

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Convergent Technologies, LLC ("Contractor")
for
Airport Security
MA 8100 NA180000160**

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

This Contract is between Convergent Technologies, LLC having offices at 10535 Boyer blvd., suite 300, Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8100 PAX0144.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), 8100 PAX0144 including all documents incorporated by reference
- 1.1.3 Convergent Technologies, LLC's Offer, dated 03/29/2018, including subsequent clarifications

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

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

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total of \$2,065,004.00 for the initial Contract term, \$707,908.00 for extension option one, and \$715,671.00 for extension option two for a total contract amount not-to exceed \$3,488,583.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

1.6.1 Price Proposal

ATTACHMENT B.R - PRICE PROPOSAL FORM

Item No.	Service	Price	
	Year One	Hour Rate	Extended Price
1	Software Maintenance and Support		\$ 107,000.00
2	Quarterly Preventative Maintenance		\$ 91,500.00
3	Moves, Adds, Changes The City reserve the right to use all, some, or none of the estimated reserved amount as listed on this line item as Moves, Adds, Changes		\$ 250,000.00
4	On- Site Technician (2080 hrs. annually)	\$ 89.00	\$ 185,120.00
5	Annual Factory Certification Training for up to 10 staff		\$ 25,500.00
	Total cost of agreement Year One		\$ 659,120.00
6	Additional Technician hourly rate for normal business hours	\$ 89.00	
7	Hourly rate for afterhours, weekends, holidays support	\$ 105.00	
Item No.	Year Two	Hour Rate	Extended Price
8	Software Maintenance and Support		\$ 107,000.00
9	Quarterly Preventative Maintenance		\$ 91,500.00
10	Moves, Adds, Changes The City reserve the right to use all, some, or none of the estimated reserved amount as listed on this line item as Moves, Adds, Changes		\$ 150,000.00
11	On- Site Technician (2080 hrs.)	\$ 91.67	\$ 190,673.60
12	Annual Factory Certification Training for up to 10 staff		\$ 25,500.00

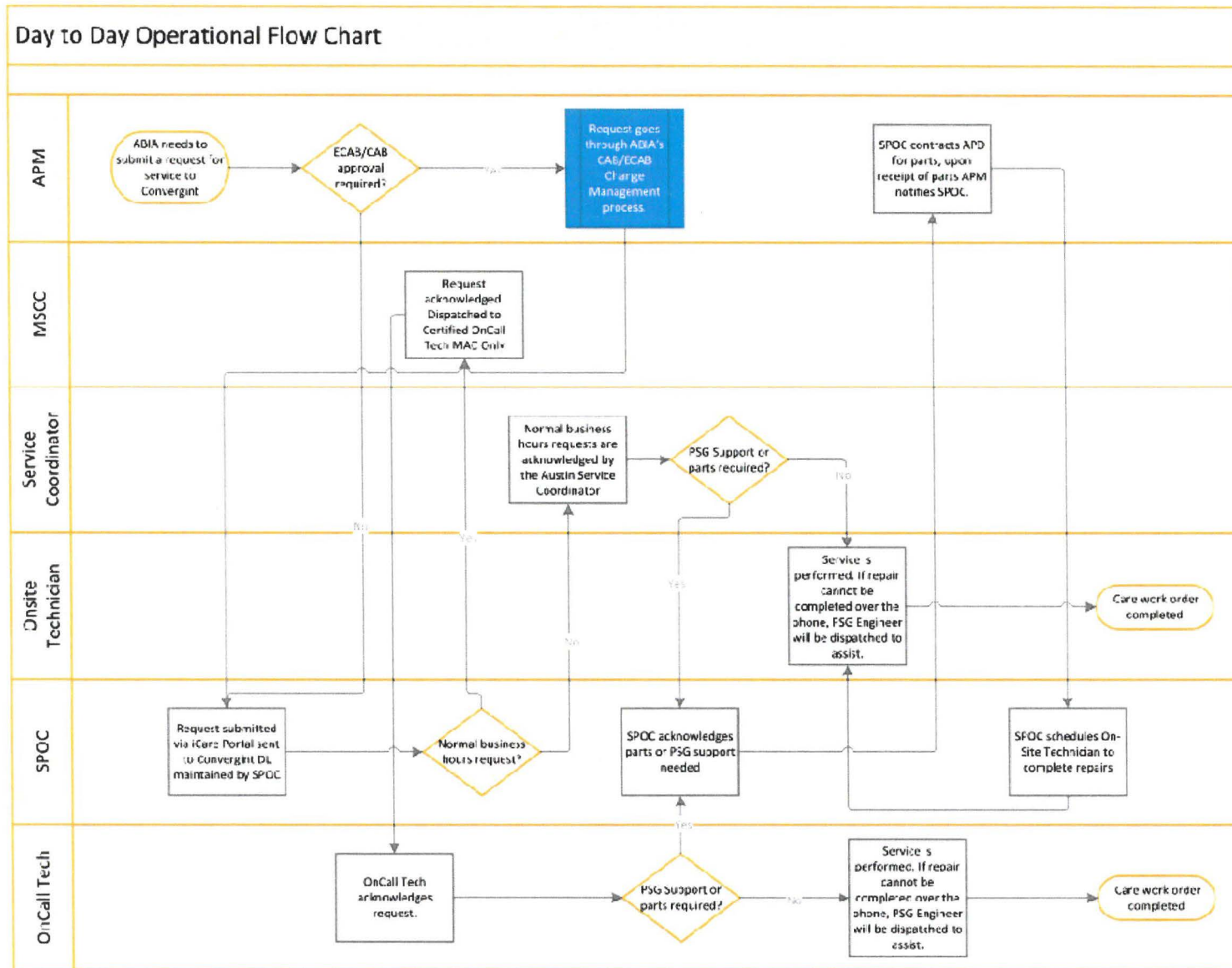
			Total	\$ 564,673.60
13	Year Over Year Escalation Need Due to Airport Expansion (20%)			120%
	Total cost of agreement Year Two			\$ 677,608.32
14	Additional Technician hourly rate for normal business hours (year 2)	\$ 91.67		
15	Hourly rate for afterhours, weekends, holidays support (year 2)	\$ 108.15		
Item No.	Year Three	Hour Rate	Extended Price	
16	Software Maintenance and Support		\$ 107,000.00	
17	Quarterly Preventative Maintenance		\$ 91,500.00	
18	Moves, Adds, Changes The City reserve the right to use all, some, or none of the estimated reserved amount as listed on this line item as Moves, Adds, Changes		\$ 150,000.00	
19	On- Site Technician (2080 hrs.)	\$ 94.42	\$ 196,393.60	
20	Annual Factory Certification Training for up to 10 staff		\$ 25,500.00	
			Total	\$ 570,393.60
21	Year Over Year Escalation Need Due to Airport Expansion (20%)			120%
	Total cost of agreement Year Three			\$ 684,472.32
22	Additional Technician hourly rate for normal business hours (year 3)	\$ 94.42		
23	Hourly rate for afterhours, weekends, holidays support (year 3)	\$ 111.39		
Item No.	Year Four	Hour Rate	Extended Price	
24	Software Maintenance and Support		\$ 107,000.00	
25	Quarterly Preventative Maintenance		\$ 91,500.00	

26	Moves, Adds, Changes The City reserve the right to use all, some, or none of the estimated reserved amount as listed on this line item as Moves, Adds, Changes		\$ 150,000.00
27	On- Site Technician (2080 hrs)	\$ 97.25	\$ 202,280.00
28	Annual Factory Certification Training for up to 10 staff		\$ 25,500.00
Total			\$ 576,280.00
29	Year Over Year Escalation Need Due to Airport Expansion (20%)		X 120%
	Total cost of agreement Year Four		\$ 691,536.00
30	Additional Technician hourly rate for normal business hours (year 4)	\$ 97.25	
31	Hourly rate for afterhours, weekends, holidays support (year 4)	\$ 114.73	
Item No.	Year Five	Hour Rate	Extended Price
32	Software Maintenance and Support		\$ 107,000.00
33	Quarterly Preventative Maintenance		\$ 91,500.00
34	Moves, Adds, Changes The City reserve the right to use all, some, or none of the estimated reserved amount as listed on this line item as Moves, Adds, Changes		\$ 150,000.00
35	On- Site Technician (2080 hrs.)	\$ 100.17	\$ 208,353.60
36	Annual Factory Certification Training for up to 10 staff		\$ 25,500.00
Total			\$ 582,353.60
37	Year Over Year Escalation Need Due to Airport Expansion (20%)		120%
	Total cost of agreement Year Five		\$ 698,824.32
38	Additional Technician hourly rate for normal business hours (year 5)	\$ 100.17	
39	Hourly rate for afterhours, weekends, holidays support (year 5)	\$ 118.17	

FOR INFORMATION PURPOSES

	Repair/Replacement Parts	Percentage
40	Percent mark-up to cost for all repair/replacement parts	25%
	Labor Rate - Category of Personnel	Hourly Billing Rate (Per Hour)
	Note: Labor rates will increase 3% annually for all personnel - year one rates shown below	
41	Specialist	\$ 95.00
42	Specialist (Overtime)	\$ 105.00
43	Professional Services	\$ 115.00
44	Professional Services (Overtime)	\$ 125.00
45	Design	\$ 90.00
46	Project Management	\$ 110.00

1.6.2 Day to Day Operational Flow Chart



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


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

Convergent Technologies, LLC

CITY OF AUSTIN

Alan Bergschneider
Printed Name of Authorized Person

Sai Purcell
Printed Name of Authorized Person


Signature


Signature

UPICFO
Title:

Procurement Specialist IV
Title:

8-8-18
Date:

8/9/18
Date:



**City of Austin, Texas
Purchasing Office
Request for Proposal (RFP)**

**Airport Security Access Control and Video
Management System**

**Solicitation No: RFP 5600 PAX0144
Requisition No: 18020800263**

**Municipal Building, 124 W 8th Street
RM 308, Austin, Texas 78701**

March 29, 2018

sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Convergint Technologies LLC

Company Address: 10535 Boyer Blvd. Ste 300

City, State, Zip: Austin, TX 78758

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Kevin Popejoy

Title: Regional Vice President

Signature of Officer or Authorized Representative: 

Date: 3/29/2018

Email Address: kevin.popejoy@convergint.com

Phone Number: 512-351-4042

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

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

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. **PAYMENT:**

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

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

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

**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
SUPPLEMENTAL PURCHASE PROVISIONS**

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

Due to Security Sensitive Information being provided during this mandatory pre-proposal conference, all attendants will be required to sign a Non-Disclosure Agreement before detailed technical information is provided

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by March 9:00 am, March 12, 2018 to sai.xoomsai@austintexasa.gov

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 60 months. The Contract may be extended beyond the initial term for up to one additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Firm Fixed Price for 60 months.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation Department
Attn:	Account Payable
Address	3600 Presidential Blvd
City, State Zip Code	Austin, TX 78719

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

6. PUBLISHED PRICE LISTS:

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

7. LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

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

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

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

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

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

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

- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
- K. Contractor and its employees shall observe, obey and comply with all applicable rules, policies, procedures, and regulation of the City, Aviation Department, Federal Aviation Administration, Transportation Security Administration, and the Department of Homeland Security in effect during the term of this agreement.

L. Additionally, the Contractor shall acknowledge and follow the Airport Security Requirements as described under Exhibit A, Airport Security Requirement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Henry Zuniga

Henry.Zuniga@austintexas.gov

512-530-2434

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

Austin-Bergstrom International Airport Airport Security Access Control and Video Management System Maintenance and Support Statement of Work

1. INTRODUCTION

The City of Austin Aviation Department (the "Airport") seek a vendor certified to perform work on Identiv (Hirsch) Velocity Access Control and Genetec Security System Video Management to provide airport security access control and video management system software and hardware maintenance, support, repair, and installation services.

The scope of service includes preventative and corrective maintenance, software maintenance and licensing, database maintenance, systems monitoring and troubleshooting. Additional services include on-site training, change management, and support for moves, adds, and changes because of new construction and other Airport improvement projects. The required support services shall be provided through a combination of a dedicated on-site technician and offsite support as necessary.

2. BACKGROUND

The Airport is responsible for the management and operation of Austin Bergstrom International Airport. The airport site consists of 4,242 acres and includes the 25-gate Barbara Jordan Passenger Terminal, two parallel runways, air freight and airline cargo facilities, general aviation facilities, consolidated rental car facility, rental car service centers, ground transportation staging facility, the State Aircraft Pooling Board, and the Texas Army National Guard. Two fixed base operators are located at ABIA, and provide general aviation terminals, hangars, maintenance, and fuel facilities. ABIA serves over 10 million passengers per year. The Airport is currently undertaking a 9-gate expansion and other terminal wide improvements including upgrading and replacing existing airport security system cameras within the terminal. The new concourse is planned to be 130,000 SF overall with approximately 80,000 SF on the departures level and 50,000 SF on the apron level. Additionally, the Airport is in the design phase for a new consolidated Maintenance Complex consisting of 7 new buildings, a new Parking Garage, and a 5 story Administration Building.

Current construction projects along with continued passenger growth creates a dynamic environment at the Airport and necessitates a vendor who can support the Airport Security System as well as be responsive to, and assist, various City construction contractors with changes to the system as needed. It is anticipated that many Airport Security System related projects will be performed throughout the Airport campus that may require services provided through this contract (see Section 8: SCOPE OF WORK) **The City reserves the right to award contracts for new installations to other qualified contractors. It is expected that the Contractor will support all additions and upgrades to the ABIA security system regardless of installer.**

3. CURRENT ENVIRONMENT

The Airport supports three Security System Environments to include the following products:

- Identiv (Hirsch) Velocity Access Control System
- BriefCam Syndex EP+
- Genetec Security Center

- No Fly List Report – 1 license
- TSA Threat Assessment Report – 1 license
- IntelliKey/Quantum interface – 1 license
- Hirsch SDK integration code with Genetec Security Center
- BriefCam integration with Genetec Security Center
- Kaba Exit Lane integration with Hirsch and Genetec
- Double-Take High Availability
- EasyLobby Visitor Pass software and printer
- MagiCard Credential Printers

4. ACRONYMS

ABIA: Austin Bergstrom International Airport
 ACS: Access Control System
 APM: Airport Project Manager
 DOA: Department of Aviation
 IT: Information Technology
 LAN: Local Area Network
 MACs: Moves, Adds, and Changes
 MAT: Maintenance Administration Terminal
 MM: Multimode (fiber)
 NDA: Non-Disclosure Agreement
 ND&I: Network Design and Installation
 NFPA: National Fire Protection Act
 NPI: Network Preferred Installer
 OSP: Outside Plant
 PDS: Premises Distribution System
 RFP: Request for Proposal
 SIDA: Site Identification Display Area
 SLA: Service Level Agreement
 SCR: System Change Request
 SPOC: Single Point of Contact
 SM: Singlemode (fiber)
 TSA: Transportation Security Administration
 VMS: Video Management System
 WAN: Wide Area Network

5. REFERENCES

The publications listed below form a part of this specification to the extent referenced.

- A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 - ANSI X3.92 (1981; R 1987) Data Encryption Standards.
 - ANSI X3.154 (1988; R 1994) Office Machines and Supplies - Alphanumeric Machines-Keyboards Arrangement.
 - ANSI C2 National electrical safety code 2014
- B. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
 - ASTM E 84 (2002) Surface Burning Characteristics of Building Materials.
- C. CODE OF FEDERAL REGULATIONS (CFR).
 - 47 CFR 15 Radio Frequency Devices.
 - 47 CFR 68 Connection of Terminal Equipment to the Telephone Network.

- 49 CFR 1542 bis (Civil Aviation Security rules.)
- D. ELECTRONIC INDUSTRIES ASSOCIATION (EIA).
 - EIA ANSI/EIA/TIA-232-E (1991) Interface between Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange.
 - EIA ANSI/TIE/AIA-568C (2009) Commercial Building Telecommunications Cabling Standard.
- E. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE).
 - IEEE C2 (2016) National Electrical Safety Code.
 - IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits.
 - IEEE Std 142 (2007) IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- F. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).
 - NEMA 250 (2003) Enclosures for Electrical Equipment (1000 Volts Maximum).
 - NEMA ICS 1 (1993) Industrial Control and Systems.
- G. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 - NFPA 70 (2014) National Electrical Code.
- H. UNDERWRITERS LABORATORIES (UL).
 - UL 294 (1994; Rev thru May 1997) Access Control System Units.
 - UL 639 (1997; Rev Jun 1997) Intrusion Detection Units.
 - UL 681 (1994; Rev thru Oct 1997) Installation and Classification of Burglar and Holdup Alarm Systems.
 - UL 796 (1993; Rev thru Jul 1996) Printed-Wiring Boards.
 - UL 972 (1995; Rev thru Dec 1996) Burglary Resisting Glazing Material.
 - UL 1037 (1994; Rev thru May 1997) Antitheft Alarms and Devices.
 - UL 1076 (1995; Rev thru May 1996) Proprietary Burglar Alarm Units and Systems
- I. TSA
 - Biometric Guidelines (March 31st 2005 version)
- J. ISO INTERNATIONAL STANDARDS ORGANIZATION
 - ISO/IEC 14443 (2000/2001) Proximity cards
 - ISO/IEC 7816 (1985 and following years) Interface characteristics
 - ISO/IEC 7810 (1985) Physical characteristics
- K. RTCA
 - DO 230 G Standards for Airport Access Control System
- L. CBP
 - Airport Technical Design Standard 2012
- M. GSA/NIST
 - NIST Report 6887 (July 8, 2002) Government Smart Card Interoperability Specification
 - FIPS 201 Personal identity Verification (PIV) and associated standards 2005/6

The publications are referred by basic designation only. Specific reference in specifications to codes, rules, regulations, standards, manufacturer's instructions, or requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of contract. In the case of conflicts:

- Between referenced requirements: Comply with the one establishing the more stringent requirements.
- Between referenced requirements and contract documents: Comply with the one establishing the more stringent requirements.

6. QUALITY ASSURANCE

Materials and work specified herein shall comply with the applicable requirements of:

ANSI/TIE/AIA-568-C.1	ISO/IEC 11801
ANSI/TIE/AIA-568-C.2	ISO/IEC JTC 1/SC 25/WG 3 N655 (Nov.
ANSI/TIE/AIA-568-C.3	2001)
ANSI/TIE/AIA-569-B	CENELEC EN50173
ANSI/TIE/AIA-606	IEC 603-7
ANSI/TIE/AIA-607	BICSI
ANSI/ICEA S-90-661	National Life Safety Code, NFPA 101.
ANSI/EIA/TIA-492AAAA	NFPA 70 – 2014 or newer.
ANSI/TIE/AIA-472CAAA	NEC – Articles 770 and 800.
ANSI/TIE/AIA-472DAAA	UL.
ANSI/TIE/AIA-598	FM.
ANSI/TIE/AIA-598A-C	BICSI Telecommunications Distribution
ANSI/TIE/AIA-455	Methods Manual.
ANSI/TIE/AIA-604	IEEE Standards.
ANSI/TIE/AIA-526	Federal Communications Commission.
ANSI/ICEA S-80-576	RUS Standards (formerly REA).
ANSI/ICEA S-83-596	Customer Environmental Health and
ANSI/ICEA S-83-640	Safety Standards.
	Americans with Disabilities Act (ADA).
	Local State Uniform Fire Prevention and
	Building Code.
	Local State Department of Labor Rules
	and Regulations.
	Local State Department of Health.

7. CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Contractor shall have a minimum of five (5) years' experience in the installation and maintenance of the Identiv (Hirsch) Velocity Access Control System software and hardware and Genetec Security Center software.
- B. Contractor's prior experience shall be in the similar size and scope to the Airport requirement as stated in this scope of work.
- C. Contractors shall have current certifications and be in good standings with Identiv (Hirsch), and Genetec.

8. SCOPE OF SERVICES

A. General

- 1) For all Airport Security System software components and integrations, the Contractor shall provide:
 - Maintenance
 - Support
 - Installation
 - Repairs
 - Licensing
- 2) Contractor support shall include preventative and corrective maintenance, performance monitoring, on-site factory certified instructor led training, renewal of

- software maintenance agreements and software licenses, database maintenance, troubleshooting, and moves, additions, and changes for the Airport requested work and work performed by the Airport construction contractors.
- 3) Contractor shall assume responsibility for all existing software maintenance agreements and licenses related to the security system components.
 - 4) Contractor shall assume responsibility for support, maintenance and trouble shoot of all new component and software after the installer warranty period has expired.
 - 5) Contractor shall maintain valid software maintenance agreement(s) necessary to support all software components of the Security System Platform as listed in Section 3, Current Environment.
 - 6) True up and reconciliation shall be performed on an annual basis.
 - 7) Contractor shall provide and maintain an Incident Tracking application.
 - 8) Contractor shall be responsible for ensuring that all work area(s) are cleaned after the completion of their work. All empty boxes, extra equipment, unused cabling, cabling scraps, and trash shall be removed from the respective work area and properly disposed of or recycled when possible.
 - 9) On as needed basis, Contractor shall participate in various Airport work groups to actively support the City's processes for improving the quality of services.
 - 10) Contractor shall work directly with the Airport Project Manager (APM) in utilize the Airport's work order system, escalation procedures, task assignments, and/or change requests.

B. Preventative Maintenance and Performance Monitoring

- 1) Contractor shall perform preventative maintenance in accordance with the manufacturer's specifications and established Airport SLA (Section 14, Service Level Agreement).
- 2) All preventative maintenance shall be performed with no service disruption to the Airport operations.
- 3) All preventative maintenance performed shall follow established Information Systems Change Control Processes as outlined in Section D: Software Updates and Change Control
- 4) Preventative maintenance and performance monitoring events shall be scheduled with the APM or designated representative at least ten (10) business days in advanced. The Airport has the right to cancel a scheduled event due to the Airport business needs.
- 5) Contractor shall submit monthly preventative maintenance and performance report as outlined in Section 11, Records and Reporting.
- 6) Routine preventative maintenance tasks shall include the following:
 - a. Perform preventative maintenance SQL tasks based on Microsoft best practices.
 - b. Test Redundancy and Failover performance to ensure no service disruption.
 - c. Check Identiv (Velocity)/Genetec logs for error messages; troubleshoot and repair as required.
 - d. Archive Alarm/Event Logs
 - e. Remove physical and logical fragmentation from indexes
 - f. Remove extra space from data and log files
 - g. Troubleshoot (when necessary) customized Identiv Velocity reports

C. Corrective Maintenance

- 1) Corrective maintenance is defined as work required to repair equipment or software if there is an outage and if any outage involved is caused by an internal failure.
 - a. The Contractor shall be responsible for all corrective maintenance of the security system software, interfaces, and integration points.
 - b. The Contractor shall be responsible for all corrective maintenance of hardware including replacing/repairing damaged or non-functioning components when necessary.
- 2) If repairs/replacement components/parts of hardware are needed, a quote shall be submitted and approved by the APM prior to order place and work begin.
- 3) Contractor shall submit monthly reports of all corrective maintenance performed outlined in Section 11, Records and Reporting.

D. Software Updates and Change Control

- 1) No software updates, patches or bug fixes shall be performed without prior written approval of the APM.
- 2) Software updates, patches or bug fixes, specific to the Airport, shall be provided, tested and installed at no additional costs.
- 3) All changes to the Security System shall be coordinated through the Contractor's designated on-site technician. Changes to the production environment shall occur during off hours, except for Emergency Changes.
- 4) The on-site technician shall be on site to supervise any changes to the Airport Security System.
- 5) The Airport will approve Contractor's System Change Request form (SCR) prior to implementation. At minimum, SCR shall include the following information:
 - a. **Description** - A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.
 - b. **Scope**
 - a) **Small** – change affects one module and few settings (all are listed)
 - b) **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
 - c) **Large** – change affects many modules and settings (all are listed)
 - c. **Source** - The name of the organization(s) instigating the change
 - d. **Urgency**
 - a) **Routine** – part of normal, day-to-day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
 - b) **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
 - c) **Emergency** – required to resolve a significant problem or system outage as determined by the Airport. Cannot be postponed without risk of complete system failure or sever operational disruption.
 - e. **Testing** - A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts
 - f. **Training** - Any training required by the users of the impacted systems or modules
 - g. **Implementation** - The steps required to implement the change
 - h. **Back Out Procedures**- The steps required to remove the change if required, and restore the systems to their previous working state.
 - i. **QA Validation Checklist** – The steps required to validate that all prior operations, including standard and customized, remain fully functional post change.

- 6) The Contractor shall submit SCR to the APM for all production environment changes no less than 10 business days prior to the date of change.
 - a. Emergency changes can be communicated verbally or an abbreviated SCR submitted in writing prior to implementing the emergency change and the completed SCR shall be submitted within 48 hours of the change.

E. Single Point of Contact/Account Manager (SPOC)

- 1) The Contractor shall provide a designated Single Point of Contact/Account Manager (SPOC) that shall be responsible for the coordination of all service and support for the Airport Security System.
- 2) The SPOC shall be skilled, knowledgeable, and experienced in providing the types of services listed in this specification.
- 3) The SPOC shall have the authority to dispatch for emergency services and shall have full decision-making authority under this contract.
- 4) The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager and cell phone number for the SPOC.

F. On-site Technician Requirements

- 1) General Requirements:
 - a. The Contractor shall provide a dedicated, 40 hours per week on-site technician to provide technical assistance, troubleshooting, program updates, MACs, and general support.
 - b. The on-site technician shall utilize the Airport work order system to track all work performed including to close out work orders.
 - c. The on-site technician shall report illness to the designated APM within one (1) hour before scheduled shift begin time.
 - d. The on-site technician shall submit planned absences to APM 5 (five) business days prior to the requested leave date.
 - e. If the dedicated on-site technician will be unavailable for ten business days or more, the Contractor shall provide an alternate on-site technician if requested by the APM.
 - f. The on-site technician shall perform the following services:
 - a) Assist the Airport staff in resolving issues with both ACS and VMS associated hardware and software that supports the Airport's Security System and Security Program.
 - b) Install, provision, and troubleshoot as directed by the APM.
 - c) Perform Moves, Adds, and Changes (MACs) pertaining to the Airport Security System.
 - d) New Installations including, required cabling and hardware installations in various quantities and locations.
 - (1) All installations shall include all components and appurtenances to provide complete end-to-end connectivity necessary for a fully functional System.
 - (2) All new installations must be performed by a certified technician
 - e) Troubleshoot and testing of hardware and software.
 - f) Preventative maintenance (as defined in Section 14. Service Level Agreement Scope of Work)
 - g) Corrective maintenance (as defined in Section 14. Service Level Agreement Scope of Work)

2) Required Qualifications and Experience

- a. The on-site technician and all technician(s) assigned to work at the Airport shall:
 - be certified by Identiv (Hirsch), and Genetec on the exact or higher versions of software in use at the Airport. Certifications shall be current and in good standing.
 - have a minimum of three (3) years of experience in team leadership and supervision of security system installation on similar systems of comparable size.
 - have a minimum 5 years work experience with Identiv (Hirsch) and Genetec
- b. On-site Technician and all Technician (s) assigned to work at the Airport shall have skills necessary to assist the Airport in the following tasks:
 - Hirsch Access Control Administration
 - Genetec Security Desk Administration
 - Intellikey Administration
 - BriefCam Administration
 - Easy Lobby SVM Administration
 - KABA Exit Lane Administration

3) Additional Resource Availability Requirements:

- a. Contractor shall provide unlimited 24/7 telephone support from the Contractors service desk.
- b. Contractor shall provide, or make available, technical experts to assist with operational questions, troubleshooting, training and general how-to questions, as required by the City.
- c. Contractor shall provide additional support hours as need on-call basis per Section 14, Service Level Agreement below.

4) Roles and Responsibilities:

- a. The primary contact for the dedicated on-site technician is the APM, or designated representative.
- b. The Airport reserves the right to review and approve all on-site technicians, equipment, and other support personnel.
- c. The Airport reserves the right to modify and/or terminate the dedicated on-site technician requirement and request all service and maintenance on an as needed on-call basis at any time. The Airport will provide the Contractor a minimum 60 days' notice prior to modification or termination of the dedicated on-site provision

G. On-site Training

On an annual basis, Contractor shall provide an on-site factory certified instructor led training for the following:

- 1) Certified Identiv Authorized instructor-led training for Velocity Dealer Course and Velocity Installation course based on approved Identiv Electronic user training curriculum and requirements.
- 2) Certified Genetec Authorized instructor for Genetec Administrator Training course based on approved Genetec user training curriculum and requirements
- 3) Other Airport Security related training required to support the Airport Security System environment.

H. Future Projects and Installations

- 1) Over the term of this contract, it is anticipated that additions and changes to the security system will occur because of various construction projects and by request of the Airport. Some of the potential projects that may impact the Security System may include, but are not limited to, the following:
 - Terminal expansion and improvements
 - Airline operational CCTV enhancements
 - Parking Garage and Administration Building
 - Maintenance Complex
- 2) Contractor shall perform MACs pertaining to the Security System. The Airport reserves the right to award contracts for new installations to other qualified contractors.
 - a. All MAC work shall be performed during normal business working hours unless otherwise approved by the APM. Any other circumstances that may require additional after-hours work shall be approved by the APM prior to any work being performed.
 - b. ALL MAC work shall include all equipment, systems, software and appurtenances necessary for a fully functional Airport Security System.
 - c. The Contractor shall supply all cabling, jumpers, patch cords, connectors, adapters, and terminators, necessary to interconnect all Security System equipment including equipment located in the telecommunications closets.
 - d. All ACS cable, wiring etc., shall be in conduit to the device or until it enters a Telecommunications Room or Telecommunications Closet.
 - e. The contractor shall be responsible for the integrity of all fire ratings for all telecommunications pathways, spaces, and systems that are affected by the work performed by the contractor.
 - f. Troubleshooting and testing shall be performed to ensure system components are fully operational.
 - g. When work is complete, the contractor shall perform all close out procedures using the Airport work order/trouble ticket system in accordance with the Airport procedures.

9. SERVICE HOURS

Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday. However, the Airport is a twenty-four (24) hour, seven (7) day-a-week operation and technician(s) may be required to perform work during non-normal business hours to support the airport's needs.

The on-site technician shall be available from 8:00 am – 5:00 pm, Monday through Friday, with one-hour lunch break, or as determined by Airport business needs. The on-site technician will observe City of Austin Holiday Schedule to be provided at the beginning of each calendar year.

Maintenance and service calls shall be responded to in the following manner:

A. During normal business hours:

- 1) The APM will assign a work order to the on-site technician.
- 2) On-site technician shall identify the cause of the problem(s) and resolve the problem according to stated response and resolution times as outlined in the SLA (Section 14 below).
- 3) As required, the Contractor shall dispatch additional on-call technician(s) to the site to assist with resolution of the problem. The technician(s) shall have all reasonable replacement parts immediately available as required.
- 4) The Contractor shall bring the system or component back to full operation within stated resolution times as outlined in the SLA (Section 14 below). This effort may include the

express shipment of any parts or additional technical support from the system manufacturer as approved by the APM.

B. During non-normal business hours:

- 1) The APM will assign a work order to the Contractor's Call Center/Service Desk.
- 2) The Contractor's on call technician shall identify the cause of the problem(s) and resolve the problem according to stated response and resolution times as outlined in the SLA (Section 14 below).
- 3) As required the Contractor shall dispatch on-call technician(s) to the site to assist with resolution of the problem. The technician(s) shall have all reasonable replacement parts immediately available.
- 4) The Contractor shall bring the system or component back to full operation within stated resolution times as outlined in the SLA. This effort may include the express shipment of any parts or additional technical support from the system manufacturer as approved by the DOA Project Manager.

10. TELEPHONE AND/OR E-MAIL SUPPORT RESPONSE

- A. Contractor shall provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- B. Contractor shall provide a toll-free telephone number accessible 24/7.
- C. Support calls shall be submitted, and prioritized, utilizing the severity definitions as defined in the SLA
- D. Support calls shall comply with the response and resolution times as defined in the SLA (Section 14, Service Level Agreement)

11. RECORDS AND REPORTING

- A. The Contractor shall be required to submit a monthly maintenance report. This report shall outline all service problems from the previous month, as applicable. It shall describe the service problem, the technician who performed the service call and the steps and time frames required to clear the trouble.
- B. Contractor shall submit quarterly maintenance and performance summary report. Reports shall include a summary of all preventative and corrective maintenance completed during the reporting quarter, tasks and plans outlined for the upcoming quarter, financial status for the contract, identified risks and/or outstanding problems, and outstanding or pending action items. Contractor shall deliver quarterly reports for the prior quarter no later than the 15th day of the first month of the subsequent quarter. The reports shall be submitted via an electronic document. The document format shall be approved by the APM.
- C. Contractor shall provide documentation of all MACs upon completion of each work order.

12. TOOLS AND EQUIPMENT

- A. The Contractor shall provide technicians with all vehicles, tools, equipment, and supplies necessary to perform their job responsibilities. A vehicle shall be provided to allow the on-site Technician to access the Airport campus.
- B. The Airport will provide the on-site technician with a work area and a workstation connected to the Airport network. The Technician shall be required to comply with all City of Austin acceptable use policies concerning the Airport network.

13. SECURITY AND CONFIDENTIALITY

- A. The Contractor's personnel to include on-site technician shall be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program Section 4- Personnel Identification and shall control the document in accordance with 49 CFR 1541.7. (Exhibit A, Airport Security Requirement)
- B. All Contractor's personnel assigned to support this contract shall be required to sign and accept terms as stated on the Airport Non-Disclosure Agreement (NDA). The Contractor shall be responsible in obtaining and returning all assigned Contractor personnel NDAs to the APM. **Failure to sign or abide by the NDA shall be grounds for contract cancellation.**
- C. All Contractor's personnel assigned to support this contract shall meet all local and national security requirements, comply with all laws and regulations that are otherwise legally required to work at the airport, and can obtain a SIDA badge at the Airport, see Exhibit A, Airport Security Requirements.

14. SERVICE LEVEL AGREEMENT

A. Definitions:

- 1. Availability - The readiness for use as set forth in this SLA, of the LAN and Security System Platform.
- 2. Change Management - The process by which changes are reviewed and approved for implementation to the Security System platform or other parts of the environment, such as the LAN.
- 3. External Service Provider - Any Non-Aviation Information Systems team member.
- 4. Fault - Any condition which prevents the availability or the functionality of the LAN and/or Security Platform.
- 5. Local Area Network (LAN) - The cable and switch gear placed around the operational location by the Aviation Department.
- 6. Operational Hours - The time that the Security Platform will be functioning, to include the Security Service and LAN. Operational hours exclude scheduled maintenance events.
- 7. Outage - The time during which there is a lack of LAN and/or Security Platform functionality or availability.
- 8. Planned Changes - Changes to the LAN and/or Security Platform that are scheduled in advance.
- 9. Preferential Equipment - Security equipment that is typically dedicated for use by a specific airline at any given (or specified) time.
- 10. Preventative Maintenance - The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or Security Platform to maximize reliability and availability.
- 11. Platform - Comprises common hardware, software, and networking infrastructure required to run Security Applications.
- 12. Platform Provider - The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, or third-party company.
- 13. Platform Supplier - The entity that provides any component of the Platform.
- 14. Resolution Time - The total time taken to complete an incident/problem starting from the time the incident is logged until the service is restored or the problem has been resolved.
- 15. Service Provider - Any service provided by the Aviation Department or third-party entity contracted by Aviation Department to provide services covered under this SLA.

16. Security Platform - (1) Security Hardware including, but not limited to, servers, workstations, printers, network equipment, controls and field devices; and (2) Security Software, including, but not limited to server and workstation operation systems and databases.
17. System Changes - Modifications to existing LAN and/or Security Platform. Implementation of a system change may or may not involve an outage.
18. Unplanned Changes - LAN and/or Security Platform changes that need to be made immediately to resolve an Outage.
19. User - Any person accessing or utilizing the Security Platform.

B. Scope of Agreement

This Service Level Agreement (SLA) is between the City of Austin Aviation Department and Contractor. This SLA is intended to define the service levels and response times Aviation Department can expect.

The scope of this SLA includes the minimum levels of service that the Contractor shall provide to the Airport as described in this SLA. The scope of this SLA shall not conflict with the terms of any underlying written agreements between the Contractor and The City.

C. Service Levels

- 1) Hours of Operation
 - a. Operational hours of the Security System will be 24 hours a day, 7 days a week, 365 days a year, excluding schedule maintenance events.
 - b. Normal work business hours are 8:00 am to 5:00 pm, Monday through Friday
- 2) Availability
 - a. Security System will operate at a mean average availability of 99.999% of operational hours, excluding schedule maintenance events.
 - b. Planned outages are considered non-operational and would not count against availability percentage.
- 3) **General Service level and credits**
 If Contractor fails to meet the target monthly incident response time and/or Security System Resolution Time, the City shall be entitled to Service Credits. Service Credits are awarded as days of Service Offering added to the end of the monthly service at no charge to the City.

Incident Respond Time	Service Credit in Days
Less than 90%	3
Less than 85%	5
Less than 80%	7

Security System Resolution Time	Service Credit in Days
Less than 90%	3
Less than 85%	5
Less than 80%	7

4) Incident Response Times

Contractor will meet or exceed a **target of 90% on a monthly basis**, when responding to all incidents within targeted response times.

Priority	Description	Response Time – Business Hours	Response Time – After Hours
Critical (4)	Emergency...system(s) down. Large scale services are deemed inoperable. Imminent threat to public safety, or especially significant regulatory violation. On Call Technician should report immediately, even after hours.	15 minutes or less	15 minutes or less
Urgent (4)	Public service interruption, System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Potential regulatory violations, time-sensitive.	15 minutes or less	15 minutes or less
High (3)	System(s) are responding; however, there are technical issues which are affecting the system in a negative manner. Problem is intermitted and not affecting business operations.	30 minutes or less	30 minutes or less
Routine (2)	<u>Asset repair, non-critical maintenance.</u> Always planned and scheduled in advance.	30 minutes or less	30 minutes or less

5) Security System Resolution Times

Contractor will meet or exceed SLA target when resolving all Security System incidents within the targeted resolution times, provided the repair can be completed immediately, the necessary equipment (hardware) is available for the repair or the servers/ workstations/network equipment (hardware) that the security system software resides on, is functional. Resolution time is the time from when a reasonable repair can begin, to the time when the service impacted can be restored.

Priority	Description	Resolution Time – Business Hours	Resolution Time – After Hours
Critical (4)	Emergency...system(s) down. Large scale services are deemed inoperable. Imminent threat to public safety, or especially significant regulatory violation. On Call Technician should report immediately, even after hours.	1 hour or less	2 hours or less
Urgent (4)	Public service interruption, System(s) are responding, but in a degraded state. The issue is causing significant impact	1 hour or less	2 hours or less

	to the business operations at a large scale. Potential regulatory violations, time-sensitive.		
High (3)	System(s) are responding; however, there are technical issues which are affecting the system in a negative manner. Problem is intermittent and not affecting business operations.	8 hours or less	12 hours or less
Routine (2)	<u>Asset repair, non-critical maintenance.</u> Normally planned and scheduled in advance.	2 days or less	N/A

- 6) **Requesting Service Credits.** The City will submit the claim to the Contractor SPOC. The City will include all information necessary including but not limited to:
- Detailed description of the incident
 - Information regarding date, time, and duration of the incident

D. Reporting Faults

The Contractor shall report system faults and incidents to the APM. All faults and incidents shall be assigned a priority and shall be managed until a resolution is implemented. At times, a temporary workaround may be implemented and documented until a permanent solution is identified.

E. Support

The Contractor shall respond to faults and incidents according to the assigned severity level within the respective timeframe listed in the section Systems Response Times. If a solution is not immediately available, the Contractor shall escalate the issue according to the assigned severity level while still adhering to the time constraints outlined in the section System Resolution Times.

F. Incident Management and Reporting

- 1) Contractor shall ensure that all Security System incidents are captured and entered into the Contractor's Incident Tracking application.
- 2) Contractor shall ensure that the on-site technician has full access, and is knowledgeable in the operations of the Contractor's Incident Tracking application.
- 3) Contractor shall submit incident reports to the APM.

G. Preventative Maintenance

- 1) The Contractor shall ensure that preventative maintenance is performed to deliver Security System Platform Availability Of 99.999% During Operational Hours.
- 2) The Contractor shall ensure Preventative Maintenance is only performed on the Security System Platform at non-peak hours, and in such a way that it will not affect the Service Levels or disrupt Airport operations.
- 3) The Contractor shall proactively alert APM to necessary preventative maintenance and routines for the Security System Platform.

H. Management

- 1) The Contractor shall ensure that a change management process is followed when performing software changes to the Security System production environment. This includes applying software upgrades and hot fixes.

- 2) The SPOC shall ensure a detailed change control plan is followed on any hardware and software changes to the Security System production environment. This shall include a pre and post plan set of events, including a roll back plan.
- 3) The Contractor shall provide a minimum of 10 business days' notice to APM prior to scheduled non-emergency changes to the Security System Platform.
- 4) The Contractor shall test changes in the Security System test environment(s), including full QA testing, as required prior to deploying changes to the production Security System environment.
- 5) The Contractor shall work with the Airport post deployment of changes to the production Security System environments, to ensure all services are fully operational prior to closing the change request.

I. Contractor's Responsibilities

- 1) The Contractor shall carry out Security System Platform preventative maintenance to ensure a working environment that meets Service Levels defined herein.
- 2) The Contractor shall provide a means of escalation, which is acceptable to the Airport where an outage exceeds or is likely to exceed the period in the Service Level defined.
- 3) The Contractor shall maintain valid third-party software maintenance agreement(s) necessary to support all third-party software components of Security System environment.
- 4) The Contractor shall ensure that planned changes, which require a system outage, are agreed upon by APM and Airport Security Manager and are performed on agreed dates/times to minimize impact on airport operations.
- 5) The Contractor shall abide with the Airport on a timetable of planned changes.

J. Management of This SLA

Following initial formal approval by the parties, in accordance with their respective required internal processes, this SLA will be reviewed if the Airport's business or operational requirements change.

K. Assumptions

Contractor and their agents shall adhere to their respective responsibilities as defined in this SLA.

L. Resolution of Conflict

Contractor and Aviation Department will endeavor to work amicably to resolve issues and/or conflicts. If a system issue or other conflict exists—however caused—parties will meet (either in person or via conference call) at their earliest opportunity to resolve the matter. The purpose of this meeting would be to ensure that all parties clearly understand both the nature and substance of the issue at hand, as well as the related operational impact. This group will establish a timeline for anticipated issue resolution. Information related to the on-going resolution effort will be shared with all parties in a timely manner, including any items necessitating alteration to the established resolution timeline.

Should the matter not be resolved in accordance with the established timeline, and/or if the above-referenced parties do not agree as to a timeline for resolution, the method of resolution or the need for resolution, the matter will be escalated within each respective organization.

M. Other

This SLA is made under and will be governed by the laws of the State of Texas. All disputes arising under this SLA, which cannot be administratively resolved, will be determined according to the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any such dispute, either administrative or judicial, will be proper and lie exclusively in Travis County, Texas.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

1. PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on six (6) separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0800 Non-Discrimination and Non-Retaliation Certification
- D. Section 0815 Living Wages Contractor Certification
- E. Section 0835 Non-Resident Bidder Provisions Form
- F. Section 0840 Service-Disabled Veteran Business Enterprise
- G. Section 0900 – 0905 Subcontracting/Sub-Consulting Utilization Form/Plan
- H. **ATTACHMENT A PURCHASING EXCEPTIONS FORM**: Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Purchasing Exceptions Form** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the Solicitation.

TAB 2 – AUTHORIZED NEGOTIATOR: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

TAB 3 – COVER LETTER: On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.

TAB 4 - BUSINESS ORGANIZATION: Proposer should include the following:

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

2. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.
3. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
4. Has your firm ever failed to complete any work awarded to you? If so, where and why?
5. Has your firm ever been terminated from a contract? If so, where and why?
6. Has your business ever done business using another corporation/company name?

TAB 5 – PRIOR EXPERIENCE & REFERENCES (Section 0500 Statement of Work, item 8, Scope of Service):

1. General Information:
 - a. Provide a written narrative of Proposer and subcontractors' experience in airport security system access control and video management system maintenance and support.
 - b. Describe your firm qualifications in meeting and/or exceeding minimum qualifications as described in Section 0500, Statement of Work. Provide evidence of experience with these projects of similar size, scope, and complexity.
 - c. Additionally, provide the names, addresses, and telephone numbers of at least three (3) Airports for which Proposer has performed similar services.
2. Provide a minimum of three (3) Airport customer references in which your firm provided services of the similar size and scope as listed in Section 0500, Statement of Work. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance

References must include the following information:

- Name of Airport
- Contact name
- Contact address
- Contact telephone number
- Contact e-mail
- Contract Amount Awarded
- Contract Year Awarded
- Specific scope of services provided

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

3. PERSONEL:

- a. Single Point of Contact (Contract Manager): Identify personnel to be assigned as Project Manager/Account Manager for this project. The assigned on-site technician shall have a minimum of three (3) years of experience in a similar position with comparable responsibilities, size and scope and five (5) years' work experience with Identiv (Hirsch) and Genetec (**Section 0500, item 8.E**).
- b. On-site Technician: Identify personnel to be assigned as on-site technician for this project. The assigned on-site technician shall have a minimum of three (3) years of experience in a similar position with comparable responsibilities, size and scope and five (5) years' work experience with Identiv (Hirsch) and Genetec (**Section 0500, item 8.F**).

Provide resume and current certification documents for assigned on site Technician.

TAB 6 – CONCEPTS AND SOLUTIONS

1. CHANGE MANAGEMENT PROCESS:

Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide details of how your organization will meet or exceed the requirements, include an explanation of why **any exceptions were taken**. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

- a. Provide detail procedure of your firm Change Management procedure.
- b. Provide sample of System Change Request Form (SCR)

At minimum, the SCR shall include the following information:

1. **Description** - A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.
2. **Scope**
 - a) **Small** – change affects one module and few settings (all are listed)
 - b) **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
 - c) **Large** – change affects many modules and settings (all are listed)
3. **Source** - The name of the organization(s) instigating the change
4. **Urgency**
 - a) **Routine** – part of normal, day-to-day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
 - b) **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

- c) **Emergency** – required to resolve a significant problem or system outage as determined by the Airport. Cannot be postponed without risk of complete system failure or sever operational disruption.
- 5. **Testing** - A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts
- 6. **Training** - Any training required by the users of the impacted systems or modules
- 7. **Implementation** - The steps required to implement the change
- 8. **Back Out Procedures**- The steps required to remove the change if required, and restore the systems to their previous working state.
- 9. **QA Validation Checklist** – The steps required to validate that all prior operations, including standard and customized, remain fully functional post change.

2. ESCALATION STRUCTURE/PLAN:

Provide an escalation process to include list of upper management names, job titles, email address, and telephone numbers to be contacted in the event the identified issued cannot be resolved by the on-site Technician.

Tab 7 – ATTACHMENT B - PRICE PROPOSAL FORM:

Submission of a proposal implies that the Contractor has examined the RFP documents and Addenda (as applicable), the site of the proposed Work and is familiar with all the conditions surrounding the Scope of Work. The Price Proposal shall include all labor, permits, material, machinery, tools, supplies and equipment, and all work required in accordance with the RFP Contract documents. Except as specifically noted, all pricing in the Price Proposals must account for all costs to provide and pay for all:

- Materials
- Labor
- Excavation, demolition, construction, installation, testing, commissioning, equipment, tools, and machinery
- Other facilities and services necessary to the proper execution and completion of the Work
Secure and pay for:
 - Permits
 - Licenses
 - Taxes
 - Fees
 - Testing

Proposer shall submit the completed price proposal spreadsheet provided in the **Attachment B – Price Proposal Form.**

- 2. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

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/100120>

No amounts more than the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares more than 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.

2. **SUPPLEMENTAL TERMS**

1. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
2. **Service-Disabled Veteran Business Enterprise ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.
3. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (**180**) calendar days after the RFP closing date unless a longer acceptance period is offered in the proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

4. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **EVALUATION FACTORS AND AWARD**
 - A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
 1. **Evaluation Factors (Maximum 100 points):**
 - 2.1 **Prior Experience & References – 50 Points**
 - Demonstrated applicable experience (15)
 - Evidence of Good Organization and Management Practices (15)
 - References, Personnel Qualifications, On-site Technician Evidence of experience with similar projects of similar size, scope and complexity (25)
 - 2.2 **Concepts and Solutions – 17 Points**
 - Change Management Process
 - Escalation Structure/Plan
 - 2.3 **Service-Disable Veterans Business Enterprise Preference - 3 Points**
 - 2.4 **Total Price Proposed (Attachment B – Price Proposal) – 20 points**

Proposer with lowest price to the City will be given maximum number of points, remainder given on a percentage ratio basis
 - 2.5 **Local Business Presence - 10 points**

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5600 PAX0144**

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

3. Interview/clarifications - Optional

Interviews/clarifications session may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and price after submission and to rescore based on interviews

EXHIBIT A

Airport Security Requirements

PART 1 – GENERAL

SUMMARY

A. Access to any security or emergency documents must be approved by the Security Manager. Due to the ever changing environment of Airport security, requirements may change at any time. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

1.3 RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals will submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division will approve access into DOA telecommunication rooms. The DOA Building Maintenance Division will approve access into electrical and/or maintenance rooms. A DOA employee will accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures will be followed for approved parking:

The Vendor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.

The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances will the Vendor's vehicle operator leave the vehicle prior to security inspection.

1.4 SECURITY CLEARANCE PROCEDURES

Vendor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures will be followed to obtain security clearance:

Contract applicant will complete, sign the Personal Information Form, and present two forms of identification.

Contract applicant will read and sign the Criminal History Records Check/Disqualifying Criminal Offenses statement/form.

Vendor will submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers will provide governmental proof of work authorization and an Aviation Department Documentation Verification Form reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.

**City of Austin - Aviation Department
Non-Disclosure Agreement**

This Agreement is entered into this ____ day of _____ by and between _____ with offices at _____ (hereinafter "Recipient") and The City of Austin, by and through the Executive Director of the Department of Aviation, with offices at 3600 Presidential Boulevard, Austin, Texas 78719 (hereinafter "COA-DOA").

WHEREAS COA-DOA possesses certain ideas and information relating that is confidential and proprietary to COA-DOA (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose _____;

NOW THEREFORE, in consideration for the mutual undertakings of the COA-DOA and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. COA-DOA agrees to identify and disclose Confidential Information to the Recipient; the Recipient agrees to receive the Confidential Information.
2. Confidentiality.
 - a. No Use. The Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
 - b. No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees having a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.
 - c. Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:
 - a. was known to the Recipient's prior to receiving any of the Confidential Information from COA-DOA;
 - b. has become publicly known through no wrongful act of the Recipient;
 - c. was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - d. was independently developed by the Recipient without use of the Confidential Information; or
 - e. was ordered to be publicly released by the requirement of a government agency ("Order") provided that (i) Recipient shall immediately notify COA-DOA of such Order; and (ii) unless Recipient would be subject to sanctions from a court or other

governmental entity, Recipient shall not produce or disclose Confidential Information in response to the Order unless COA-DOA has: (a) requested protection from the government agency issuing the Order ("Protection") and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Order, or (c) takes no action to protect its interest in the Confidential Information within 10 business days after receipt of notice from Recipient of its obligation to disclose Confidential Information in response to the Order. Recipient shall cooperate with any efforts by COA-DOA to seek Protection and shall take all reasonable and lawful actions permitted under applicable law to avoid and/or minimize the extent of any disclosure of Confidential Information.

4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of COA-DOA, and that COA-DOA may use such Confidential Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to the Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Term and Termination. The obligations of this Agreement shall be continuing until the submission of the proposal at which point all data provided by the COA-DOA must be returned.
6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) COA-DOA, its successors, and assigns; and (b) the Recipient, its successors, and assigns.
7. CITY REPRESENTS THAT IT HAS THE RIGHT TO DISCLOSE CONFIDENTIAL INFORMATION, PROVIDED THAT ITS CONFIDENTIALITY IS PROTECTED BY RECIPIENT HEREUNDER. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Recipient acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, COA-DOA is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
9. This Agreement does not create an agency or partnership relationship. This Agreement will not be assignable or transferable by Recipient without the prior written consent of COA-DOA.
10. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications pertaining to such subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver

thereof or any other provision.

12. This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. The exclusive venue for any dispute shall be in Travis County, Texas.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

RECIPIENT (_____)

Signed: _____

Print Name: _____

Title: _____

Date: _____

CITY OF AUSTIN (COA-DOA)
DEPARTMENT OF AVIATION

Signed: _____

Print Name: _____

Title: _____

Date: _____

Aviation Department System Overview

Access Control

- Identiv Velocity 3.6 Service Pack 2
- 91 Control Panels (Current)
- 555 Card Readers (Current)
- Full Redundancy & High Availability
- Integrated with VMS

Video Management System

- Genetec Security Desk 5.2 SR8
- 713 Cameras (Current)
- 14 Archivers (Current)
- 90 days of storage required for each camera
- Integrated with ACS

Visitor Management System

- Easy Lobby SVM 10.2.0
- Integrated with ACS, TSA No Fly

Airline CCTV Video Management System

- Genetec Security Desk 5.5 SR5
- 33 Cameras
- 2 Archivers

Briefcam

- 540 Camera Licenses
- Integrated with VMS

Terminal Expansion and Improvements projects underway will add approximately:

- 521 new cameras
- 94 new access control doors

**City of Austin, Texas
Section 0800**

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this March day of 29, 2018

CONTRACTOR

Authorized
Signature

Title

CONVERGENT TECHNOLOGIES

KENIA POPETON



VICE PRESIDENT

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Leonard Hernandez	Convergint Technologies	Prime	\$31.90	Project Specialist

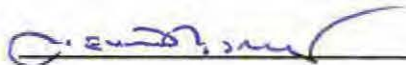
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Convergint Technologies, LLC

Signature of Officer
or Authorized
Representative:



Date: 3/29/2018

Printed Name: Kevin Popejoy

Title: Vice President

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: RFP 5600 PAX0144

SOLICITATION TITLE: Airport Security Access Control and Video management System Maintenance and Support

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

Instructions:

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

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

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

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

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

Offeror Information			
Company Name	Convergent Technologies		
City Vendor ID Code			
Physical Address	10535 Boyer Blvd, Suite 300		
City, State Zip	Austin, TX 78758		
Phone Number	(512) 351-4042	Email Address	jason.jacobs@convergent.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Kevin Popejoy



3/29/2018

Name and Title of Authorized Representative (Print or Type)

Signature/ Date

HIRSCH ELECTRONICS

This certifies that

Leonard Hernandez

has successfully completed the training course

Velocity and DIGI*TRAC Certification

during the period of May 2nd - 6th, 2011

at the Hirsch Electronics Learning Center



Mary Jo Pelton
Instructor

Certificate of Completion

This certifies that
Leonard Hernandez

From Convergent Technologies
Has Completed The Required Course Of Training For
Velocity Installation

And Is Awarded This Certificate By
Hirsch Identive Learning Center

This 6th Day of July 2012



A handwritten signature in cursive script, reading "L. Scott Challenor", written over a horizontal line.

Instructor

HIRSCH ELECTRONICS

This certifies that

Leonard Hernandez

has successfully completed the training course

Velocity and DIGI*TRAC Certification

during the period of May 2nd - 6th, 2011

at the Hirsch Electronics Learning Center



Mary Jo Pelton
Instructor



This certificate is hereby presented to:

Leonard Hernandez

to certify the completion of:

Security Center - Omnicast Technical Certification
SC-OTC-001-5.5

Valid until: October 31, 2018

Certification Number: 400621

April 30, 2017

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.

CERTIFICATE OF COMPLETION

Leonard Hernandez

CONVERGINT TECHNOLOGIES

For successfully completing training and certification in BriefCam solutions



PRESENTED BY:

Mike DeBrino

ON THIS DAY:

March 26, 2018

BriefCam

HID

EXCELLENCE

CERTIFICATE of Completion

This Certifies That

Leonard Hernandez

having successfully completed the following course:

EasyLobby SVM Technical Training

Genuine HID Academy

Date Completed: Wednesday, March 28, 2018

Course Duration: 1 Hours 0 Min



This certificate is hereby presented to:

John Barrows

to certify the completion of:

Security Center - Enterprise Technical Certification
SC-ETC-001-5.6

Valid until: June 30, 2019

Certification Number: 401645

December 01, 2017

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.



This certificate is hereby presented to:

John Barrows

to certify the completion of:

Security Center Integration with KiwiVision Analytics
SC-KV-001-5.7

Valid until: July 31, 2019

Certification Number: 401645

January 31, 2018

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.



This certificate is hereby presented to:

John Barrows

to certify the completion of:
Security Center - Omnicast Technical Certification
SC-OTC-001-5.4

Valid until: March 31, 2018
Certification Number: 401645
September 30, 2016

Pierre Racz, President

Genetec



This certificate is hereby presented to:

John Barrows

to certify the completion of:
Security Center - Synergis Technical Certification
SC-STC-001-5.4

Valid until: March 31, 2018
Certification Number: 401645
September 30, 2016

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.

Genetec

CERTIFICATE OF COMPLETION

John Barrows

CONVERGINT TECHNOLOGIES

For successfully completing training and certification in BriefCam solutions



PRESENTED BY:

Mike DeBrino

ON THIS DAY:

March 26, 2018

BriefCam



CERTIFICATE of Completion

This Certifies That

John Barrows

Having Successfully Completed the following course

EasyLocker NVR Technical Training

Genuine HID Academy

Date Completed: Tuesday March 27, 2018

Course Duration: 1 Hours 0 Min

CERTIFICATE OF COMPLETION

This certifies that
Justin Garzonie

From **Convergint Technologies**
Has Completed the Required Course of Training for
Hardware, Velocity Operator and Administrator
And Is Awarded This Certificate By
Hirsch Identive Learning Center



MARY JO
Grothman-Pelton

Digitally signed by MARY JO Grothman-Pelton
DN: c=US, o=TSA, ou=TWIC, cn=MARY JO
Grothman-Pelton
Date: 2014.03.31 13:43:16 -07'00'

Instructor - Rick Stephens

March 2013

Date



This certificate is hereby presented to:

Justin Garzonie

to certify the completion of:
Security Center - Synergis Technical Certification
SC-STC-001-5.6

Valid until: March 31, 2019
Certification Number: 816194
September 30, 2017

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.

CERTIFICATE OF COMPLETION

Justin Garxonic

CONVERGINT TECHNOLOGIES

For successfully completing training and certification in BriefCam solutions



PRESENTED BY:

Mike DeBrino

ON THIS DAY:

March 26, 2018

BriefCam

HID

EXCELLENCE

CERTIFICATE of Completion

This Certifies That

Justin Garzonie

having successfully completed the following course:

EasyLobby SVM Technical Training

Genuine HID Academy

Date Completed: Thursday, March 29, 2018

Course Duration: 1 Hours 0 Min



This certificate is hereby presented to:

David Estrada

to certify the completion of:
Security Center - Synergis Technical Certification
SC-STC-001-5.3

Valid until: February 28, 2017
Certification Number: 205767
August 28, 2015

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a blue, sans-serif font.



This certificate is hereby presented to:

David Estrada

to certify the completion of:
Security Center - Omnicast Technical Certification
SC-OTC-001-5.3

Valid until: February 28, 2017
Certification Number: 205767
August 26, 2015

Pierre Racz, President

The Genetec logo, consisting of the word 'Genetec' in a bold, blue, sans-serif font.

CERTIFICATE OF COMPLETION

David Estrada

CONVERGINT TECHNOLOGIES

For successfully completing training and certification in BriefCam solutions



PRESENTED BY:

Mike DeBrino

ON THIS DAY:

March 26, 2018

BriefCam



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: 5600 PAX0144

Addendum No: 1

Date of Addendum: 03/08/2018

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Attached the following document for Reference Only to the solicitation package:
 - Aviation Department System Overview
2. **Extension:** Section 0400, item 1. EXPLANATIONS OF CLARIFICATIONS hereby extended until end of day, March 14, 2018.

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 9:00 am, ~~March 12, 2018~~ end of day, March 14, 2018 to sai.xoomsai@austintexas.gov
3. **Delete/Replace:** Attachment B – Price Proposal Form is hereby deleted in its entirety and replaced with Attachment B.R – Price Proposal Form.
4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sai Xoomsai Purcell, Procurement Specialist IV
Purchasing Office, 512-974-3058

Date

ACKNOWLEDGED BY:

KEVIN POPEJOY
Name

[Handwritten Signature]
Authorized Signature

03/29/18
Date

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



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: 5600 PAX0144

Addendum No: 2

Date of Addendum: 03/27/2018

This addendum is to incorporate the following changes to the above referenced solicitation:

1. **Delete/Modify:** Section 0400 Supplemental Purchase Provisions, item 3.A, Term of Contract has been modified as follow:

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial a term of 60 months. ~~The Contract may be extended beyond the initial term for up to one additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.~~

4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY: _____
Sai Xoomsai Purcell, Procurement Specialist IV
Purchasing Office, 512-974-3058

03/27/2018

Date

ACKNOWLEDGED BY:

KEVIN POPEJOY

Name

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

Authorized Signature

03/29/18

Date

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

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sai Xoomsai Purcell/512-974-3058	PM Name/Phone	Henry Zuniga/512-530-2434
Sponsor/User Dept.	Aviation Department	Sponsor Name/Phone	
Solicitation No	PAX0144.	Project Name	Project Airport Security Access Control and Video Management System
Contract Amount	\$500,000/5 years contract	Ad Date (if applicable)	03/06/2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Airport Security Access Control System software components and integrations, the Contractor shall provide: <ul style="list-style-type: none"> • Maintenance • Support • Installation • Repairs • Licensing 			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
IFB SMW0213 issued on 11/17/14.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92045 - software maintenance and support (45%) , 68002 - access control systems and security systems (10%), 98166 Security and Access Systems (45%)			
Sai Xoomsai Purcell		2/9/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	2/9/2018	Date Assigned to BDC	2/15/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	

GOAL DETERMINATION REQUEST FORM

<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