for the 10-year period beginning on **January 1, 2018** and terminating on **December 31, 2027**. If you have any questions or need additional information, please let us know. We appreciate every opportunity to be of service to the City of Austin!

Sincerely,

A handwritten signature in blue ink, appearing to read "SW".

Steffanie Rasmussen
Vice President of Client Services
800-262-2633 ext. 1148

**PRICING SHEET FOR
Austin, Texas
Code of Ordinances
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹

Page Format	Base Page Rate
Double	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- 11 printed copies of each supplement to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed Actual freight
- State sales tax If applicable
- Subscribers invoiced separately

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet

MyMunicode, Online Hosting and Maintenance, billed annually each July, includes: \$1,250²

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

Additional Services:

Annual Administrative Support Fee, billed annually, each November \$500³

¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

² The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but also encompasses the LDC, the Administrative Rules for Solid Waste Services and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

³ The single annual Administrative Support Fee (ASF) of \$500 is assessed to the Code of Ordinances account, but also encompasses the LDC, the Administrative Rules for Solid Waste Services and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Land Development Code
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate⁴

Page Format	Base Page Rate
Double	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- 13 printed copies of each supplement to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ⁵

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

⁴ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁵ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but also encompasses the LDC, the Administrative Rules for Solid Waste Services and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Administrative Rules for Solid Waste Services
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate⁶

Page Format	Base Page Rate
Single	\$16.50 per page
Images, Graphics & Tabular Matter	\$10.00 each

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplements printed upon request, schedule set by the City
- Supplement in PDF format provide to Mr. Jason McCombs
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ⁷

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

⁶ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁷ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but also encompasses the LDC, the Administrative Rules for Solid Waste Services and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Building Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate⁸

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ⁹

MyMunicode, Online Hosting and Maintenance

- **Online Hosting & Maintenance**
- **CodeBank**
- **CodeBank Compare + eNotify**
- **OrdBank**
- **MuniPro**
- **Custom online code banner**

⁸ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁹ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Drainage Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹⁰

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
- State sales tax
- Subscribers invoiced separately

Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ¹¹

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

¹⁰ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹¹ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Environmental Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹²

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk
-

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ¹³

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

¹² All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹³ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Fire Protection Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹⁴

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ¹⁵

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

¹⁴ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹⁵ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Standard Specifications Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹⁶

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ¹⁷

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

¹⁶ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹⁷ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Standards Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate¹⁸

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ¹⁹

MyMunicode, Online Hosting and Maintenance

- **Online Hosting & Maintenance**
- **CodeBank**
- **CodeBank Compare + eNotify**
- **OrdBank**
- **MuniPro**
- **Custom online code banner**

¹⁸ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹⁹ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Transportation Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate²⁰

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ²¹

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

²⁰ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

²¹ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Traditional Neighborhood District Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate²²

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ²³

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

²² All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

²³ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

**PRICING SHEET FOR
Austin, Texas
Utilities Criteria Manual
January 1, 2018 – December 31, 2027**

Supplement Service Base Page Rate²⁴

Page Format	Base Page Rate
Single	\$16.50 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Supplement in Folio format
- Supplements printed upon request, schedule set by the City
- 1 printed copy provided to Ms. Karen Grotefend
- 1 printed copy provided to the Office of the City Clerk

Additional services that may apply to supplement service:

- Freight, pre-billed
 - State sales tax
 - Subscribers invoiced separately
- Actual freight
If applicable

Invoices for Supplements and Additional Services are submitted upon completion of project(s). Municode does not charge a per page rate to update the internet – this is included in the supplement per page rate.

Online Services Quotation Sheet ²⁵

MyMunicode, Online Hosting and Maintenance

- Online Hosting & Maintenance
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPro
- Custom online code banner

²⁴ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

²⁵ The single annual MyMunicode online hosting fee of \$1,250 is assessed to the Code of Ordinances account, but encompasses the Code, the LDC and the complete set of 9 Technical Criteria and Standards Manuals, as itemized in the cover letter.

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:

MUNICIPAL CODE CORPORATION

Signature of Officer or
Authorized
Representative:



Date:

5/16/18

Printed Name:

W. ERIC GRANT

Title

PRESIDENT

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Liz Lock/ 512-974-2034	PM Name/Phone	Myrna Rios- 512-974-2504
Sponsor/User Dept.	City Clerk- 4500	Sponsor Name/Phone	Myrna Rios- 512-974-2504
Solicitation No	122449 (eCapri)	Project Name	Publication Services for City Code
Contract Amount	\$750,000	Ad Date (if applicable)	N/a

Procurement Type

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

Provide Project Description**

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

The current contract is NA140000056 (RFP 4500 JSD0136). The initial term expires 1/21/2020, yet the department has expended available funding. No subcontracting opportunities were identified and no goals were established.

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

96112- 100%

Liz Lock

12/19/2017

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received		Date Assigned to BDC	
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: