



Amendment No. 2  
to  
Contract No. NA160000068  
for  
Inoculations & Various Medical Testing Services  
Between  
Capital Area Occupational Medicine  
St. David's Occupational Health Services  
and the  
City of Austin

- 1.0 The City hereby exercises an extension option for the subject contract. This extension option will be effective March 4, 2020 through March 3, 2021. One extension option remains.
- 2.0 Effective as of March 4, 2020, the City accepts an increase as requested by Capital Area Occupational Medicine dba St. David's Occupational Health Services to the unit price for Line Item 13 – Varicella on Section 0600 – Bid Sheet. The unit price for Line Item 13 - Varicella is hereby increased to \$157.48.
- 3.0 The total contract amount is unchanged. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/04/2016 – 03/03/2019	\$1,396,245.00	\$1,396,245.00
Amendment No. 1: Extension 1 03/04/2019 – 03/03/2020	\$465,415.00	\$1,861,660.00
Amendment No. 2: Extension 2 03/04/2020 – 03/03/2021	\$0.00	\$1,861,660.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  2/21/2020

Printed Name: CHRIS P. KADLECSEK  
Authorized Representative  
Capital Area Occupational Medicine dba  
St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
[Chris.kadlecsek@stdavids.com](mailto:Chris.kadlecsek@stdavids.com)  
512-544-8195

Sign/Date:  3.3.2020

Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA160000068  
for  
Inoculations & Various Medical Testing Services  
Between  
Capital Area Occupational Medicine  
St. David's Occupational Health Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 4, 2019 through March 3, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$465,415.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/04/2016 – 03/03/2019	\$1,396,245.00	\$1,396,245.00
Amendment No. 1: Extension 1 03/04/2019 – 03/03/2020	\$465,415.00	\$1,861,660.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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 SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Chris Kadlecek  
Authorized Representative

Capital Area Occupational Medicine dba  
St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
[Chris.kadlecek@stdavids.com](mailto:Chris.kadlecek@stdavids.com)  
512-544-8195

Sign/Date:

Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 4, 2016

St. Davids Occupational Health Services  
Chris Kadlecek, Director  
918 E. 32<sup>nd</sup> Street  
Austin, TX 78705  
[Chris.Kadlecek@stdavids.com](mailto:Chris.Kadlecek@stdavids.com)

Dear Chris:

The Austin City Council approved the execution of a contract with your company for Inoculations & Various Medical Testing Services in accordance with the referenced solicitation.

Responsible Department:	Emergency Medical Services
Department Contact Person:	Bill Alderete
Department Contact Email:	<a href="mailto:William.Alderete@austintexas.gov">William.Alderete@austintexas.gov</a>
Department Contact Telephone:	512-978-0485
Project Name:	Inoculations & Various Medical Testing Services
Contractor Name:	St. David's Occupational Health Services
Contract Number:	NA160000068
Contract Period:	3/4/16 – 3/3/19
Dollar Amount	\$1,396,245 for 36 month base term
Extension Options:	3, 12-month options at \$465,415 per option
Solicitation Type & Number:	IFB-BV EAD0613
Agenda Item Number:	8
Council Approval Date:	3/3/16

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,

Erin D'Vincent  
Senior Buyer Specialist  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Capital Area Occupational Medicine, dba St. Davids Occupational Health Services  
("Contractor")  
for  
Inoculation & Various Medical Testing Services  
NA160000068**

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 St. Davids Occupational Health Services having offices at Austin, TX 78705 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 IFB-BV EAD0613.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid Best-Value (IFB-BV), EAD0613 including all documents incorporated by reference
- 1.1.3 St. Davids Occupational Health Services Offer, dated 11/17/15, including subsequent clarifications

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

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

**1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.**

**1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,396,245 for the initial Contract term and \$465,415 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.**

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



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

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

St. Davids Occupational Health Services

CITY OF AUSTIN

Chris P. Kadlecsek  
Printed Name of Authorized Person

  
Signature

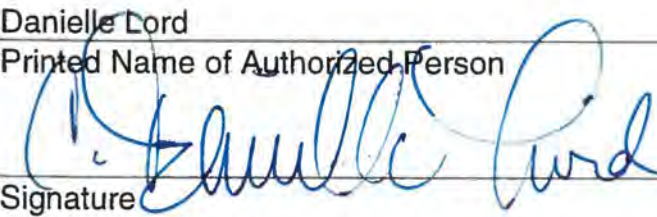
Director  
Title:  
3/1/16  
Date:

Erin D'Vincent  
Printed Name of Authorized Person

  
Signature

Senior Buyer Specialist  
Title:  
3-3-16  
Date:

Approved By:

Danielle Lord  
Printed Name of Authorized Person  
  
Signature

Purchasing Manager Corporate  
Title:  
3/3/16  
Date:

# **St+David's** | **OCCUPATIONAL HEALTH SERVICES**

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## **Invitation for Bid**

### **City of Austin Inoculation & Various Medical Testing Services**

**Solicitation No: IFB-BV EQD0613**

**November 16, 2015**

Submitted by:

**St. David's Occupational Health Services  
918 East 32<sup>nd</sup> Street  
Austin, Texas 78705  
(512) 544-8195**

**Contact: Chris Kadlecek, Jolene Shriner**



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID BEST VALUE (IFB-BV)**  
**OFFER SHEET**

**SOLICITATION NO:** EAD0613

**DATE ISSUED:** 10/26/15

**REQUISITION NO.:** 15100900032

**COMMODITY CODE:** 94892

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

Erin D'Vincent  
Senior Buyer Specialist  
512-974-3070  
[erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Inoculation & Various  
Medical Testing Services

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**BID DUE PRIOR TO:** 11/18/15, 2:00 PM, local time

**BID OPENING TIME AND DATE:** 11/18/15, 2:15 PM, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please  
select this link

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response for Solicitation # EAD0613	Purchasing Office-Response Enclosed for Solicitation # EAD0613
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF THE ORIGINAL ON SIX SEPARATE FLASH  
DRIVES IN PDF VERSION OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	3
0600	BID SHEET – Must be completed and returned with Offer	2
0610	BUSINESS ASSOCIATE AGREEMENT	5
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

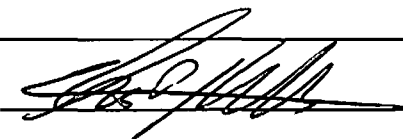
**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

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



Company Name: St. David's Occupational Health Services  
Company Address: 918 E. 32nd Street  
City, State, Zip: Austin, TX 78705  
Federal Tax ID No. [REDACTED]  
Printed Name of Officer or Authorized Representative: Chris P. Kadlecek  
Title: Director  
Signature of Officer or Authorized Representative:   
Date: 11-17-2015  
Email Address: Chris.Kadlecek@stdavids.com  
Phone Number: 512-544-8195

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

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

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

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

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

**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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PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

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

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

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

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

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

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

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

**17. RIGHT TO AUDIT:**

- 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. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY – PRICE:**

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

**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.



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

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
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 49. 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

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

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

**A. General Requirements.**

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

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, 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

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
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

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
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



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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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**54. EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror'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 Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov) no later than 10 business days before the bid due date.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
    - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of  
  
\$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed are estimates for the first year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall be mailed to the address listed on each delivery order.
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**6. PUBLISHED PRICE LISTS:**

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

**7. LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the 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 purpose. The Contractor shall submit a complete list of all persons requiring access to the building at least thirty (30) days in advance of their need for access. 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 no more than twenty (20) days after receipt of the Contractor's submittal.
- 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.



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- C. Contractor personnel will be required to check in at the security desk when entering or leaving the 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, seven days in advance. 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.

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

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Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: pcu32541-32541	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: Pharmaceutical and medicine mfg	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Items 1 – 16	

- 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.

11. **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.

12. **CONTRACT MANAGER:** Contract Manager's will be provided upon award of contract and will act as the contact point between the City and the Contractor during the term of the Contract:

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

**City of Austin**  
**Scope of Work**  
**Inoculation & Various Medical Testing Services**

**1.0 PURPOSE**

The City of Austin ("City") seeks bids from qualified Contractors to provide inoculation and various medical testing services for City employees for the Emergency Medical Services (EMS) Department, Building Services Department (BSD), Health and Human Services Department (HHSD), Animal Services Office (ASO), Austin Water (AW), and Austin Resource Recovery (ARR) Department. Departments may be added or deleted off of this contract during the term of the contract. Services shall be able to be provided at both the Contractor's facility and at scheduled City of Austin work-sites.

**2.0 CONTRACTOR EXPERIENCE**

Contractor shall have provided inoculation and testing services contained in this scope of work for at least the previous three years.

**2.1 Operational Site Requirements**

2.1.1 Contractor shall have at least three fully-staffed sites within the Austin city limits for employees sent to Contractor's facility for services.

2.1.2 Contractor's business hours shall be at a minimum, Monday through Friday from 8:00 am to 5:00 pm Central Standard Time.

**2.2 Contractor Staffing Requirements**

2.2.1 Staff performing services shall be licensed health care or medical professionals legally authorized to perform these services.

2.2.2 Staff shall be licensed and trained to be able to immediately respond with emergency treatment for any allergic reactions that may occur from services provided. The Department Contract Manager shall be notified immediately via phone call and email if an employee has an allergic reaction.

2.2.3 Contractor shall provide copies of all certifications and/or licenses required for staff and equipment providing services with their bid.

**3.0 SCOPE OF SERVICES**

**3.1 General Requirements**

3.1.1 The Contractor shall provide all pharmaceuticals, medical supplies, equipment, facilities, waste disposal, and labor necessary to provide inoculations and related services.

3.1.2 All equipment, instruments, and services shall comply with all applicable City, State, and Federal laws, regulations, and ordinances relating to the services contained in this scope of work.

**3.2 Inoculation Requirements**

3.2.1 Inoculations shall meet all current medical standards at the time the service is provided. Boosters shall be provided as recommended by the U.S. Public Health Services.

3.2.2 Vaccinations (including flu vaccine) shall be provided per the Center for Disease Control, Recommended Vaccines for healthcare workers and for the other City employees. Reference: <http://www.cdc.gov/flu/professionals/index.htm> and <http://www.cdc.gov/vaccines/schedules/index.html>

3.2.3 Pre-vaccination and post-vaccination tests shall be available under this contract.

### **3.3 Service Requirements**

3.3.1 The Contractor shall provide observation services as current medical standards dictate following the injections to watch for symptoms of anaphylactic or other allergic reactions from the treated employees.

3.3.2 The Contractor shall educate employees regarding the following prior to each injection:

- Risks and Benefits
- Potential Allergic Reactions
- Follow-up Policy and Timeline
- Other Information as Applicable

3.3.3 Contractor shall arrange for onsite services at a City of Austin work-site upon notification by City's Department Contract Manager. The Contract Manager will contact the Contractor with at least 14 calendar days notice and will include the type of services, location, times, and estimated number of employees scheduled.

3.3.4 Onsite arrangements by the City at City facilities will have a minimum ten (10) employees scheduled for services.

3.3.5 Contractor shall maintain sufficient quantities of pharmaceuticals and staff to perform any of the services contained on the bid sheet within 14 days of a request by the City's Contract Manager.

### **3.4 Administrative Requirements and Records Control Policy**

3.4.1 The Successful Contractor shall initiate a meeting with each Departmental Contract Manager within five (5) business days after the contract is awarded regarding administration of inoculations and the required records.

3.4.2 Contractor shall maintain City employee immunizations records in accordance with current City, State, and Federal laws, regulations, ordinances, and contractual requirements relating to the services provided.

3.4.3 At the request of City employees, the Contractor shall provide their Medical Information Privacy Policy for and process for protecting personal and medical information.

### **3.5 Notification Requirements**

3.5.1 The Contractor should have a system in place to remind employees of required follow-up visits for subsequent inoculations.

3.5.2 A copy of the follow-up visit notification procedures shall be provided to each Departmental Contract Manager upon contract award, upon request.

3.5.3 The Contractor shall provide results of each visit to each Departmental Contract Manager in 14 calendar days or less after the service has been administered.

## **4.0 OTHER REQUIREMENTS**

4.1 Contractor shall provide a monthly invoice and itemized statement for each department and if requested, attach documentation of each individual service.

4.2 If Contractor provides services at City of Austin worksites, the City will have the corresponding Departmental Contract Manager, or designee, present while services are being performed by the Contractor's staff.

4.3 The City reserves the right to add vaccines as needed in order to ensure the most current vaccination protection for City employees and healthcare workers.

## **5.0 BEST-VALUE CRITERIA**

Contract will be awarded to the Contractor who can demonstrate that they are able to provide the best-value to the City of Austin, rather than the lowest price. Failure to provide the information in each the sections may result in bid being non-responsive and disqualified.

### **100 Points**

#### **Cost – 55 points**

Bidder with the lowest overall cost. The bidder with the lowest cost is awarded the maximum points; other bidders are awarded points on a pro-rated basis

#### **Number, location, and staffing of Contractor immunization locations – 20 points**

Explain the number of locations, address of locations, hours of locations, and staffing levels at each location the City may utilize under this contract. Confirm that all services requested on the bid sheet are available at each of the locations listed.

#### **Company Experience, Licensed Employees, and Professional Certifications – 10 points**

Explain your company history and experience including number of years in business, types of services your company can and does provide, documentation of professional certifications and licenses for staff supporting this contract, and any additional information deemed important by your company for evaluation of this section.

#### **Record Control System Capabilities – 5 points**

Explain your company's capabilities for record control and notifications to employees and Department Contract Managers.

#### **Local Business Presence – 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

#### **Optional at City discretion: Interviews – Maximum 25 points**

Interviews may be conducted at the discretion of the City. The City will score bids based on the items listed above. The City may select a "short list" of bids based on those scores. Short listed bidders may be invited for interviews with the City. The City reserves the right to rescore short listed bidders as a result of the interviews and to make an award recommendation on that basis.

**BID SHEET**  
**CITY OF AUSTIN**  
**IFB-BV EAD0613**  
**Inoculation & Various Medical Testing Services**

**RQM: 15100900032**

**DUE DATE: 11/18/15, 2:00 PM, local time**

**BUYER: Erin D'Vincent**

**Copies of Bid: Vendor must submit 1 original paper copy and 1 electronic copy of bid in PDF on 6 flash drives.**

**Special Instructions:**

**Bidder shall be able to provide all services below in order to be considered for award. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Failure to respond to each section of this bid sheet may result in disqualification of your bid. The quantities noted below are annual estimates and not a guarantee of actual volume.**

**PRICE - 55 Points**  
**Sections A**

Item	Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
1	Hepatitis A Series (2 Vaccinations)	350	EACH SERIES	\$162.00	\$56,700.00
2	Hepatitis B Series (3 Vaccinations)	350	EACH SERIES	\$201.00	\$70,350.00
3	Hepatitis A & B Combination Series (3 Vaccinations)	250	EACH SERIES	\$342.00	\$85,500.00
4	Hepatitis Booster	125	EACH	\$67.00	\$8,375.00
5	Seasonal Influenza (Quadrivalent)	300	EACH	\$34.00	\$10,200.00
6	Pandemic Influenza (each administration)	100	EACH	\$12.00	\$1,200.00
7	Pre Blood Tests (i.e. Antibody Blood Titer for Hepatitis B	130	EACH	\$34.00	\$4,420.00
8	Post- Blood Tests (i.e. Antibody Blood Titer) for Hepatitis B	130	EACH	\$34.00	\$4,420.00
9	Tuberculosis (TB) Skin Test	500	EACH	\$22.00	\$11,000.00
10	Tetanus	250	EACH	\$38.00	\$9,500.00
11	Tuberculosis (TB) T-Spot Blood Test**	450	EACH	\$70.00	\$31,500.00
12	Tuberculosis (TB) Quantiferon Gold **	450	EACH	\$95.00	\$42,750.00
13	Varicella	250	EACH	\$132.00	\$33,000.00
14	Measles, Mumps and Rubella (MMR)	150	EACH	\$82.00	\$12,300.00
15	Tetanus, diphtheria, pertussis (Tdap)	100	EACH	\$47.00	\$4,700.00
16	Rabavert	150	EACH	\$330.00	\$49,500.00

**\*\* The Tspot Blood Test is our preferred test for tuberculosis. Quantiferon gold, while available, is not a supported testing medium.**

**SUBTOTAL**

**\$435,415.00**



**SECTION B - Number, location, and staffing of Contractor immunization locations – 25 points**

On a separate document, explain the number of locations, address of locations, hours of locations, and staffing levels at each location the City may utilize under this contract. Confirm that all services requested on the bid sheet are available at each of the locations listed. Reference Section 0500 Scope of Work 2.1.1 and 2.1.2.

**SECTION C - Company Experience, Licensed Employees, and Professional Certifications – 15 points**

On a separate document, explain your company history and experience including number of years in business, types of services your company can and does provide, documentation of professional certifications and licenses for staff supporting this contract, and any additional information deemed important by your company for evaluation of this section.


**SECTION D - Record Control System Capabilities – 5 points**

On a separate document, explain your company's capabilities for record control and notifications to employees and Department Contract Managers.

**FOR INFORMATIONAL PURPOSES ONLY: THE CITY MAY WISH TO PURCHASE ADDITIONAL SERVICES FROM THE SUCCESSFUL BIDDER IN THE FUTURE. ON THE LINE BELOW, PLEASE PROVIDE THE DISCOUNT OFFERED TO THE CITY FOR ANY NON-SPECIFIED SERVICE DURING THE COURSE OF THE RESULTING CONTRACT. IF A DISCOUNT IS NOT AVAILABLE, PLEASE MARK AS N/A OR 0. A SLASH THROUGH THIS SECTION OR BEING LEFT BLANK WILL NOT BE ACCEPTED.**

Services Not Listed Above	% Discount	Estimated Annual Spend
	Zero to Fifteen percent based on volume	\$30,000

COMPANY NAME: ST DAVID'S OCCUPATIONAL HEALTH SERVICES

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

DATE: 11/17/15

PRINTED NAME: CHRIS P. KADLECICK

EMAIL ADDRESS: CHRIS.KADLECICK@STDAVIDS.COM PHONE: 512 544-8195

**Background:**

St. David's Occupational Health Services (OHS) opened in 1994 with a mission of providing employment screening and healthcare solutions to Central Texas employers. St. David's Occupational Health Services tailored its product line to manage injured workers, meet industry regulatory standards, and reduce overall health benefit and screening costs. St. David's Occupational Health Services offers a centralized occupational health clinic and maintains a collaborative relationship with nine St. David's emergency departments for 24 hour/ 7 day a week work injury care. For years St. David's OHS has taken pride in being the provider of choice for the Austin Police Department, Texas Department of Public Safety, Texas Parks and Wildlife, and the University of Texas in addition to many other government and non-government employers. St. David's OHS works one on one with each of these employers to provide the services they require.

**Mission:**

St. David's Healthcare's mission is "To provide exceptional care to every patient every day with a spirit of warmth, friendliness, and personal pride". St. David's Occupational Health Services embodies this approach and expands on it to recognize the responsibility of employers and the diverse nature of their employees' health needs. Our internal mission is to be the healthcare resource Central Texas employers recognize for having the answers and solutions to their employees' health requirements.

**Values:**

ICARE: Integrity, Compassion, Accountability, Respect and Excellence.

The application of these values includes:

- Upholding strict medical confidentiality
- Promoting the health and safety of individuals both in the workplace and in the environment
- Maintaining impartiality
- Practicing evidence-based medicine
- Communicating

## **Operational Site Requirements (Scope of Work 2.1 and 2.2)**

The St. David's Occupational Health clinic includes an on-site lab, radiology, examination rooms, and stress testing capability. In addition, St. David's Occupational Health works in conjunction with the St. David's Medical Center Pharmacy to obtain and store the quantities of vaccine required to service our healthcare providers, first responders and others benefiting from immunity to vaccine preventable diseases. St. David's Occupational Health Services currently provides physical examination, immunization, laboratory testing and substance abuse testing to over 800 employers. In addition we provide regulatory screenings and immunizations to the over 8000 employees of St. David's Healthcare.

- 1) St. David's Occupational Health Services
  - a. St. David's Medical Center, 918 E. 32<sup>nd</sup> Street
    - i. M-F 08:00-17:00

St. David's Occupational Health includes Employee Health licensed nursing staff at the primary hospital campuses including these locations in Austin:

- 1) South Austin Medical Center
  - a. South Austin Medical Center, 901 W. Ben White
    - i. M-F 0700-16:30
- 2) North Austin Medical Center
  - a. North Austin Medical Center, 12221 Mopac Service Rd
    - i. M-F 0700-16:30

Arrangements can be made at each of these facilities to provide the services listed in this contract. The primary immunization and lab testing location for Austin is the central location of Occupational Health Services.

St. David's Occupational Health staff includes a Medical Director, Occupational Medicine Physician, Advance Practice Providers (Physician assistants, Nurse Practitioners), Occupational Health Nurses, Employee Health Nurses, and Medical Assistants as well as non-clinical support staff. Licenses and / or certifications of licensure are included for review as are staff biographies.

## **SCOPE OF SERVICES**

### **Purpose:**

To provide City of Austin specified employees Immunization and Medical Testing related to infectious and vaccine preventable diseases.

All immunizations and testing follow current medical best practice guidelines as established by the CDC, OSHA, APIC, ACOEM, Texas Department of Health, and other applicable regulatory agencies.

The collaborative affiliation with St. David's Medical Center Pharmacy ensures access to available vaccines and the ability to order quantities of vaccine. Influenza vaccine orders are placed January of the vaccination year and requires advanced notice for substantial quantities (> 300)

Onsite events for immunizations or blood draws can be facilitated for 10 or more employees in the Austin area.

### **Record Keeping**

St. David's Occupational Health Services is capable of meeting with each City Departmental point of contact following award of the contract and can assist in identifying or developing any required vaccination program.

Records of all immunizations and blood testing are maintained in accordance to all current regulations, ordinances, and contractual requirements. These records are electronic and include the ability to produce departmental listings of employee immunization status.

St. David's Occupational Health Services follows all HIPPA regulations to ensure the safety and confidentiality of protected patient information. Annual competency reviews are conducted for all staff. Patients are provided and may request copies of the privacy policies at any time.

### **Notification**

St. David's Occupational Health has a "Recall" system providing notification of when follow-up (2<sup>nd</sup> and 3<sup>rd</sup> doses) of vaccines are due and assisting in the successful administration of an vaccine preventable disease immunization program. These notifications are targeted directly to the employee but also include departmental level listings available to the departmental point of contact.

Immunization records can be provided to departmental contacts within 14 days. In addition, departmental summaries can be provided upon request.

### **Invoicing**

Invoicing shall be monthly and will be itemized by department. Each service will be identified as will the recipient.

## **Performance Requirements**

### **LIABILITY/WORKERS' COMPENSATION INSURANCE**

St. David's Healthcare maintains professional liability insurance/general liability insurance issued by a carrier admitted to the State of Texas. Limits will not be less than \$5 million for professional liability and \$1 million in general liability. Evidence of insurance will be provided upon award of contract. HCA/St. David's Healthcare has elected to provide work injury benefits under the HCA Healthcare Corporation Employee Health and Safety Program Benefit Plan. The Plan complies with state and federal laws, and is maintained for the exclusive benefits of eligible employees. Under the plan, certain medical treatment and wage replacement benefits are provided for employees for work-related, on-the-job injuries or diseases. In the event of an accidental on-the-job work related injury or disease, the plan will provide for 100% of covered reasonable and necessary medical expenses and 100% wage replacement benefits. HCA/St. David's Healthcare is a non-subscriber to the Texas Workers' Compensation Act and thus, does not provide workers' compensation insurance benefits to employees.

All certificates of insurance with any required clauses will be provided upon award of contract and request of the City.

### **Employees of St. David's Healthcare**

#### **St. David's Healthcare**

Background investigations are performed on all St. David's Healthcare new hires, transfers from other affiliated facilities, and rehires. Background investigations are performed by PreCheck, Inc. The criteria for investigations are listed below.

- Social security number verification
- Criminal search (seven years or up to six criminal searches)
- Employment verification (last two employees or seven years, whichever is longer)
- Violent sexual offender and predator registry search
- HHS/OIG list of excluded individuals and entities
- GSA list of parties excluded from federal programs
- Education verification (highest level)
- Professional license verification
- Certification and designations check
- Professional disciplinary action search
- Department of Motor Vehicle driving history

St. David's Medical Center supports a drug-free workplace through a mandatory pre-employment, post-accident, and reasonable suspicion drug testing policy.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**SOLICITATION NUMBER: IFB-BV EAD0613**

This Agreement is made and entered into between the City of Austin (“City”) and the person or entity identified in the signature block below (the “Business Associate”), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. **Definitions.** As used in this Agreement:

- A. **“HIPAA Rules”** and/or **“HIPAA”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **“Individually Identifiable Health Information”** shall mean information collected from an individual, including demographic information, that:
  - i. Is created or received by the City and provided to the Business Associate; and
  - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
  - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **“Protected Health Information”** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **“Agent”** and **“Subcontractor”** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate’s responsibilities under its services agreement with the City.
- E. **“Business Associate”** shall have the same meaning as the term “business associate” set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. **Permitted Uses and Disclosures of Protected Health Information by Business Associate.**

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**SOLICITATION NUMBER: IFB-BV EAD0613**

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

**3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.**

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in “marketing,” as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate’s obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
  - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
  - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
  - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

**4. Safeguards for Protected Health Information.**

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate’s facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**SOLICITATION NUMBER: IFB-BV EAD0613**

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
  - i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
  - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
  - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:



**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT  
CITY OF AUSTIN PURCHASING OFFICE  
SOLICITATION NUMBER: IFB-BV EAD0613**

- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

**5. Term of this Agreement; Termination; Procedures upon Termination.**

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire on the last day of the contract. The City may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

**6. Other Provisions.**

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

**SECTION 0610 – HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**SOLICITATION NUMBER: IFB-BV EAD0613**

- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	To the Business Associate:
Name: <u>Erin Vincent</u>	Name: <u>Chris P. Kadlecek</u>
Phone: <u>512-974-2500</u>	Phone: <u>512-544-8195</u>
Fax: <u>512-974-6742</u>	Fax: <u>512-544-8285</u>
Email: <u>erin.vincent@austintexas.gov</u>	Email: <u>Chris.Kadlecek@stdavids.com</u>

- D. **Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

**THE CITY OF AUSTIN, TEXAS**

By: [Signature]  
[Signature]  
Name: Erin Vincent  
Title: Jr. Buyer Specialist  
Date: 2/11/16

**THE BUSINESS ASSOCIATE:**

By: [Signature]  
[Signature]  
Name: Chris P. Kadlecek  
Title: Director  
Organization Name: St. David's OHS  
Date: 11-17-2015

**Section 0700: Reference Sheet**

The following information is required for this solicitation. Provide three references of a similar size and scope for the types of services the City is requesting.

Responding Company Name St. David's Occupational Health Svcs.

1. Company's Name Career Point College (Health Professionals)  
Name and Title of Contact Melinda Janis - Student / Employee Health Nurse  
Present Address 9001 N. IH 35 #105  
City, State, Zip Code Austin, TX 78753  
Telephone Number (512) 617-2218 Fax Number (512) 617-2262  
Email Address mjamis@careerpointcollege.edu

2. Company's Name Austin Lakes Hospital  
Name and Title of Contact Dan Smith - HR - Administration  
Present Address 1025 E 32nd Street  
City, State, Zip Code Austin, TX 78705  
Telephone Number (512) 544-8494 Fax Number (512) 544-5946  
Email Address dan.smith@UHSINC.com

3. Company's Name Georgetown Fire Department  
Name and Title of Contact Hank Jones  
Present Address 103 W. 9th Street  
City, State, Zip Code Georgetown Fire Department  
Telephone Number (512) 930-3609 Fax Number (512) 930-2502  
Email Address Hank.Jones@Georgetown.org

**Section 0815: Living Wages Contractor Certification**

Company Name St. David's Occupational Health Services

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

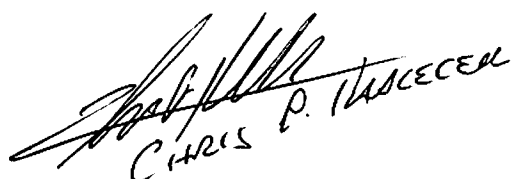
The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Chris Kadlecek Jolene Shriner Valerie Moreland	Director Operations Mgr Billing Mgr
Dan Gill LeAnne Schram	Nurse - Clinic Mgr Paramedic - Clinic Spvr
Doreen Handzlik Dorian Thomas	Nurse - Employee Health Medical Assistant
Lesa Rivers Shannon Buell Julie Gamboa	Medical Assistant Office Coordinator Injury Care Coordinator
Ashley Lujan Jenna Cope	Scheduler - Registrar Scheduler - Registrar

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

  
CHRIS P. KADLECEK


11/17/15

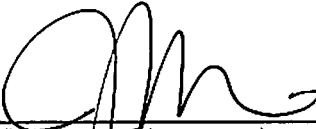
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <i>Medical Assistant</i>	
Signature of Employee 	Date <i>11/17/15</i>
Type or Print Name Insert Employee's Name <i>Dorian Thomas</i>	

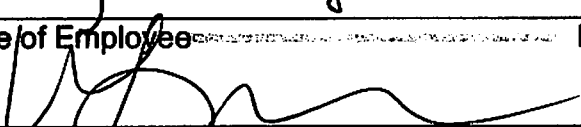
  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)

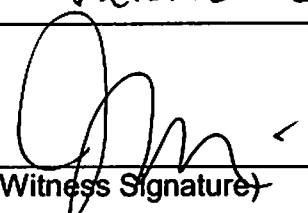
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <i>Billing Manager</i>	
Signature of Employee 	Date: <i>11/17/15</i>
Type or Print Name Insert Employee's Name <i>Valerie L Moreland</i>	

  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)



**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <div style="text-align: center; font-family: cursive; font-size: 1.2em;">DIRECTOR</div>	
Signature of Employee <div style="text-align: center; font-family: cursive; font-size: 1.2em;">[Signature]</div>	Date <div style="text-align: center; font-family: cursive; font-size: 1.2em;">11/16/15</div>
Type or Print Name Insert Employee's Name <div style="text-align: center; font-family: cursive; font-size: 1.2em;">CHARLES P. KADLECZEK</div>	

[Signature]

(Witness Signature)

Jolene Shriner

(Printed Name)


**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <div style="font-size: 1.5em; font-family: cursive;">Nurse RN</div>	
Signature of Employee <div style="font-size: 1.5em; font-family: cursive;">Signature Dan Gill</div>	Date <div style="font-size: 1.5em; font-family: cursive;">11/17/15</div>
Type or Print Name Insert Employee's Name <div style="font-size: 1.5em; font-family: cursive;">Dan Gill RN</div>	



(Witness Signature)

Jolene Shriner

(Printed Name)

out of office

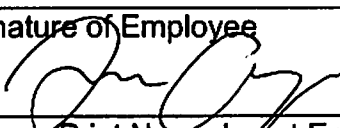


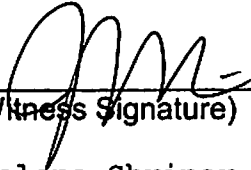
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

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Employee's Title: Insert Employee's Title Registrar	
Signature of Employee 	Date 11/17/2015
Type or Print Name Insert Employee's Name Jenna Cope	

  
\_\_\_\_\_  
(Witness Signature)  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)


**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <i>Registrar</i>	
Signature of Employee <i>Ashley Lujan</i>	Date <i>11/17/15</i>
Type or Print Name (Insert Employee's Name) <i>Ashley Lujan</i>	

  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)

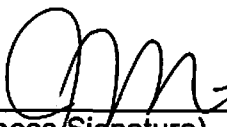
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <div style="text-align: center; font-size: 1.2em;">Office Coordinator</div>	
Signature of Employee <div style="text-align: center; font-size: 1.2em;">Shannon Buell</div>	Date <div style="text-align: center; font-size: 1.2em;">11/17/15</div>
Type or Print Name Insert Employee's Name <div style="text-align: center; font-size: 1.2em;">Shannon Buell</div>	

  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)

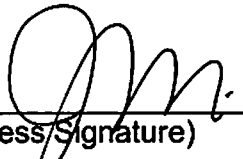
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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Employee's Title: Insert Employee's Title <div style="font-size: 1.2em; font-family: cursive;">Injury Care Specialist</div>	
Signature of Employee <div style="font-size: 1.2em; font-family: cursive;">Julie Gamboa</div>	Date <div style="font-size: 1.2em; font-family: cursive;">11-17-15</div>
Type or Print Name Insert Employee's Name <div style="font-size: 1.2em; font-family: cursive;">Julia Gamboa</div>	

  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)


**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">Clinical Services Supervisor</div>	
Signature of Employee <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">LeAnne Schram</div>	Date <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">11/17/15</div>
Type or Print Name Insert Employee's Name <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">LeAnne Schram</div>	

  
\_\_\_\_\_  
(Witness Signature)

Jolene Shriner

\_\_\_\_\_  
(Printed Name)

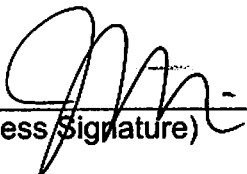
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name St. David's Occupational Health Svcs	

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Employee's Title: Insert Employee's Title RN	
Signature of Employee Doreen Handzlik RN	Date 11-17-15
Type or Print Name Insert Employee's Name Doreen Handzlik	

  
(Witness Signature)  
Jolene Shriner  
(Printed Name)


**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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Employee's Title: Insert Employee's Title <i>Dalecia Rivers</i>	<i>medical assistant</i> <i>11.17.2015</i>
Signature of Employee <i>Dalecia Rivers</i>	Date <i>11.17-15</i>
Type or Print Name Insert Employee's Name <i>Dalecia RIVERS</i>	

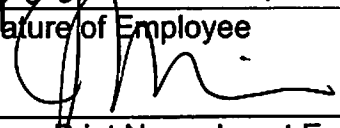
  
\_\_\_\_\_  
(Witness Signature)  
  
Jolene Shriner  
\_\_\_\_\_  
(Printed Name)

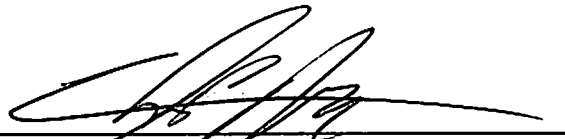
**CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number IFBBV 9300 EAD0613	Description of Services: Insert Description Inoculation & Various Medical Testing Svcs
Contractor Name: Insert Contractor's Name    St. David's Occupational Health Svcs	

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I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.03 per hour.

Employee's Title: Insert Employee's Title <i>Operations Manager</i>	
Signature of Employee 	Date <i>11/17/2015</i>
Type or Print Name Insert Employee's Name <i>Jolene Shriner</i>	

  
(Witness Signature)

~~Jolene Shriner~~ *Chris KADECEK*  
(Printed Name)



**Section 0835: Non-Resident Bidder Provisions**

Company Name St. David's Occupational Health Services

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.


- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A

Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

  
CHRIS P. PROCECE 11/17/18

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: EAD0613

PROJECT NAME: Inoculation & Various Medical Testing Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

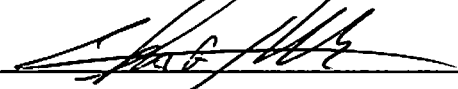
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

St. David's Occupational Health Services

Company Name

Chris P. Kadlecek, Director

Name and Title of Authorized Representative (Print or Type)



Signature

Date

11/17/15

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: EAD0613

PROJECT NAME: Inoculation & Various Medical Testing Services

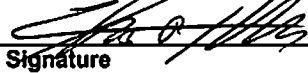
**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	St. David's Occupational Health Services		
Address	918 E. 32nd Street		
City, State Zip	Austin, TX 78705		
Phone Number	512-544-8195	Fax Number	512-544-8285
Name of Contact Person	Jolene Shriner		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Chris P. Kadlecsek - Director

Name and Title of Authorized Representative (Print or Type)



Signature

Date

11/17/15

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

# **StDavid's** | **OCCUPATIONAL HEALTH SERVICES**

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## **CHRIS KADLECEK, PT**

Chris Kadlecek is the Director of St. David's Occupational Health Services. He has been with St. David's OHS since its inception. He obtained his Physical Therapy degree from Texas State University in 1989 and has practiced within St. David's Medical Center for the last 26 years. He possesses specialized training in ergonomic assessments and interventions, work site analysis with identification and quantification of essential functions, and in developing functional job descriptions compliant with ADA requirements. In addition to providing direct physical therapy, he is trained in performing functional capacity evaluations, stress testing, and develops the agility testing processes used during pre-placement examinations. Chris is a licensed Physical Therapist, CAOHC audiology technician, and certified in DOT drug testing.

## **DANA B MIRKIN, MD**

Dana Mirkin, MD has over 30 years of training and experience in Occupational Medicine. Dr. Mirkin completed his undergraduate work in Chemical Engineering at Purdue University, graduating with distinction. He went on to obtain his Doctor of Medicine from the University of Illinois. Dr. Mirkin spent one year as a Rotating Intern with the US Air Force Medical Center, Scott Air Force Base in Illinois prior to completing his Residency in Occupational Medicine at the University Of Cincinnati Medical Center Institute Of Environmental Health.

Upon completion of his training, Dr. Mirkin spent two years as an Occupational Medicine Consultant with the US Air Force. After a short assignment with Proctor & Gamble, Dr. Mirkin joined BP Oil. Dr. Mirkin began his 13-year career with that company as a *Regional Medical Director*. He held the position of *Regional Medical Advisor, North America* prior to leaving the company to gain additional training for more than a year as a Fellow in Medical Toxicology at Oregon Health Sciences University in Portland, Oregon.

Dr. Mirkin is a Diplomate of the American Board of Preventive Medicine (Occupational Medicine) with a subspecialty in Medical Toxicology. He is a certified Medical Review Officer (MRO).

## **CHRISTINE PEREIRA RN, FNP-C**

Christine Pereira is a fully credentialed Family Nurse Practitioner. She graduated with her Masters of Science in Nursing from Texas A&M Corpus Christi. She has over 25 years of professional nursing, with the last 15 focused in Occupational Health. Christine is a Certified Occupational Health Nurse and is also a CAOHC certified audio technician, NIOSH trained for Pulmonary Function Testing, as well as DOT breath and urine drug testing.

## **DAN GILL, RN**

Dan Gill is the Nurse Case Manager for the Occupational Health Clinic and Coordinator of the Employee Health and Safety Program for St. David's Medical Center. He graduated with a Bachelors Degree in Nursing from Texas Christian University and also a Masters Degree in Human Resources from Webster University. His professional experience includes twenty-two years in the Air Force as a nurse where he worked intensive care units, flew Air Evacuation missions from Alaska, and managed the first Bone Marrow Transplant unit in the Department of Defense. His last Air Force assignment was as the Director of Ambulatory Services at Seymour Johnson AFB, NC where he managed eight specialty clinics, an emergency room, outpatient medical records, and the Benefits Office. He deployed to Desert Shield/Storm during this assignment where he served as liaison between Omanie and Saudi health care officials while setting up deployed Air Transportable Hospitals at remote desert locations. His first four years at St. David's were in the management of the St. David

Employee Health Care Plans. He has been in his current position since 1996. He oversees St. David's Medical Center employee health and work related injuries for about 7500 employees in addition to case managing work related injuries for St. David's Occupational Health company clients. Dan is also a CAOHC certified audio technician and NIOSH trained for Pulmonary Function Testing.

#### **DOREEN HANDZLIK, RN**

Doreen Handzlik, RN is our newest Occupational Nurse Coordinator for the Employee Health and Safety Program for St. David's Medical Center. She graduated from Sister's Hospital School of Nursing in Buffalo, New York. She has 19 years of nursing experience including, IMC, PCU, Cardiac Care Center, telemetry, medical/surgical, pain management, orthopedic recovery, interventional radiology and nephrology. She has traveled extensively around the U.S. providing exceptional care to patients in Arizona, California, Hawaii, and finally Texas. Her last travel assignment was in Austin and she decided to stay. She volunteers her time with her church, Mobile Loaves and Fishes, food banks, as well as offering her medical expertise as a Medic at the local Special Olympics. She works closely with Dan Gill providing care for the employees at St. David's and our employer clients.

#### **JOLENE SHRINER**

Jolene Shriner is the Operations Manager. She was with OHS from August 2005 – April 2011. After a short change of address to Florida she returned in April 2014. She is responsible for overseeing all clinical operations, new company acquisitions, and maintaining relationships with current companies. Jolene earned her Bachelors Degree in Kinesiology from SDSU in 1998. She lived and worked in San Diego, CA as an Exercise Physiologist. While working at PRN Physical Therapy, Jolene obtained her CA teacher credential in 2004 in the area of Science and Human Anatomy. She taught High School for two years. Jolene is a prior Certified Breath Alcohol technician and is re-certifying in DOT drug screens. Jolene is also a CAOHC certified audio technician and NIOSH trained for Pulmonary Function Testing.

#### **LEANNE SCHRAM, LP**

LeAnne Schram has been working at OHS since September 2011. She serves in the position of Clinical Services Supervisor. She is responsible for overseeing clinical operations, assisting in treatments, procedures, and examinations. She facilitates new account set-ups for employers and manages current company contracts and scheduling. LeAnne earned her Paramedic License from Burnet EMS in 1999. She native Austin and has been in the EMS field since 1988. She maintains NIOSH certifications for Pulmonary Function Testing and is a certified Breath Alcohol Testing Instructor.

#### **VALERIE MORELAND**

Valerie L Moreland has been an employee of St David's Occupational Health Services since August 2005 in the role of Billing Manager. This position has a variety of tasks some of which are; managing accounts receivable, preparing invoices for accounts payable, monitoring daily time records for each employee and entering their PTO/EIB requests as needed, and last but not least, reconciling the end-of-month accounting processes. She served in the same capacity at her previous employer and was there for over 13 years.

#### **MEET THE OHS MEDICAL TECHNICIANS:**

**Lesa Saldivar** has been with St. David's OHS since November 2005. Her responsibilities as a medical technician include: insuring quality patient care in a confidential and organized manner; assisting in treatments, procedures and examination for each patient. Lesa received her Medical Assistant certificate from Dickenson and Warren Business College in Concord, CA. She is certified in DOT drug screens, NIOSH trained for Pulmonary Function Testing, CAOHC certified audio technician, and a Certified Breath Alcohol technician. Previous to St. David's OHS Lesa worked as a Medical Assistant at Muir Diablo Occupational Health in Concord CA.

**Dorian Thomas** has been with St. David's Occupational Health for six years. His responsibilities include: insuring quality patient care in a confidential and organized manner; assisting in treatments, procedures and

examination for each patient, physicals, blood work, and drug screens. He received Medical Assistant certification at National Institute of Technology in Austin, TX. Dorian is certified in DOT drug screens, NIOSH trained for Pulmonary Function Testing, and is a Certified Breath Alcohol technician. Previously he worked for a Dr. Carla Emery office for podiatry.

#### **MEET THE OHS STAFF:**

**Shannon Buell** has been with OHS since 2007 as the Office Coordinator. She is responsible for coordinating and maintaining business office activities for OHS. She is also responsible for the coordination of registration/discharge staff, admissions/discharge processes and clinic scheduling. Shannon earned her diploma in Medical Billing and Coding/Office Administration from VCA in 2004.

**Julie Flores** is the Injury Care Specialist at the Central clinic. She has been with OHS for almost fourteen years. Her primary duties include: checking patients out, obtaining claim numbers from insurance carriers, communicating with clients, obtaining Workers Compensation information, and referring patients to specialists. Previously she worked in the hotel industry for several years. Her expertise is in customer service and billing.

**Ashley Lujan** joined the St. David's OHS clinic team in August 2014. Quickly mastering the registration process, Ashley is the first face and voice of the clinic. Her attention to detail and ability to multitask enables a smooth experience for our customers.

**Jenna Cope** joined St. David's OHS in July 2015. She has her Bachelors in Speech Pathology and is currently assisting in the scheduling / coordination of services provided through our central Occupational Health clinic.

<b>TEXAS MEDICAL BOARD</b>	
<b>IDENTIFICATION CARD</b>	
<b>LICENSE/PERMIT NUMBER</b>	<b>EXPIRATION DATE</b>
G7554	08/31/2016
DANA BRIAN MIRKIN MD ST. DAVID'S OHS 918 E 32ND ST AUSTIN TX 78705-2704	
<b>PHYSICIAN FULL PERMIT</b>	

<b>TEXAS MEDICAL BOARD</b>	
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029	
<b>PHYSICIAN FULL PERMIT</b>	
<b>LICENSE/PERMIT NUMBER</b>	<b>EXPIRATION DATE</b>
G7554	08/31/2016
DANA BRIAN MIRKIN MD ST. DAVID'S OHS 918 E 32ND ST AUSTIN TX 78705-2704	
THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-20207

Date Filed:  
03/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

St. David's Occupational Health Services  
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

NA160000068  
Inoculation & Various Medical Testing Services

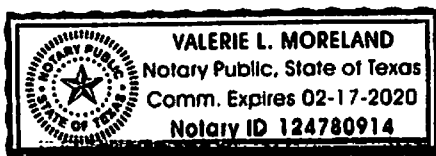
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chris Kadlecsek, this the 15<sup>th</sup> day of March, 2016, to certify which, witness my hand and seal of office.

*[Signature]*

Signature of officer administering oath

Valerie L Moreland

Printed name of officer administering oath

Title of officer administering oath





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer Specialist

**DATE:** October 9, 2015

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0608

Project Name: Inoculation Services

Commodity

Code(s): 94892

Estimated Value: \$70,000/year

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

None. Medical services to administer required and recommended shots to employees for their job.

The Departmental Point of Contact is: William Alderete, 978-0485

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-3070.

     **Approved w/ Goals**

✓ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals:      % MBE      % WBE

b. Subgoals      % African American      % Hispanic

     % Native/Asian American      % WBE

This determination is based on the following reasons:

There are no subcontracting opportunities & no available MBEs/WBEs

Veronica Lara, Director

Date: 10-20-15

cc: Lorena Resendiz