



**Amendment No. 1
to
Contract No. NA200000084
for
Temporary Staffing Services
between
Howroyd-Wright Employment Agency Inc.
dba AppleOne Employment Services
and the
City of Austin, Texas**

- 1.0 The City hereby amends the above-referenced contract to make the following change:

Section 1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$3,000,000 divided among the Contractors, for the initial Contract term and \$1,500,000 divided among the Contractors for each extension option, for a total not exceed amount of \$7,500,000. Payment shall be made in accordance with Pricing listed in Exhibit A – Best and Final Offer, Section 0610 Price Sheet dated 11/26/2019, upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

Action	Action Amount	Total Contract Amount
Initial Contract	\$8,500,000.00	\$8,500,000.00
Amendment No 1- Correction of Contract Not to Exceed Amount including Extension 1, Extension 2, Extension 3	-\$1,000,000.00	\$7,500,000.00
Total Contract Amount	\$7,500,000.00	\$7,500,000.00

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Howroyd-Wright Employment Agency Inc.
dba AppleOne Employment Services

City of Austin

DocuSigned by:
 4/1/2020
5FD9110AC150487... Representative Signature & Date

 **Cyrenthia Ellis**
Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing
Office, email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.04.03 11:32:26 -05'00'
Signature and Date

Michael A. Hoyal
Printed Name of Authorized Representative
Chief Financial Officer
Title

Printed Name: Cyrenthia Ellis

Title: Procurement Manager

Howroyd-Wright Employment Agency Inc.
dba AppleOne Employment Services
16371 Beach Blvd., Suite 240,
Huntington Beach, CA 92647
(866) 493-8343
govservices@ain1.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, TX 78701
Cyrenthia.Ellis@austintexas.gov



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

March 17, 2020

Ebony Howard
Howroyd-Wright Employment Agency Inc. dba
AppleOne Employment Services
16371 Beach Blvd., Suite 240
Huntington Beach, CA 92647

Dear Ms. Howard:

The City of Austin approved the execution of a contract with your company for Temporary Staffing Services in accordance with the referenced solicitation.

Responsible Departments:	Human Resources Department
Contact Person:	Doron Silberstein (512) 974-3248 e-mail: Doron.Silberstein@austintexas.gov
Project Name:	Temporary Staffing Services
Contractor Name:	Howroyd-Wright Employment Agency Inc. dba AppleOne Employment Services
Contract Number:	MA 5800 NA200000084
Contract Period:	The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months
<i>Dollar Amount</i>	The Contractor shall be paid up to a total Not-to-Exceed amount of \$3,400,000 divided among the Contractors, for the initial Contract term and \$1,700,000 divided among the Contractors, for each extension option.
Extension Options:	The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.
Requisition Number:	RQM 5800 19050200492
Solicitation Type & Number:	RFP 5800 JSB3001
RCA Date	02/20/2020
RCA Number	35

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

Sincerely,

John Besser

John Besser, CTCM, CTPM
Procurement Specialist III
City of Austin Purchasing Office
512-974-2261

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Howroyd-Wright Employment Agency Inc. dba
AppleOne Employment Services (“Contractor”)
for
Temporary Staffing Services
MA 5800 NA200000084**

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 Howroyd-Wright Employment Agency Inc. dba AppleOne Employment Services having offices at 16371 Beach Blvd., Suite 240, Huntington Beach, CA 92647 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 5800 JSB3001.

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), 5800 JSB3001 including all documents incorporated by reference
- 1.1.3 Howroyd-Wright Employment Agency Inc. dba AppleOne Employment Services Offer, dated August 26, 2019, including subsequent clarifications
- 1.1.4 Exhibit A, Best and Final Offer, Section 0610 Price Sheet dated 11/26/2019

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 as incorporated by reference in Section 1.1.1.
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit A, Best and Final Offer, Section 0610 Price Sheet dated 11/26/2019 incorporated by reference in Section 1.1.4
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City’s sole option.

1.3.1.1 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.

1.3.1.2 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 the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a twenty-four (24) month Contract. Prices are firm for the first twenty-four (24) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$3,400,000 divided among the Contractors, for the initial Contract term and \$1,700,000 divided among the Contractors, for each extension option. Payment shall be made in accordance with Pricing listed in Exhibit A – Best and Final Offer, Section 0610 Price Sheet dated 11/26/2019, 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 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 9. Place and Condition of Work is replaced with the following:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages if the actual site or service conditions differ from expected conditions; provided, however, that this indemnity shall not extend to any liability or claims for damages related to or arises out of City's failure to provide a safe and healthy working environment or service condition or City's failure to comply with applicable safe workplace laws, including but not limited to the Occupational Safety and Health Act of 1970, or other similar laws.

1.6.2 Section 0300– Standard Purchase Terms and Conditions, Paragraph 11. Compliance with Health, Safety, and Environmental Regulations is replaced with the following:

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. Except to the extent related to City's failure to comply with applicable federal, state, and local health, and environmental laws, ordinances, rules and regulations, including OSHA, 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.

1.6.3 Section 0300– Standard Purchase Terms and Conditions, Paragraph 13.D Payment is replaced with the following:

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. Intentionally omitted
- ii. Intentionally omitted
- 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. Intentionally omitted
- vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation provided, however, that City shall allow Contractor the opportunity to resubmit the invoice with the required attachments and/or documents. Once City receives the proper invoices and any required attachments and documentation, City shall promptly, and no later than thirty (30) days of receipt of corrected invoices, release payment to Contractor.

1.6.4 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 17. A. Audits and Records is replaced with the following:

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, to the extent permitted by applicable law and not in violation of any privacy and/or confidentiality laws, 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.

1.6.5 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 18. Financial Disclosure and Assurances is replaced with the following:

The City may request for a letter of financial stability as the City requires to determine the credit worthiness of the Contractor. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.6.6 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 19.C. Subcontractors is replaced with the following:

C. The Contractor shall be fully responsible to the City for all negligent acts or willful misconduct of the Subcontractors just as the Contractor is responsible for the Contractor's own negligent acts or willful misconduct. 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.

1.6.7 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 20.C. Warranty-Price is replaced with the following:

C. Intentionally omitted.

1.6.8 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 21.C and 21.D Warranty – Deliverables is replaced with the following:

- C. Unless otherwise specified in the Contract, the warranty period shall be no more than thirty (30) days 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 immediately terminate this Contract.

1.6.9 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 22.B and 22.C Warranty – Services is replaced with the following:

- B. Unless otherwise specified in the Contract, the warranty period shall be no more than sixty (60) days 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 terminate the Contract.

1.6.10 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 25. Stop Work Notice is replaced with the following:

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.

1.6.11 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 27. Termination for Cause is replaced with the following:

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. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

1.6.12 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 28. Termination without Cause is replaced with the following:

The City or Contractor shall have the right to terminate the Contract, in whole or in part, without cause any time upon ninety (90) 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.

1.6.13 Section 0300 – Standard Purchase Terms and Conditions, Paragraph 31. Indemnity is replaced with the following:

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 reasonable attorney 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, 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR'S OBLIGATIONS TO INDEMNIFY CITY UNDER THIS CONTRACT SHALL NOT

EXTEND TO ANY INDEMNIFIED CLAIMS FAULT OF OR FAILURE TO COMPLY WITH APPLICABLE LAW BY CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS.

- 1.6.14 Section 0400 - Supplemental Purchase Provisions, Paragraph 8. Overtime is replaced with the following:

The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 ½) times the base hourly bill rate for overtime hours worked. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

- 1.6.15 Section 0400 – Supplemental Purchase Provisions, Paragraph 10.B and 10.D Non-Solicitation is replaced with the following:

- B. Intentionally omitted
- D. Intentionally omitted

- 1.6.16 Section 0500 – Scope of Work, Paragraph 3.3 Criminal Background Check is replaced with the following:

3.3 Respondent shall provide information about the manner in which it will conduct criminal background checks when required for a specific position by the City, including details about how Respondent will conduct criminal background verifications. If the City submits notification that a position requires a background check, the temporary staffing agency is required to certify that all persons placed in that position with the City meet the same guidelines as other applicants who apply separately for advertised positions with the City. Respondent is liable for damages should Respondent breach its obligations to perform background checks as required under this Contract which caused City irreparable harm.

- 1.6.17 Section 0500 - Scope of Work, Paragraph 5.1 Training is replaced with the following:

5.1 Contractor shall provide each temporary employee used in the performance of work under this contract with adequate training to perform the work competently as defined in the contract specifications. Contractor temporary employees shall be thoroughly trained in safety requirements and in use of equipment and tools of their specified trade. Contractor shall maintain a training record for each temporary clerical employee. The training record shall show, at a minimum, the temporary employee's name, date of employment, and the type of training received. Prior to the initial placement with a City Department, Contractor may be required to give all inexperienced temporary employees eight (8) hours of instruction for the specified job requirements at no cost to the City.

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**HOWROYD-WRIGHT EMPLOYMENT
AGENCY INC. DBA APPLEONE
EMPLOYMENT SERVICES**

CITY OF AUSTIN

Michael A. Hoyal

Printed Name of Authorized Person

Cyrenthia Ellis

Printed Name of Authorized Person

DocuSigned by:
Michael A. Hoyal
5FD9110AC150487...

Cyrenthia Ellis
Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.03.17 10:55:03 -05'00'

Signature

Chief Financial Officer

Title:

Procurement Manager

Title:

3/16/2020

Date:

Date:

Exhibits:

Exhibit A - Best and Final Offer, Section 0610 Price Sheet dated 11/26/2019



**SECTION 0610 PRICE SHEET
CITY OF AUSTIN
TEMPORARY STAFFING SERVICES
RFP 5800 JSB3001**

Special Instructions: Proposers must use this price sheet to submit pricing. Be advised that altering the price sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Proposal.

The Respondent shall submit pricing for all Temporary Job positions within the Category you want considered.

Failure to provide pricing for all positions within a Category will be deemed as non-responsive for that Category.

For each job classification list the Base Hourly Rate that would apply under this proposal.

For the purpose of this proposal, the listed hourly rates shall show the responding organization's mark-up and hourly bill rates separately.

The minimum base hourly rate required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour.

*The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 1/2) times the base hourly rate. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

The contractor shall complete and return this Section 0610 Price Sheet with your response

TEMPORARY EMPLOYMENT STAFF POSITIONS

Base Hourly Rates		Base Hourly Rates	List this job's Mark-up (MU). (Use a Number as the % MU. Example 25% = 1.25)	Bill Rates	*Identify job titles that are eligible for overtime. (X)	* List overtime rate (Use a Number as the %. Example 50% = 1.50)	*Overtime Bill Rate
Job Classifications/Titles							
EXAMPLE - Accounting Associate		\$15.00	1.25	\$18.75	X	1.50	\$28.13
Category 1 - Administrative							
1.1	Accounting Associate	\$17.00	1.40	\$23.80	X	1.29	\$30.70
1.2	Administrative Associate	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.3	Administrative Senior	\$19.00	1.40	\$26.60	X	1.29	\$34.31
1.4	Executive Assistant	\$22.00	1.40	\$30.80	X	1.29	\$39.73
1.5	Executive Secretary	\$24.00	1.40	\$33.60	X	1.29	\$43.34
1.6	Court Clerk Associate	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.7	Customer Service Rep	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.8	Dispatcher	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.9	Human Resources Assistant	\$18.00	1.40	\$25.20	X	1.29	\$32.51
1.10	Library Assistant	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.11	Mail Service Clerk	\$15.00	1.40	\$21.00	X	1.29	\$27.09
Category 2 - Light Industrial							
2.1	Building & Grounds Assistant	\$15.00	1.42	\$21.30	X	1.29	\$27.48
2.2	Inventory Control Specialist	\$15.00	1.42	\$21.30	X	1.29	\$27.48
2.3	Maintenance Worker III	\$16.00	1.40	\$22.40	X	1.29	\$28.90



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CITY OF AUSTIN
TEMPORARY STAFFING SERVICES
RFP 5800 JSB3001**

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TEMPORARY EMPLOYMENT STAFF POSITIONS

Base Hourly Rates		Base Hourly Rates	List this job's Mark-up (MU). (Use a Number as the % MU. Example 25% = 1.25)	Bill Rates	*Identify job titles that are eligible for overtime. (X)	* List overtime rate (Use a Number as the %. Example 50% = 1.50)	*Overtime Bill Rate
Job Classifications/Titles							
EXAMPLE - Accounting Associate		\$15.00	1.25	\$18.75	X	1.50	\$28.13
2.4	Public Event Worker	\$15.00	1.40	\$21.00	X	1.29	\$27.09
Category 3 - Technical							
3.1	Business Intelligence Consultant	\$40.00	1.40	\$56.00	X	1.29	\$72.24
3.2	Distribution Electrician	\$20.00	1.42	\$28.40	X	1.29	\$36.64
3.3	Electronic Technician	\$19.00	1.42	\$26.98	X	1.29	\$34.80
3.4	Engineering Technician	\$18.00	1.42	\$25.56	X	1.29	\$32.97
3.5	Heating & Refrigeration Mechanic	\$18.00	1.42	\$25.56	X	1.29	\$32.97
Category 4 - Professional							
4.1	Contract Management Specialist	\$20.00	1.40	\$28.00	X	1.29	\$36.12
4.2	Event Coordinator	\$25.00	1.40	\$35.00	X	1.29	\$45.15
4.3	Human Resources Specialist	\$22.00	1.40	\$30.80	X	1.29	\$39.73
4.4	Licensed Vocational Nurse	\$21.00	1.42	\$29.82	X	1.29	\$38.47
4.5	Medical Technologist	\$21.00	1.42	\$29.82	X	1.29	\$38.47

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

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.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

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- A. any exceptions to the Offer accepted in writing by the City
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

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the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant**- a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **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.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
 - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
 - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
 - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
 - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
 - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
 - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
 - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
 - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
 - H. **Payment:** Payment terms shall be net 30 days.
 - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an 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.
 - K. **Proprietary Information:**
 - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
 - ii. If an Offeror does not desire proprietary information in the Offer 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.
 - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.
 - iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.

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- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, repealed and replaced effective on June 25, 2018, prohibits lobbying activities or representations by Offerors during the No-Lobbying Period.

1. FINDINGS; PURPOSE.

- (A) The council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this article.
- (B) The council finds that it is in the City's interest:
- (i) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and
 - (ii) to further compliance with State law procurement requirements.
- (C) The council intends that:
- (i) each response is considered on the same basis as all others; and
 - (ii) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

2. APPLICABILITY.

- (A) This article applies to all solicitations except:
- (i) City social service funding;
 - (ii) City cultural arts funding;
 - (iii) federal, state or City block grant funding;
 - (iv) the sale or rental of real property;
 - (v) interlocal contracts or agreements; and
 - (vi) solicitations specifically exempted from this article by council.
- (B) Absent an affirmative determination by the council, the purchasing officer has the discretion to apply this article to any other competitive process.
- (C) City Code Section 1-1-99 (*Offenses; General Penalty*) does not apply to this article.

3. DEFINITIONS.

In this article:

- (A) AGENT means a person authorized by a respondent to act for or in place of the respondent in order to communicate on behalf of that respondent. Each of the following is presumed to be an agent:
- (i) a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (ii) a person related within the first degree of consanguinity or affinity to a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (iii) a person related within the first degree of consanguinity or affinity to the respondent, if a respondent is an individual person; and
 - (iv) a lobbyist, attorney, or other legal representative of the respondent that has been retained by the respondent with respect to the subject matter of either the solicitation or the respondent's response to the solicitation.

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- (B) AUTHORIZED CONTACT PERSON means a City employee designated in a City solicitation as the point of contact for all purposes for that solicitation.
- (C) CITY EMPLOYEE is defined in Section 2-7-2 (*Definitions*), and further includes an independent contractor hired by the City with respect to the solicitation.
- (D) CITY OFFICIAL is defined in Section 2-7-2 (*Definitions*).
- (E) NO-LOBBYING PERIOD means the period of time beginning at the date and time a solicitation is published and continuing through the earliest of the following:
 - (i) the date the last contract resulting from the solicitation is signed;
 - (ii) 60 days following council authorization of the last contract resulting from the solicitation; or
 - (iii) cancellation of the solicitation by the City
- (F) PURCHASING OFFICER means the City employee authorized to carry out the purchasing and procurement functions and authority of the City.
- (G) RESPONSE means a written offer or submission in reply to a solicitation.
- (H) RESPONDENT means a person or entity that has timely submitted or subsequently timely submits a response to a City solicitation, even if that person subsequently withdraws its response or has been disqualified by the City for any reason. Respondent includes:
 - (i) a subsidiary or parent of a respondent;
 - (ii) a joint enterprise, joint venture, or partnership with an interest in a response and in which a respondent is a member or is otherwise involved, including any partner in such joint enterprise, joint venture, or partnership; and
 - (iii) a subcontractor to a respondent in connection with that respondent's response.
- (I) SOLICITATION means an opportunity to compete to conduct business with the City that requires council approval under City Charter Article VII Section 15 (*Purchase Procedure*), and includes, without limitation:
 - (i) an invitation for bids;
 - (ii) a request for proposals;
 - (iii) a request for qualifications;
 - (iv) a notice of funding availability; and
 - (v) any other competitive solicitation process for which the purchasing officer, in the purchasing officer's sole discretion, affirmatively determines this article should apply in accordance with Section 2-B.

4. RESTRICTION ON LOBBYING.

Subject to the exclusions in Section 5 (*Permitted Communications*), during a no-lobbying period,

- (A) a respondent or an agent shall not communicate directly with a City official or a City employee, or both in order to:
 - (i) provide substantive information about any respondent or response with respect to the solicitation to which the communication relates;
 - (ii) encourage the City to reject one or more of the responses to the solicitation to which the communication relates;
 - (iii) convey a complaint about the solicitation to which the communication relates; or
 - (iv) ask any City official or City employee to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation to which the communication relates.
- (B) a City official shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies;
- (C) a City employee, other than the authorized contact person, shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies.

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5. PERMITTED COMMUNICATIONS.

The following communications are permitted under this article at any time:

- (A) any communication between a respondent or agent and any authorized contact person, including, without limitation and in accordance with regulation, any complaint concerning the solicitation;
- (B) any communication between a respondent or agent and any person to the extent the communication relates solely to an existing contract between a respondent and the City, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
- (C) any communication between a respondent or an agent and a City employee to the extent the communication relates solely to a non-substantive, procedural matter related to a response or solicitation;
- (D) any communication required by or made during the course of a formal protest hearing related to a solicitation;
- (E) any communication between a respondent or an agent and the City's Small & Minority Business Resources Department, that solely relates to compliance with Chapters 2-9A through 2-9D (*Minority-Owned and Women-Owned Business Enterprise Procurement Program*) of the City Code;
- (F) any communication between an attorney representing a respondent and an attorney authorized to represent the City, to the extent the communication is permitted by the Texas Disciplinary Rules of Professional Conduct;
- (G) any communication made by a respondent or an agent to the applicable governing body during the course of a meeting properly noticed and held under Texas Government Code Chapter 551 (*Open Meetings Act*);
- (H) any communication between a respondent or an agent and a City employee whose official responsibility encompasses the setting of minimum insurance requirements for the solicitation to which the communication relates, to the extent the communication relates solely to the insurance requirements established by the City in the solicitation; and
- (I) any contribution or expenditure as defined in Chapter 2-2 (*Campaign Finance*).

6. MODIFICATION OF RESTRICTION.

The purchasing officer may waive, modify, or reduce the requirements in Section 4 (*Restrictions on Lobbying*) in order to allow respondents to communicate with a City employee or a City official other than the authorized contact person when the purchasing officer determines, in writing, that the solicitation must be conducted in an expedited manner, including but not limited to a solicitation conducted for reasons of health or safety under the shortest schedule possible with no extensions. Any such modification authorized by the purchasing officer shall be stated in the solicitation.

7. NOTICE.

- (A) Each solicitation shall include a notice advising respondents and prospective respondents:
 - (i) of the requirements of this article;
 - (ii) that any communication initiated by a City employee or City official, other than the authorized contact person, during the no-lobbying period regarding a response or the solicitation may result in a violation of Section 4(A) if the respondent subsequently lobbies that City employee or City official.
- (B) The purchasing officer, or a City employee designated by the purchasing officer, shall provide weekly written notice, accessible to all City employees and City officials, of each solicitation for which the no-lobbying period is in effect.

8. DISCLOSURE OF VIOLATION.

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A City official or a City employee other than the authorized contact person that becomes aware of a violation of Section 4 (*Restrictions on Lobbying*) shall notify the authorized contact person in writing as soon as practicable.

9. ENFORCEMENT.

- (A) A respondent that has been disqualified pursuant to Section 10(A) (*Disqualification; Contract Voidable*) may appeal such disqualification to a subcommittee that is less than a quorum of the Ethics Review Commission established in Chapter 2-7, Article 2 (*Ethics Review Commission*), whose decision on appeal shall be final and binding. Any appeal must be filed in the manner prescribed by the Ethics Review Commission within 5 calendar days of the notice given by the purchasing officer pursuant to Section 10(B).
- (B) The purchasing officer shall waive a violation of Section 4(A) if the violation was solely the result of communications initiated by a City official or a City employee other than the authorized contact person.
- (C) The purchasing officer has the authority to enforce this article through rules promulgated in accordance with Chapter 1-2 (*Adoption of Rules*), which at a minimum shall include a notice and protest process for respondents disqualified pursuant to Section 10 (*Disqualification; Contract Voidable*), including:
 - (1) written notice of the disqualification imposed pursuant to Section 10 (*Disqualification; Contract Voidable*);
 - (2) written notice of the right to protest the disqualification imposed; and
 - (3) written notice of the right to request an impartial hearing process.

10. DISQUALIFICATION; CONTRACT VOIDABLE.

- (A) If the purchasing officer finds that a respondent has violated Section 2-7-104(1), the respondent is disqualified from participating in the solicitation to which the violation related.
- (B) The purchasing officer shall promptly provide written notice of disqualification to a disqualified respondent.
- (C) If a respondent is disqualified from participating in a solicitation as a result of violating Section 2-7-104(1) and the solicitation is cancelled for any reason, that respondent is also disqualified from submitting a response to any reissue of the same or similar solicitation for the same or similar project. For the purposes of this section, the purchasing officer may determine whether any particular solicitation constitutes a "same or similar solicitation for the same or similar project".
- (D) If a respondent violates Section 104(1) and is awarded a contract resulting from the solicitation to which the violation relates, the City may void that contract.
- (E) Respondents that violate Section 2-7-104(1) three or more times during a five year period may be subject to debarment from participating in any new contracts with the City for a period of up to three years.

8. SUBMISSION OF OFFERS: Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:

- i. Cover Page, Offer Sheet signed by an authorized representative; ii.
- Section 0600, Bid/Quote Sheet or Offer, as applicable; iii.
- Section 0605, Local Business Presence Identification, if applicable;
- iv. Section 0700, Reference Sheet, as applicable ;
- v. Sections 0835 – Non-Resident Bidder Provisions;

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- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address
Solicitation Number
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.
- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

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- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. MODIFICATION OR WITHDRAWAL OF OFFERS:

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.
- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important

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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.

- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

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

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:

Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. 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.

14. RESERVATIONS: The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;
- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
- D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
- E. add additional terms or modify existing terms in the Solicitation;
- F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
- G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;

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- H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
 - I. reject an Offer that contains fraudulent information;
 - J. reject an Offer that has material omissions;
 - K. reject or cancel any or all Offers;
 - L. reissue a Solicitation;
 - M. procure any item by other means;
 - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
 - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
 - iii. You must submit your protest in writing and must include the following information:
 - (1) your name, address, telephone, and fax number;
 - (2) the solicitation number and the CIP number, if applicable;
 - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
 - v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
 - vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the

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purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
 - (1) the City urgently requires the supplies or services to be purchased, or
 - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

18. INTERESTED PARTIES DISCLOSURE

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

<https://www.ethics.state.tx.us/File/>

19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

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

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18. **Financial Disclosures and Assurances:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.
19. **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.
20. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

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

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discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

30. **DELAYS:**

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

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

31. **INDEMNITY:**

A. Definitions:

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

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

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

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

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

A. **General Requirements.**

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

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

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

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protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

55. **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 -

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

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Friday, August 9, 2019 at 3:00 PM CT.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will not be considered.

3. **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 \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended automatically beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option unless the Contractor is notified in writing no less than forth-five (45) days prior to the contract's expiration. 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. Prices are firm and fixed for the first twenty-four (24) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract. Price increases are not applicable without prior approval of the City of Austin Purchasing Office. Price decreases may be accepted by the City at any time during the life of the contract.
5. **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.

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Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resource Department
Attn:	Doron Silberstein – Snell Building
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Email Address	Employment.Services@austintexas.gov

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

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>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 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 \$15.00 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.

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- 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. OVERTIME:

The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 ½) times the base hourly rate. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

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

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing 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). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in this Solicitation.

10. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to all City Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this

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purpose. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twenty-four (24) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

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

Weight % or \$ of Base Price: 100%	
Database Name: Economic Cost Index	
Series ID: CIU1020000000000I (C)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Wages and salaries for All Civilian workers in All industries and occupations, Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 5800 JSB3001	

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

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

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

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute,

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acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 13 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 13 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

15. **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:

Rodney Crain, Manager, Talent Acquisition, Human Resources Department

Email: Rodney.Crain@austintexas.gov

Phone No.: 512-974-3423

*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.

SCOPE OF WORK
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DESCRIPTION: TEMPORARY STAFFING SERVICES
Version 1.1 Revised 081619

1.0 Overview

1.1 The City of Austin hereafter referred to as the “City” is seeking proposals from qualified contractors for Temporary Staffing Services on an as-needed basis. The City currently employs over 14,000 full-time, part-time, temporary, and seasonal employees. The City is proud of its diverse workforce. The City has over 40 Departments and Offices, which include a range of jobs from executive, professional, administrative, skilled labor, and sworn uniform employees.

1.2 This Request for Proposal (RFP) for Temporary Staff Services will include, but ~~are~~ **is** not limited to, positions listed under the Specialty Categories. The City reserves the right to add or remove Job Classifications and Titles after the contract has been awarded.

1.3 The City encourages contractors to submit a response to this RFP to provide temporary employees on an as-needed basis, based on the following Specialty Categories:

Category 1 – Administrative
Category 2 - Light Industrial
Category 3 - Technical
Category 4 - Professional

See Exhibit 1 for a listing of job positions and summary of job descriptions for each of the Specialty Categories.

1.4 The purpose of this RFP is to solicit proposals in order to develop a Temporary Staffing Services Pool of Contractors. Proposers may submit a Proposal for any or all of the requested Categories. Each category will be evaluated separately. The City anticipates selecting multiple Contractors for the same category.

1.5 Respondents shall have a minimum of five (5) years of continuous experience since 2014, providing Temporary Staffing Services, as outlined in the RFP.

1.6 The City anticipates that the contract volume from this solicitation may exceed \$1,000,000 annually. This information is only provided as an aid for contractors to prepare their proposals. It is not to be considered a guarantee of volume under this RFP. The successful Proposers price sheet (Section 0610) shall apply regardless of the volume of business under the contract.

1.7 The Contractor shall be responsible for any compensation due to its personnel in accordance with the requirements of the Fair Labor Standards Act. The temporary personnel shall remain the employees of the staffing agency and shall not be considered employees of the City.

2.0 Task/Requirements

All proposals shall be made on the basis of, and either meet or exceed, the requirements contained herein.

The Contractor shall:

2.1 Receive and process requests/orders from City staff for temporary personnel via telephone, internet or email.

2.2 Collect, process, and maintain timesheets for all temporary personnel assigned to the City.

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- 2.3 Monitor and address personnel, turnover or other job-related issues as communicated to the Contractor by the City.
- 2.4 Provide general accounting services, including paycheck distribution, invoicing and timesheet reconciliation.
- 2.5 Maintain a quality assurance/quality control program for assigned temporary personnel.
- 2.6 Contractor shall screen, evaluate and qualify all personnel prior to any assignment to the City for consideration of knowledge, education, work experience, and technical skills required for the job/position assigned. Contractor shall provide verification upon request.
- 2.7 Contractor shall be available to respond to concerns while temporary staff are assigned to the City.
- 2.8 The Contractor shall fill the City requests for temporary services as follows:
 - 2.8.1 Temporary personnel requests placed with the Contractor at least two (2) business days prior to the required start date shall be filled by the Contractor within 24 hours after the receipt of the request.
 - 2.8.2 Temporary personnel requests placed with the Contractor to review a pool of three (3) or more candidates for a specialized job, the Contractor will provide a pool of resumes for the City hiring manager review. The City hiring manager will select applicants to interview and make a decision from the pool of applicants.
 - 2.8.3 Temporary personnel requests for same day personnel shall be filled by the Contractor within 4 hours after the request is received by the Contractor.
- 2.9 Contractor shall provide monthly, annual, and periodic reports on placement activities. Reports are to be customized to meet the City's specifications and may be sent electronically.
- 2.10 Temporary staff shall meet the requirements stipulated in any job assignment as provided by the City. All temporary agency staff shall abide by instructions and/or directions of the City or designee and adhere to all applicable City policies and procedures.
- 2.11 Contractors shall identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted with proposal documents. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

3.0 Criminal Background Checks

- 3.1 The Contractor, at the Contractor's expense, shall conduct criminal background checks on respective temporary employees who work directly or indirectly with vulnerable populations (children, elderly, or disabled) or who have financial responsibilities to determine eligibility for work assignments. (See Exhibit B – Criteria for CBI Reviews: Financial Responsibilities, Criteria for CBI Reviews: Vulnerable Populations and list of Financial Responsibilities-CBIs for Financial Responsibility Groups).
- 3.2 Contractor shall be required to confirm a successful background check was completed on individuals placed with the City. ~~A copy of the background check report will be made available to City designated personnel~~ within 24-hours upon request.

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3.3 Respondent shall provide information about the manner in which it will conduct criminal background checks when required for a specific position by the City, including details about how Respondent will conduct ~~in and out of state~~ criminal background verifications. If the City submits notification that a position requires a background check, the temporary staffing agency is required to certify that all persons placed in that position with the City meet the same guidelines as other applicants who apply separately for advertised positions with the City. Respondent is liable for any damages of person, property, or reputation to the City, should unsatisfactory persons be provided for temporary employment.

4.0 Work Hours

4.1 Hours of work shall normally be eight (8) hours per day Monday through Friday, 8 a.m. to 5 p.m. Work schedules can include day, night or third shift assignments, as well as weekend and holidays depending on the job. The Contractor will be compensated for the actual hours during which services are performed, excluding designated lunch time. Under no circumstances will overtime (above 40 hours per week) be compensated unless written approval is provided by the City.

4.2 Length of each temporary assignment shall not exceed six (6) months (full-time or part-time) unless otherwise approved by the City's Contract Manager.

5.0 Training

5.1 Contractor shall provide each temporary employee used in the performance of work under this contract with adequate training to perform the work competently as defined in the contract specifications. Contractor temporary employees shall be thoroughly trained in safety requirements and in use of equipment and tools of their specified trade. Contractor shall maintain a training record for each temporary ~~clerical~~ employee. The training record shall show, at a minimum, the temporary employee's name, date of employment, and the type of training received. Prior to the initial placement with a City Department, Contractor may be required to give all inexperienced temporary employees a minimum of eight (8) hours of instruction for the specified job requirements at no cost to the City.

5.2 The selected temporary employees shall be assigned to a specific area and normally used exclusively in that area.

6.0 Parking

6.1 Parking arrangements shall be made by the temporary employee and the individual City Department Supervisor after the Contractor temporary employee(s) reports to the job assignment. All temporary parking permits must be returned to the City Department supervisor upon completion of the job assignment. There are no reimbursable expenses, including travel and parking.

7.0 Conduct and Replacements

7.1 It is expected that personnel will dress appropriately for the position and act in a professional and courteous manner at all times. Some personnel may be assigned to positions where confidential information is available and may be asked to sign confidentiality agreement and/or non-disclosure agreements.

7.2 Upon notice by the City, the Contractor shall furnish replacements for any personnel deemed

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unacceptable by the City. The contractor agrees to replace the temporary employee within one (1) business days. A replacement will be requested if the assigned personnel leave the assignment before the assignment is completed, or do not perform the tasks as requested, have poor attendance, or engage in misconduct. Examples of misconduct includes, but are not limited to, use of epithets, innuendos, name-calling, jokes or slurs based on an individual's protected class, verbal or physical altercations, improper use of the City computers or networks, excessive use of phone or computers for personal business, theft or misuse of the City or other's property, or the disclosure of any confidential information.

8.0 Performance Evaluation

Within seven (7) days following each job assignment the Contractor shall forward Contractor initiated performance evaluation forms to the City Department Supervisor. Department Supervisors will use the forms to review the temporary employee's job performance and evaluate the contractor service areas. Upon prior agreement by the City, a general evaluation on project work completed by a team may be substituted for individual forms. The completed forms are to be returned to the Contractor by the City department supervisor within 14 days.

9.0 Conversion

If the City hires an individual who has worked on a temporary basis, payments to the Contractor will cease on the start date of the City employment. The City will negotiate Conversion rates on a case by case basis.

10.0 Failure to Deliver

In the event a Contractor fails to deliver the services in accordance with this RFP, the City will have the right to secure the services elsewhere.

11.0 Online Ordering

Contractors shall provide online time keeping, tracking, approval and reporting capabilities. The City is also interested in selected Contractors that may have technology to allow for making online requests.

12.0 Reports.

The Contractor shall submit electronic Monthly Summary Reports to the Human Resources Department in a timely and accurate manner and in the format listed below. The reports will be submitted by the 15th of each month detailing activities for the preceding month. The reports shall list the names of each temporary employee, start date, end date (if applicable), position title, hours worked, hourly pay rate, bill rate and the City department services were delivered. The report will also include summary data and statistics regarding order fulfillment, including orders received, positions filled on time and replacement positions ordered and filled on time. The City reserves the right to delete and/or modify the required reports upon thirty (30) days written notice to the Contractor.

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1. **Proposal Format:** Submit one original and one (1) electronic version (USB flash drive) of the Proposal. The original Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals and flash drive shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal. Failure to do so may result in your Proposal being Non-Responsive.

Tab 1 – Executive Summary

The Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Complete and signed Offer Sheet
- B. Signed Addendums (all pages), if applicable
- C. Completed Section 0605: Local Business Presence Identification. If you will be utilizing Subcontractors, include the Subcontractor's information on this form.
- D. Complete Section 0610 Price Sheet
- E. Complete Section 0615 Specialty Categories
- F. Complete Section 0630 Exceptions
- G. Complete Section 0700 Reference Sheet
- H. Completed and signed Section 0800 Non-Discrimination and Non-Retaliation Certification
- I. Complete and signed Section 0815 Living Wages Contractor Certification
- J. Complete Section 0835 - Non-Resident Bidder Provisions
- K. Complete and signed Section 0840, SDVBE Contractor Certification
- L. Completed and signed Section 0900 Subcontracting/Sub-Consulting Utilization Form
- M. Complete and return, if applicable, Section 0905 Subcontracting/Sub-Consulting Utilization Plan

Tab 3 – Authorized Negotiator:

Include name, address, and telephone number of persons in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 - Business Organization:

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

Tab 5 - Company Capability and Solution

Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your solution to meet or exceed requirements. Provide all details you deem necessary to assist in the evaluation of your proposal and to highlight your company's organizational capacity. Specifically indicate:

- A. A description of the process you follow to build qualified talent pools and for managing the ordering and placement of individuals at client sites. Identify any technology-enabled processes.
- B. Your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.

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Tab 6 - Project Management Structure

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

Tab 7 - Specialty Categories

Complete Section 0615 Specialty Categories. The Specialty Categories are Administrative, Light Industrial, Technical, and Professional. Based on the specific categories you want considered, the Respondent shall describe why you are the most qualified based on your organizational capabilities to recruit for open positions in that category. Include references and number of positions successfully filled within the last year. Please ensure that you furnish details based on the specific job titles provided. Complete the requested information for each category you want considered. Do not simply state "see above" or "reference the other category".

Tab 8 - Prior Experience – Provide the following

- A. Within the past 5 years, a reference list of three (3) public sector agencies, and/or (3) private sector clients with over 500 employees each for which you have provided temporary staffing services.
- B. References shall include the following:
 - a. Organization/Agency
 - b. Address
 - c. Number of employees
 - d. Year contract was awarded and length of contract
 - e. Agency contract manager
 - f. Title
 - g. Direct telephone number
 - h. Email address
- C. A list of companies that reside in the Austin Metropolitan Statistical Area (MSA) for which your firm successfully placed ~~over 100~~ 50 or more temporary staffing individuals between June 1, 2018 and May 31, 2019. Include the company, category of positions (administrative, light industrial, technical or professional), and the approximate number of individuals placed by category of position.

Tab 9 – Personnel

Identify key person names, titles and qualifications of all employees (including the Single Point of Contact) who will be actively engaged in this project and resumes for all employees that will perform work under the resulting contract (limit 2 pages per person). Do not include the experience of employees who will not actively participate. Include the following for each key person:

- A. List the number of clients for which each is responsible
- B. Show the primary work assignment of each
- C. Indicate percentage of time each will be allocated to the City of Austin
- D. Office location
- E. Verified, applicable professional licensure/memberships

Tab 10 - 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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services

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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.

Tab 11 - 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 the the Additional Solicitation Instructions included therein.

Tab 12 – Criminal Background Checks: Respondent shall provide information about the manner in which it will conduct criminal background checks when required for a specific position by the City, including details about how Respondent will conduct in and out-of-state criminal background verifications (reference Section 0500, Scope of Work, 4.0)

Tab 13 - Additional Information

- A. Provide your conversion or buyout fees charged, or calculation used to hire or convert an individual from your organization to the City. Include your employment timeframe required to waive the conversion or buyout fee
 - B. Provide information on your existing technology to allow for online requests.
- 2. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- 3. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
- 5. **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.

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6. 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.

The City reserves the right to make a single award and/or multiple awards, whichever is in the best interest of the City as a result of the solicitation.

B. **Evaluation Factors:**

- i. Maximum of 100 points.

- (1) Company Capability and Solution (Tab 5, Tab 6) – **(27 Points maximum)**
- (2) Demonstrated Applicable Experience (Tab 7, Tab 8) – **(30 Points maximum)**
- (3) Personnel Qualifications (Tab 9) - **(10 Points maximum)**
- (4) Total Evaluated Cost – **(20 points maximum)**
- (5) Service-Disabled Veteran Business Enterprise Preference – **(3 Points)**
- (6) Local Business Presence – **(10 Points maximum)**

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

- ii. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.



**SECTION 0610 PRICE SHEET
CITY OF AUSTIN
TEMPORARY STAFFING SERVICES
RFP 5800 JSB3001**

Special Instructions: Proposers must use this price sheet to submit pricing. Be advised that altering the price sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Proposal.

The Respondent shall submit pricing for all Temporary Job positions within the Category you want considered.

Failure to provide pricing for all positions within a Category will be deemed as non-responsive for that Category.

For each job classification list the Base Hourly Rate that would apply under this proposal.

For the purpose of this proposal, the listed hourly rates shall show the responding organization's mark-up and hourly bill rates separately.

The minimum base hourly rate required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour.

*The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 1/2) times the base hourly rate. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

The contractor shall complete and return this Section 0610 Price Sheet with your response

TEMPORARY EMPLOYMENT STAFF POSITIONS

Base Hourly Rates		Base Hourly Rates	List this job's Mark-up (MU). (Use a Number as the % MU. Example 25% = 1.25)	Bill Rates	*Identify job titles that are eligible for overtime. (X)	* List overtime rate (Use a Number as the %. Example 50% = 1.50)	*Overtime Bill Rate
Job Classifications/Titles							
EXAMPLE - Accounting Associate		\$15.00	1.25	\$18.75	X	1.50	\$28.13
Category 1 - Administrative							
1.1	Accounting Associate	\$17.00	1.40	\$23.80	X	1.29	\$30.70
1.2	Administrative Associate	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.3	Administrative Senior	\$19.00	1.40	\$26.60	X	1.29	\$34.31
1.4	Executive Assistant	\$22.00	1.40	\$30.80	X	1.29	\$39.73
1.5	Executive Secretary	\$24.00	1.40	\$33.60	X	1.29	\$43.34
1.6	Court Clerk Associate	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.7	Customer Service Rep	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.8	Dispatcher	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.9	Human Resources Assistant	\$18.00	1.40	\$25.20	X	1.29	\$32.51
1.10	Library Assistant	\$15.00	1.40	\$21.00	X	1.29	\$27.09
1.11	Mail Service Clerk	\$15.00	1.40	\$21.00	X	1.29	\$27.09
Category 2 - Light Industrial							
2.1	Building & Grounds Assistant	\$15.00	1.42	\$21.30	X	1.29	\$27.48
2.2	Inventory Control Specialist	\$15.00	1.42	\$21.30	X	1.29	\$27.48
2.3	Maintenance Worker III	\$16.00	1.40	\$22.40	X	1.29	\$28.90



**SECTION 0610 PRICE SHEET
CITY OF AUSTIN
TEMPORARY STAFFING SERVICES
RFP 5800 JSB3001**

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The Respondent shall submit pricing for all Temporary Job positions within the Category you want considered.

Failure to provide pricing for all positions within a Category will be deemed as non-responsive for that Category.

For each job classification list the Base Hourly Rate that would apply under this proposal.

For the purpose of this proposal, the listed hourly rates shall show the responding organization's mark-up and hourly bill rates separately.

The minimum base hourly rate required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour.

*The hourly rate for overtime work in excess of forty (40) hours per week shall not be less than one and one-half (1 1/2) times the base hourly rate. City observed holidays are normal workdays for some City Departments and shall not be classified at the overtime rate.

The contractor shall complete and return this Section 0610 Price Sheet with your response

TEMPORARY EMPLOYMENT STAFF POSITIONS

Base Hourly Rates		Base Hourly Rates	List this job's Mark-up (MU). (Use a Number as the % MU. Example 25% = 1.25)	Bill Rates	*Identify job titles that are eligible for overtime. (X)	* List overtime rate (Use a Number as the %. Example 50% = 1.50)	*Overtime Bill Rate
Job Classifications/Titles							
EXAMPLE - Accounting Associate		\$15.00	1.25	\$18.75	X	1.50	\$28.13
2.4	Public Event Worker						
Category 3 - Technical							
3.1	Business Intelligence Consultant	\$40.00	1.40	\$56.00	X	1.29	\$72.24
3.2	Distribution Electrician	\$20.00	1.42	\$28.40	X	1.29	\$36.64
3.3	Electronic Technician	\$19.00	1.42	\$26.98	X	1.29	\$34.80
3.4	Engineering Technician	\$18.00	1.42	\$25.56	X	1.29	\$32.97
3.5	Heating & Refrigeration Mechanic	\$18.00	1.42	\$25.56	X	1.29	\$32.97
Category 4 - Professional							
4.1	Contract Management Specialist	\$20.00	1.40	\$28.00	X	1.29	\$36.12
4.2	Event Coordinator	\$25.00	1.40	\$35.00	X	1.29	\$45.15
4.3	Human Resources Specialist	\$22.00	1.40	\$30.80	X	1.29	\$39.73
4.4	Licensed Vocational Nurse	\$21.00	1.42	\$29.82	X	1.29	\$38.47
4.5	Medical Technologist	\$21.00	1.42	\$29.82	X	1.29	\$38.47

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

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

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

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing 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). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

Temporary Staffing Jobs and Specifications

Category 1 - Administrative	Category 2 – Light Industrial	Category 4 - Professional
Accounting Associate	Building & Grounds Assistant	Contract Management Specialist
Administrative Associate	Inventory Control Specialist	Event Coordinator
Administrative Senior	Maintenance Worker III	Human Resources Specialist
Executive Assistant	Public Event Worker	Licensed Vocational Nurse
Executive Secretary		Medical Technologist
Court Clerk Associate	Category 3 – Technical	
Customer Service Representative	Business Intelligence Consultant	
Dispatcher	Distribution Electrician	
Human Resources Assistant	Electronic Technician	
Library Associate	Engineering Technician	
Mail Service Clerk	Heating & Refrigeration Mechanic	

Summary Job Descriptions

For the purpose of determining rates, the job summaries listed below offer a general synopsis of the various positions that the City may fill on a repetitive basis.

Category 1 - Administrative Positions

Accounting Associate:

Provide accounting and financial support to city management by processing, researching and analyzing accounting data and transactions; prepare basic financial reports and financial statements. Minimum Qualifications: Graduation from an accredited high school or equivalent, and two years of experience.

Administrative Associate:

Knows fundamental concepts, practices, and procedures in providing general administrative support, including clerical and research duties. Uses established procedures to complete assigned work. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus one (1) year of experience in general clerical/secretarial experience.

Administrative Senior:

Under limited supervision, provides various routine administrative functions to department staff. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus five (5) years of experience in a field related to the job.

Executive Assistant:

Provide a high-level of administrative support, such as research, clerical and/or technical, and other support tasks as assigned, to the Department Director. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited college or university with major coursework in Public Administration or in a field related to the job, plus four (4) years of administrative or professional experience.

Executive Secretary:

This position serves as administrative support for City executives. The work involves constant communication with members of City of Austin departments, community leaders, and the public. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited college or university with major coursework in

Business Administration, Public Administration, or a related field, plus four (4) years of experience in an administrative or executive secretary capacity.

Court Clerk Associate:

Under close supervision, works in conjunction with other clerical and administrative personnel to perform a variety of routine clerical duties for the Municipal Court following established policies and procedures.

Minimum Qualifications: Graduation from an accredited high school or equivalent plus one (1) year of general clerical or secretarial experience.

Customer Service Representative:

Under general supervision, responsible for handling customer questions, complaints, and billing inquiries.

Minimum Qualifications: Graduation from an accredited high school or equivalent, plus two (2) years of experience in billing, credit counseling, or customer service.

Dispatcher:

Under general supervision, perform duties related to receiving and transmitting information and dispatching crews and equipment. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus one (1) year of dispatching or using two-way communication equipment or related experience.

Human Resources Assistant:

Performs administrative or informational human resources (HR) assistance for a variety of HR programs.

Minimum Qualifications: Graduation from an accredited high school or equivalent, plus two (2) years of experience in a field related to the job.

Library Associate:

Under limited supervision, performs functions for the daily operations of the public library, including providing information and referral services, technology assistance, public programming, and outreach engagement.

Minimum Qualifications: Graduation with an Associate degree from an accredited college or university, plus four (4) years of related work experience.

Mail Service Clerk:

Under general supervision, performs a variety of special and routine mail delivery services. Lifts and unloads containers of mail or parcels. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus one (1) year of experience in mail services or messenger delivery.

Category 2 - Light Industrial Positions

Building & Grounds Assistant:

Under general supervision, perform custodial, minor maintenance, minor construction and/or grounds keeping tasks in and around City operated buildings, grounds, parks, airports and recreation areas. Minimum Qualifications: One (1) year experience related to janitorial or grounds keeping services. Skill in lifting and carrying equipment or materials applicable to the assigned work

Inventory Control Specialist:

This position performs duties associated with warehouse and/or inventory management. Minimum Qualifications: Graduation from an accredited high school or equivalent.

Maintenance Worker III:

Under close supervision, perform routine building maintenance tasks. Ability to carry or lift items weighing up to 50 lbs, including but not limited to trash, luggage, supplies or equipment. Ability to push or pull items weighing up to 50 lbs, including but not limited to trash, luggage, supplies or equipment. Minimum Qualifications: Graduation from an accredited high school or equivalent plus one (1) year of experience in general construction, or custodial building maintenance or repair work. Texas Class "C" Operator's License.

Public Event Worker:

Under direct supervision, perform activities and services for conventions, events and trade shows in a public assembly/event/parking facility. Ability to lift and carry equipment or materials applicable to the assigned work. Loads/unloads and stacks materials by hand. Minimum Qualifications: Graduation from an accredited high school or equivalent plus two years of custodial/cashier or general labor experience.

Category 3 - Technical Positions

Business Intelligence Consultant:

Under general supervision, is responsible for utilizing Business Intelligence (BI) tools to help business teams maintain and drive improvement in business results. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited four (4) year college or university with major coursework in a related field, plus five (5) years of relevant experience in consultation and the utilization of BI tools. Graduation with a Master's degree from an accredited college or university may substitute for up to two (2) years of the required experience.

Distribution Electrician:

Under close supervision, perform apprentice level tasks to assist in installation and maintenance of electrical service. Minimum Qualification: Graduation from an accredited high school or equivalent, plus one (1) year of experience in a field related to the job. Valid Texas Class A Commercial Driver License or ability to acquire license and/or endorsements within 90 days of employment and ability to produce and maintain an acceptable driving record.

Electronic Technician:

Under close supervision, install, maintain, inspect and repair electronic communications, computer or instrumentation/control equipment. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus two (2) years of experience in repair and maintenance of electronics such as communications, computer and peripheral or control and instrumentation equipment.

Engineering Technician:

Under close supervision using fundamental concepts, practices, and procedures of technical engineering as well as drafting support functions, perform routine technical engineering and drafting support functions including: utilizing manual/computer-aided design equipment to prepare a variety of engineering drawings; gathering and researching information; performing routine mathematical calculations. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus one (1) year of related work experience

Heating & Refrigeration Mechanic:

Under close supervision, perform tasks in maintenance, repair and installation of heating, ventilation, air conditioning and refrigeration systems in City facilities. Minimum Qualifications: Graduation from an accredited high school or equivalent, plus two years of experience in building maintenance or repair which included HVAC, plumbing or electrical work.

Category 4 - Professional Positions

Contract Management Specialist:

Under direct supervision, performs contract compliance activities for assigned contracts or grants. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited college or university with major course work in Business Administration, Public Administration or other relevant field.

Event Coordinator:

Under general supervision, provide technical assistance in planning scheduled events in a public assembly/event facility. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited college or university with major coursework in Business Administration, Public Administration, Marketing, Liberal Arts or related field plus one (1) year of relevant work experience in a convention center, public assembly/event facility or other related facility/industry.

Human Resources Specialist:

Provides support, advice, and problem solving in areas of human resources (HR). Minimum Qualification: Graduation with an Associate degree from an accredited college or university with major coursework in a related field, plus two (2) years of related HR experience.

Licensed Vocational Nurse:

Under general supervision provide routine nursing care within limits of nursing knowledge, education, experience and ethical legal standards of care and assist in determining predictable healthcare needs of patients in a community healthcare center (CHC) setting. Minimum Qualifications: Graduation from an accredited high school or equivalent and licensed as a Vocational Nurse in the State of Texas. Must have current healthcare provider Cardiopulmonary Resuscitation (CPR) course completion card and will be required to maintain a current certification during employment.

Medical Technologist:

Under general supervision, perform a variety of standardized chemical, hematological, microscopic, and bacteriological tests, as well as assisting less experienced personnel in the performance of their duties. Minimum Qualifications: Graduation with a Bachelor's degree from an accredited college or university, plus one (1) year of experience in a field related to working in a clinical laboratory. Certification as a Medical Technologist by the Board of Registry of the American Society of Clinical Pathologists (ASCP) or the National Certification Agency for Medical Laboratory Personnel (NCA) or other recognized association.

Criteria for CBI Reviews: Financial Responsibilities

Addendum to HRD Procedure:

Conducting a Criminal Background Investigation, General Guidelines for a Centralized Process

Criteria Reviewed by: Financial and Administrative Services Department
Law Department

Criteria Approved:



Date:

9/9/10

Mark Washington, Director, Human Resources Department

Basis for position selection:

- Risk management issue for protection of City resources.
- Recommendation of City audit reviews.

Definitions, specific to Financial Responsibilities

Cash Handler An employee who collects payments to the City. These payments can be in the form of cash, checks or credit cards. In many cases, this same employee completes the deposit slip to record the deposit at the bank. This should also include the employee who verifies the deposit. In addition, the custodian and back up custodian of the petty cash till or box.

Other Financial Responsibilities & Financial Position Titles All employees in financial and accounting position titles. Users of Pro Cards and Travel Cards. Payroll – Timekeepers, those with check signing authority, grant funds oversight and distribution of funds to community groups. System approval access for Banner, AIMS, and Works. Users of CIS (Customer Information System) and AMANDA. Includes all executives.

TDPS Texas Department of Public Safety

FBI Federal Bureau of Investigations

Criteria

- Data sources**
- Texas Government Code §411.129 – Access to Criminal History Record Information: Employment by Municipality.
 - Texas Department of Public Safety on-line Secured Site – name based (Includes an automatic search of the Texas Department of Public Safety on-line Sex Offender Registry.)
 - Federal Bureau of Investigations – fingerprint based

- Applicable “current” Period**
- 24 months

Adverse Crimes The list is based upon:

- Crimes as defined by the **Texas Penal Code, Titles 7, 10, and 11**

In General:

- If criminal history records reflect a statutory reference or offense title that is not contained in this list or reflects an offense with a different statutory reference or name at the time of the person's conviction or arrest, consult with COA LAW to determine whether the underlying offense is the same or substantially similar to an offense on this list. If the underlying offense is the same or substantially similar to an offense on this list, it shall be considered to be an adverse offense.
- An offense term in the Texas Penal code may change during a legislative session. Some offenses in the Titles listed in this appendix have changed over the past few years.

Offenses under the Texas Penal Code	Title 7. Offenses against Property
	Chapter 29. Robbery
	§ 29.02. Robbery § 29.03. Aggravated Robbery
	Chapter 30. Burglary and Criminal Trespass
	§ 30.02. Burglary
	§ 30.03. Burglary of Coin-operated or Coin Collection Machines
	§ 30.04. Burglary of Vehicle
	§ 30.05. Criminal Trespass
	§ 30.06. Trespass by Holder of License to Carry Concealed Handgun
	Chapter 31. Theft
	§ 31.02. Consolidation of Theft Offenses
	§ 31.03. Theft
	§ 31.04. Theft of Service
	§ 31.05. Theft of Trade Secrets
	§ 31.06. Presumption for Theft by Check
	§ 31.07. Unauthorized Use of a Vehicle
	§ 31.11. Tampering with Identification Numbers
	§ 31.12. Theft of or Tampering with Multi-channel Video or Information Services
	§ 31.13. Manufacture, Distribution, or Advertisement of Multi-channel Video or Information Services Device
	§ 31.14. Sale or Lease of Multi-channel Video or Information Services Device
	§ 31.15. Possession, Manufacture or Distribution of Certain Instruments Used to Commit Retail Theft
	Chapter 32. Fraud
	§ 32.02. <i>Value</i>
	§ 32.03. <i>Aggregation of Amounts Involved in Fraud</i>
	§ 32.21. Forgery
	§ 32.22. Criminal Simulation
	§ 32.23. Trademark Counterfeiting
	§ 32.24. Stealing or Receiving Stolen Check or Similar Sight Order
	§ 32.31. Credit Card or Debit Card Abuse
	§ 32.32. False Statement to Obtain Property or Credit
	§ 32.33. Hindering Secured Creditors
	§ 32.34. Fraudulent Transfer of a Motor Vehicle
	§ 32.35. Credit Card Transaction Record Laundering
	§ 32.41. Issuance of Bad Check
	§ 32.42. Deceptive Business Practices
	§ 32.43. Commercial Bribery
	§ 32.44. Rigging Publicly Exhibited Contest
	§ 32.44.1. Illegal Recruitment of an Athlete
	§ 32.45. Misapplication of Fiduciary Property or Property of Financial Institution
	§ 32.46. Securing Execution of Document by Deception
	§ 32.47. Fraudulent Destruction, Removal or Concealment of Writing
	§ 32.48. Simulating Legal Process
	§ 32.49. Refusal to Execute Release of Fraudulent Lien or Claim
	§ 32.50. Deceptive Preparation and Marketing of Academic Product
	§ 32.51. Fraudulent Use or Possession of Identifying Information

Chapter 33. Computer Crimes
§ 33.02. Breach of Computer Security

Exhibit B

Chapter 33A. Telecommunications Crimes
§ 33A.02. Unauthorized Use of Telecommunications Service
§ 33A.03. Manufacture, Possession or Delivery of Unlawful Telecommunications Device
§ 33A.04. Theft of Telecommunications Service
§ 33A.05. Publication of Telecommunications Access Device

Chapter 34. Money Laundering
§ 34.02. Money Laundering

Chapter 35. Insurance Fraud
§ 35.02. Insurance Fraud

Chapter 36. Bribery and Corrupt Influence
§ 36.02. Bribery
§ 36.03. Coercion of Public Servant or Voter
§ 36.04. Improper Influence
§ 36.05. Tampering with Witness
§ 36.06. Obstruction or Retaliation
§ 36.07. Acceptance of Honorarium
§ 36.08. Gift to Public Servant by Person Subject to his Jurisdiction
§ 36.09. Offering Gift to Public Servant
§ 36.10. Non-applicable

Chapter 37. Perjury and Other Falsification
§ 37.01. Definitions
§ 37.02. Perjury
§ 37.03. Aggravated Perjury
§ 37.04. Materiality
§ 37.05. Retraction
§ 37.06. Inconsistent Statements
§ 37.07. Irregularities No Defense
§ 37.08. False Report to Peace Officer or Law Enforcement Employee
§ 37.081. False Report Regarding Missing Child or Missing Person
§ 37.09. Tampering With or Fabricating Physical Evidence
§ 37.10. Tampering with Governmental Record
§ 37.101. Fraudulent Filing of Financing Statement
§ 37.11. Impersonating Public Servant
§ 37.12. False Identification as Peace Officer; Misrepresentation of Property
§ 37.13. Record of a Fraudulent Court

Title 10. Offenses Against Public Health, Safety, and Morals

Chapter 47. Gambling
§ 47.02. Gambling
§ 47.03. Gambling Promotion
§ 47.04. Keeping a Gambling Place
§ 47.05. Communicating Gambling Information
§ 47.06. Possession of Gambling Device, Equipment, or Paraphernalia

Title 11. Organized Crime

Chapter 71. Organized Crime
§ 71.02. Engaging in Organized Criminal Activity
§ 71.021. Violation of Court Order Enjoining Organized Criminal Activity
§ 71.022. Soliciting Membership in a Criminal Street Gang

Exhibit B

Financial Responsibilities

CBLs for Financial Responsibility Groups	
Cash Handlers & Cash Receipt Access	Other Financial Responsibilities & Financial Position Titles
Petty Cash Custodians and back up custodians	All financial and accounting position titles
Enter and process cash receipts in Advantage 3 (payment section of AIMS)	Pro Card User Pro Card Approver
Collects payments to the City in form of cash, checks, credit cards, makes bank deposits and verifies deposits.	Travel card user
WIC Card distribution	Payroll- Timekeeper
Process Loan closing checks	Check signing authority
Taxicab voucher distribution	Grant funds: oversight and distribution of funds to community groups
Pick up of Payroll checks	System approval access – Banner, AIMS (Austin Integrated Management System), Works
	Users of CIS (Customer Information System), AMANDA

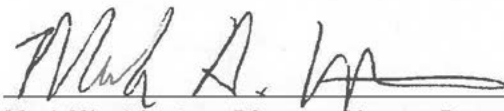
- **Cash handler:** An employee who collects payments to the City. These payments can be in the form of cash, checks or credit cards. In many cases, this same employee completes the deposit slip to record the deposit at the bank. This should also include the employee who verifies the deposit.
- **Petty Cash handler:** The custodian and back up custodian of the petty cash till or box.
- **Cash receipt access:** The cash handlers described above should have access to enter and process cash receipts in Advantage 3. This list was provided to give HR managers a list of potential cash handlers. It is possible that someone else prepares the cash receipts in Advantage, so this list should not be considered a complete list of cash handlers.
- **Financial Responsibility Group:**
 - An employee who uses a ProCard or a travel card in their job.
 - Payroll Timekeepers
 - Employees who have check signing authority.
 - Employees who monitor grants and distributes funds to community organizations.

Criteria for CBI Reviews: Vulnerable Populations

Addendum to HRD Procedure:

Conducting a Criminal Background Investigation - General Guidelines for a Centralized Process

Criteria
Approved:



Date:

9/9/10

Mark Washington, Director, Human Resources Department

Basis for
position
selection:

- Positions directly or indirectly working or in contact with vulnerable populations which include children, the disabled, and the elderly.
- Positions defined in the City ordinance Adopting Local Standards of Care for the City Parks and Recreation Department's children's recreation programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation).
- As required by provisions of MHMR grants that underwrite City programs for and with children.

Definitions, specific to working with Vulnerable Populations

Children Persons under the age of 18; see also 'youth'.
TDFPS Texas Department of Family and Protective Services
TDPS Texas Department of Public Safety

Criteria

- Data Sources**
- Texas Government Code §411.129 – Access to Criminal History Record Information: Employment by Municipality.
 - Texas Government Code §411.1401 – Access to Criminal History Record Information: Programs Providing Activities for Children
 - Texas Department of Public Safety on-line Secured Site – name based (Includes an automatic search of the Texas Department of Public Safety on-line Sex Offender Registry.)
 - Federal Bureau of Investigations – fingerprint based

Applicable • 12 months
"current" Period

Special Eligibility Guidelines Individuals who would be permanently barred under the rules of the Texas Department of Family and Protective Services (TDFPS) will not be allowed to work with any COA program which includes working with children. TDFPS rules serve as the foundation of this procedure.

Adverse Crimes This addendum focuses specifically on the offenses listed under **TDFPS Minimum Standards Rules, Title 40 of the Texas Administrative Code (TAC), Rule § 745.651 (a) and (b)**. Not included are offenses under Rule § 745.651 (c) or any like offense under the law of another state or federal law that a person committed within the past ten years.

The list is based upon:

- Crimes as defined by the **Texas Penal Code, Titles 4, 5, 6, 7, 8, 9, and 10**
- Violations of the **Texas Controlled Substances Act, Chapter 481, Subchapter D**
- Any conviction which would require a person to register as a Sex Offender or fails to comply with the requirement under **Chapter 62 of the Texas Code of Criminal Procedure, Subchapter C**.

In General:

- If criminal history records reflect a statutory reference or offense title that is not contained in this list or reflects an offense with a different statutory reference or name at the time of the person's conviction or arrest, consult with COA LAW to determine whether the underlying offense is the same or substantially similar to an offense on this list. If the underlying offense is the same or substantially similar to an offense on this list, it shall be considered to be an adverse offense.
- An offense term in the Texas Penal code or under the Texas Controlled Substance Act may change during a legislative session. Some offenses in the Titles listed in this addendum have changed over the past few years.

Offenses under the Texas Penal Code	Title 4. Inchoate Offenses
	Chapter 15. Preparatory Offenses
	§ 15.031. Criminal Solicitation of a Minor
	Title 5. Offenses Against the Person
	Chapter 19. Criminal Homicide
	§ 19.02. Murder
	§ 19.03. Capital Murder
	§ 19.04. Manslaughter
	§ 19.05. Criminally Negligent Homicide
	Chapter 20. Kidnapping and Unlawful Restraint
	§ 20.02. Unlawful Restraint
	§ 20.03. Kidnapping
	§ 20.04. Aggravated Kidnapping
	§ 20.05. Unlawful Transport
	Chapter 20A. Trafficking of Persons
	§ 20A.02. Trafficking of Person
	Chapter 21. Sexual Offenses
	§ 21.07. Public Lewdness
	§ 21.08. Indecent Exposure
	§ 21.11. Indecency with a Child
	§ 21.12. Improper Relationship Between Educator and Student
	§ 21.15. Improper Photography or Visual Recording
	Chapter 22. Assaultive Offenses
	§ 22.01. Assault
	§ 22.011. Sexual Assault
	§ 22.015. Coercing, Soliciting, or Inducing Gang Membership
	§ 22.02. Aggravated Assault
	§ 22.021. Aggravated Sexual Assault
	§ 22.04. Injury to a Child, Elderly Individual, or Disabled Individual
	§ 22.041. Abandoning or Endangering a Child
	§ 22.05. Deadly Conduct
	§ 22.07. Terroristic Threat
	§ 22.08. Aiding Suicide
	§ 22.09. Tampering with Consumer Products
	§ 22.10. Leaving a Child in a Vehicle
	§ 22.11. Harassment by Persons in Certain Correctional Facilities
	Title 6. Offenses Against the Family
	Chapter 25. Offenses Against the Family
	§ 25.01. Bigamy
	§ 25.02. Prohibited Sexual Conduct
	§ 25.03. Interference with Child Custody
	§ 25.031. Agreement to Abduct from Custody
	§ 25.04. Enticing a Child
	§ 25.05. Criminal Nonsupport
	§ 25.06. Harboring a Runaway Child
	§ 25.07. Violation of Protective Order or Magistrate's Order
	§ 25.071. Violation of Protective Order Preventing Offense Caused by Bias or Prejudice.
	§ 25.08. Sale or Purchase of Child
	§ 25.09. Advertising for Placement of Child
	§ 25.10. Interference with Rights of Guardian of the Person

Title 7. Offenses Against Property

Chapter 29. Robbery

§ 29.02. Robbery

§ 29.03. Aggravated Robbery

Chapter 30. Burglary And Criminal Trespass

§ 30.02. Burglary

§ 30.03. Burglary of Coin-Operated or Coin Collection Machines

§ 30.04. Burglary of Vehicles

Chapter 33. Computer Crimes

§ 33.021. Online Solicitation of a Minor

Title 8. Offenses Against Public Administration

Chapter 38. Obstructing Governmental Operation

§ 38.17. Failure to Stop or Report Aggravated Sexual Assault of a Child.

Title 9. Offenses Against Public Order and Decency

Chapter 42. Disorderly Conduct and Related Offenses

§ 42.072. Stalking

§ 42.09. Cruelty to Animals

§ 42.091. Attack on Assistance Animal

§ 42.10. Dog Fighting

Chapter 43. Public Indecency

Subchapter A. Prostitution

§ 43.02. Prostitution

§ 43.03. Promotion of Prostitution

§ 43.04. Aggravated Promotion of Prostitution

§ 43.05. Compelling Prostitution

Subchapter B. Obscenity

§ 43.22. Obscene Display or Distribution

§ 43.23. Obscenity

§ 43.24. Sale, Distribution, or Display of Harmful Material to Minor

§ 43.25. Sexual Performance by a Child

§ 43.251. Employment Harmful to Children

§ 43.26. Possession or Promotion of Child Pornography

Title 10. Offenses Against Public Health, Safety and Morals

Chapter 46. Weapons

§ 46.13. Making a Firearm Accessible to a Child

Chapter 49. Intoxication and Alcoholic Beverage Offenses

§ 49.02. Public Intoxication

§ 49.31. Possession of Alcoholic Beverage in Motor Vehicle

§ 49.04. Driving While Intoxicated

§ 49.045. Driving While Intoxicated with Child Passenger

§ 49.05. Flying While Intoxicated

§ 49.06. Boating While Intoxicated

§ 49.065. Assembling or Operating an Amusement Ride While Intoxicated

§ 49.07. Intoxication Assault

§ 49.08. Intoxication Manslaughter

§ 49.09. Enhanced Offense and Penalties

**Offenses under
the Health and
Safety Code**

Chapter 481. Texas Controlled Substance Act

Subchapter D. Offenses and Penalties

- §481.112. Manufacture or Delivery of Substance in Penalty Group 1 (Penalty Groups are defined in previous sections of this subchapter)
- §481.1121. Manufacture or Delivery of Substance in Penalty Group 1-A
- §481.113. Manufacture or Delivery of Substance in Penalty Group 2
- §481.114. Manufacture or Delivery of Substance in Penalty Group 3 or 4
- §481.115. Possession of Substance in Penalty Group 1
- §481.1151. Possession of Substance in Penalty Group 1-A
- §481.116. Possession of Substance in Penalty Group 2
- §481.117. Possession of Substance in Penalty Group 3
- §481.118. Possession of Substance in Penalty Group 4
- §481.119. Manufacture, Delivery, or Possession of Miscellaneous Substances
- §481.120. Delivery of Marihuana
- §481.121. Possession of Marihuana
- §481.122. Delivery of Controlled Substance or Marihuana to Child
- §481.123. Delivery, Manufacture, or Possession of Controlled Substance Analogue
- §481.124. Possession or Transport of Certain Chemicals with Intent to Manufacture Controlled Substance
- §481.1245. Possession or Transport of Anhydrous Ammonia; Use of or Tampering with Equipment
- §481.125. Possession or Delivery of Drug Paraphernalia
- §481.126. Illegal Expenditure or Investment
- §481.127. Unauthorized Disclosure of Information
- §481.128. Commercial Matters
- §481.129. Fraud
- §481.131. Diversion of Controlled Substance Property or Plant
- §481.132. Multiple Prosecutions
- §481.133. Falsification of Drug Test Results
- §481.134. Drug-Free Zones
- §481.136. Unlawful Transfer or Receipt of Chemical Precursor
- §481.137. Transfer of Precursor Substance for Unlawful Manufacture
- §481.138. Unlawful Transfer or Receipt of Chemical Laboratory Apparatus
- §481.139. Transfer of Chemical Laboratory Apparatus for Unlawful Manufacture
- §481.140. Use of Child in Commission of Offense
- §481.141. Manufacture or Delivery of a Controlled Substance Causing Death or Serious Bodily Injury

**Offenses under
the Texas Code
of Criminal
Procedure**

Chapter 62. Sex Offender Registration Program

Subchapter C. Expiration of Duty to Register; General Penalties for Noncompliance

- Art. 62.102. Failure to Comply with Registration Requirements

THIS CERTIFIES THAT

The ACT 1 Group, Inc

dba ACT 1, AGILE 1, AppleOne, At-Tech, ActOne Executive Search, ActOne Entertainment, ActOne Legal Staffing,
AppleOne Technical Staffing, AllSTEM Connections, Inc



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541611; 541612; 561311; 561320

* Description of the products/services as defined by the North American Industry Classification System (NAICS)

03/01/2019

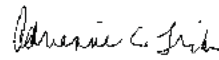
Issued Date

SC04054

Certificate Number

03/01/2020

Expiration Date


Adrienne Trimble



Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

The Act-1 Group, Inc. DBA Agile-1, AppleOne, At-Tech, Act-1

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

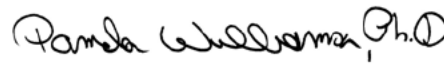
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: January 1, 2006

Expiration Date: January 1, 2020

WBENC National Certification Number: 247684

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner
Organization.



Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West

Women's
Business Enterprise
Council **WEST**

NAICS: 541612, 561110, 561311, 561320, 561330
UNSPSC: 80110000, 80111620



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 JSB3001
SOLICITATION TITLE: Temporary Staffing Solutions

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 JSB3001

SOLICITATION TITLE: Temporary Staffing Solutions

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting / Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 JSB3001
SOLICITATION TITLE: Temporary Staffing Solutions

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Romana

9/15/2019

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

December 16, 2019

Subject: Recommendation for Award of RFP 5800 JSB3001 for Temporary Staffing Services

Thank you for your response to the RFP 5800 JSB3001 Temporary Staffing Services. The evaluation team has completed their process and has recommended award to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services and St. Vincent DePaul Rehabilitation Service of Texas. Inc. dba Peak Performers.

Recommended Award for Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services.

- Category 1 – Administrative Services
- Category 2 – Light Industrial Services
- Category 3 – Technical Services
- Category 4 – Professional Services

Recommended Award for St. Vincent DePaul Rehabilitation Service of Texas. Inc. dba Peak Performers.

- Category 1 – Administrative Services
- Category 2 – Light Industrial Services
- Category 3 – Technical Services
- Category 4 – Professional Services

We appreciate your continued interest in doing business with the City of Austin. A copy of the evaluation matrix is attached.

John Besser, CTCM, CTPM
Procurement Specialist III
City of Austin Purchasing Office
john.besser@austintexas.gov
512-974-2261

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	John Besser / 512-974-2261	PM Name/Phone	Rodney Crain/ 512-974-3423
Sponsor/User Dept.	Human Resource Department	Sponsor Name/Phone	Rodney Crain/ 512-974-3423
Solicitation No	130962	Project Name	Temporary Staffing Services
Contract Amount	\$2,747,600	Ad Date (if applicable)	07/22/2019

Procurement Type

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

Provide Project Description**

Temporary Staffing Services

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

MA 8700 NN14000000001 - Cooperative Purchase - Goals were not established for this contract

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

96478 - SECRETARIAL AND CLERICAL PERSONNEL

96730 - TEMPORARY EMPLOYMENT SERVICES

John Besser

7/1/2019

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	7/2/2019	Date Assigned to BDC	7/2/2019
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Commodities 96130 and 96478 have a combined 31 Available M/WBE companies located within the SLBP area. These companies may bid as prime vendors.

Subcontracting Opportunities Identified

No subcontracting opportunities identified..

Kenneth Kalu	
SMBR Staff Kenneth Kalu	Signature/ Date Kenneth Kalu 7/3/2019
SMBR Director or Designee	Date
Returned to/ Date:	