



Amendment No. 7
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

- 1.0 The City hereby extends the contract until June 30, 2020.
- 2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, June 30, 2020, or the City terminates the Contract, whichever occurs first.

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

- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00
Amendment No. 3: Revision to contract end date	\$0.00	\$425,000.00
Amendment No. 4: Revision to contract end date and contract increase	\$5,000.00	\$430,000.00
Amendment No. 5: Revision to contract end date	\$0.00	\$430,000.00
Amendment No. 6: Revision to contract end date	\$0.00	\$430,000.00
Amendment No. 7: Revision to contract end date	\$0.00	\$430,000.00

- 4.0 MBE/WBE goals were not established for this Contract.

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:



04/27/2020

Printed Name: Amy Camilleri, Associate Director
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Signature & Date:

Erin D'Vincent

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin, ou=Purchasing
Office, email=erin.dvincent@austintexas.gov, c=US
Date: 2020.04.28 08:52:25 -05'00'

Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 6
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

- 1.0 The City hereby extends the contract until May 1, 2020.
- 2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, May 1, 2020, or the City terminates the Contract, whichever occurs first.

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

- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00
Amendment No. 3: Revision to contract end date	\$0.00	\$425,000.00
Amendment No. 4: Revision to contract end date and contract increase	\$5,000.00	\$430,000.00
Amendment No. 5: Revision to contract end date	\$0.00	\$430,000.00
Amendment No. 6: Revision to contract end date	\$0.00	\$430,000.00

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties

Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:

 02/28/2020

Printed Name: Amy Camilleri, Associate Director, ORS
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
5th Floor, Franklin Building
Philadelphia, PA 19104

Signature & Date:

 2-28-2020

Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 5
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

1.0 The City hereby extends the contract until March 1, 2020.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000
100% completion of project (11/01/18 – 03/01/20) & issuance of final report and quality action plan	\$130,000
Total	\$430,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, March 1, 2020, or the City terminates the Contract, whichever occurs first.

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

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00
Amendment No. 3: Revision to contract end date	\$0.00	\$425,000.00

Amendment No. 4: Revision to contract end date and contract increase	\$5,000.00	\$430,000.00
Amendment No. 5: Revision to contract end date	\$0.00	\$430,000.00

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:



11/26/2019

Printed Name: Amy Camilleri, Associate Director, ORS
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Signature & Date:



Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 4
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

1.0 The City hereby extends the contract until December 31, 2019.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000
100% completion of project (11/01/18 – 12/31/19) & issuance of final report and quality action plan	\$130,000
Total	\$430,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, December 31, 2019, or the City terminates the Contract, whichever occurs first.

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

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00
Amendment No. 3: Revision to contract end date	\$0.00	\$425,000.00

Amendment No. 4: Revision to contract end date and contract increase	\$5,000.00	\$430,000.00
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- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:

Vincent Buschi Digitally signed by Vincent Buschi
Date: 2019.10.02 11:46:22 -04'00'

Printed Name: Vincent Buschi, Associate Director
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Signature & Date:

 10-2-19

Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 3
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

1.0 The City hereby extends the contract until October 31, 2019.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000
100% completion of project (11/01/18 – 10/31/19) & issuance of final report and quality action plan	\$125,000
Total	\$425,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, October 31, 2019, or the City terminates the Contract, whichever occurs first.

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

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00

Amendment No. 3: Revision to contract end date	\$0.00	\$425,000.00
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- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:

Vincent Buschi

Digitally signed by Vincent
Buschi
Date: 2019.07.19 09:18:33 -04'00'

Signature & Date:

Erin D'Vincent 7-23-19

Printed Name: Vincent Buschi
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 2
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

1.0 The City hereby extends the contract until July 31, 2019.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000
100% completion of project (11/01/18 – 7/31/19) & issuance of final report and quality action plan	\$125,000
Total	\$425,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, July 31, 2019, or the City terminates the Contract, whichever occurs first.

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

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00
Amendment No. 2: Revisions to contract end date	\$0.00	\$425,000.00

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:



Printed Name: W. Stuart Watson 03/07/2019
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Signature & Date:



Erin D'Vincent, Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. PA180000002
for
DNA Forensic Consulting Services
between
The Trustees of the University of Pennsylvania
DBA University of Pennsylvania
and the
City of Austin

- 1.0 The City hereby administratively increases the contract in the amount of \$25,000 and extends the contract by an additional eight (8) weeks.
- 2.0 The City hereby amends the above referenced Contract to make the following changes:

Section 3.1 is hereby deleted in its entirety and replaced with the following:

Contract Amount: The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$425,000 as outlined below and in accordance with Exhibit B for all fees and expenses.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000
100% completion of project (11/01/18 – 4/25/19)	\$125,000
& issuance of final report and quality action plan	
Total	\$425,000

- 3.0 The City hereby amends the above referenced Contract to make the following changes:

Section 4.1 is hereby deleted in its entirety and replaced with the following:

Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete, May 10, 2019, or the City terminates the Contract, whichever occurs first.

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

4.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/16/18 – 02/15/19	\$400,000.00	\$400,000.00
Amendment No. 1: Revisions to timeline and \$25,000 administrative increase.	\$25,000.00	\$425,000.00

5.0 MBE/WBE goals were not established for this Contract.

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

7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract. This Contract amendment shall become effective on the date executed by the City.

Signature & Date:



12/12/2018

Signature & Date:

 12-13-18

Printed Name: W. Stuart Watson
Trustees of the University of Pennsylvania
DBA University of Pennsylvania
3451 Walnut Street
140 Franklin Building
Philadelphia, PA 19104

Erin D'Vincent, Purchasing Supervisor
City of Austin Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
The Trustees of the University of Pennsylvania
For
DNA Consulting Services
MA 8700 PA180000002

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and The Trustees of the University of Pennsylvania ("Contractor"), having offices at the Office of Research Services, 3451 Walnut Street; 5th Floor, Franklin Bldg., Philadelphia, PA 19104.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

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

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

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

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be John F. Hollway, Phone: (215) 573-9420, Email Address: jhollway@law.upenn.edu. The City's Contract Manager for the engagement shall be Rey Arellano, Phone: (512) 974-2222, Email Address: Rey.Arellano@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks and deliverables as outlined in Exhibit C, Scope of Work

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$400,000 as outlined below and in accordance with Exhibit B for all fees and expenses.

Deliverable	Amount
25% completion of project (2/2018 – 04/30/18)	\$100,000
50% completion of project (05/01/18 – 07/31/18)	\$100,000
75% completion of project (08/01/18 – 10/31/18)	\$100,000

100% completion of project (11/01/18 – 01/31/19) & issuance of final report and quality action plan	\$100,000
Total	\$400,000

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be emailed or mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Address	P.O. Box 1629
City, State, Zip Code	Austin, TX 78767
Email	APDAccountsPayable@austintexas.gov

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

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

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

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

- 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- 3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment

of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

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

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

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

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

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

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

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

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

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

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report

or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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

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

SECTION 5. OTHER DELIVERABLES

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

5.1.1 **General Requirements.**

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

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

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

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and may request Contractor make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

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

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

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

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

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

5.1.2.1.2 Contractor/Subcontracted Work.

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

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

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

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

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

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

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

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

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

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

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

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

5.1.2.4 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, 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.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

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

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

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

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

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Delays.**

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

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

overcome the effect of such failure to perform.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests in the deliverables made under this Contract and the Contractor asserts no right, title or interest over such deliverables, including but not limited to all intellectual property rights, throughout the world in and to the deliverables.

5.7 **Patents.** The Parties anticipate that the deliverables will contain no patentable processes or other material. If, during the course of the Contract, the Contractor believes that any patentable process or other material resulted from the Contractor's development or delivery of the deliverables, the Contractor will immediately notify the City in writing and in confidence. Inventorship of any patentable intellectual property made during the course of the Contract shall be determined in accordance with US patent law. Any new patentable process or material that constitutes an integral component of the deliverables that is made during the course of the Contract is and will be property of the City. Any other new patentable process or material will remain the property of the Contractor. The Parties agree to assign and, if necessary, cause each of their respective employees to assign the entire right, title, and interest to the other Party's patentable process or material derived in the course of this Contract. For the avoidance of doubt, the pre-existing inventions and technologies of the City and the Contractor are their separate property, respectively, and are not affected by this Contract and neither Party shall have any claims to or rights in such pre-existing inventions and technologies of the other Party.

5.8 **Copyrights.** The City hereby grants the Contractor and the Principal Investigator an irrevocable, worldwide, non-commercial, royalty-free, nontransferable, non-exclusive right to copy reproduce and distribute any deliverable prepared under this agreement. The Contractor may not alter or modify the deliverables in any subsequent use without the prior written permission of the City.

5.9 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.10 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. REPRESENTATIONS AND CERTIFICATIONS

6.1 Price.

6.1.1 The Contractor represents and certifies that to the best of its knowledge and belief, the prices quoted in the Offer are no higher than the Contractor Manager's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor represents and certifies that the prices in the Offer have been arrived at independently.

6.2 The Contractor represents and certifies that the services to be performed in development and delivery of the deliverables under this Contract will be performed in a professional, timely, and workmanlike manner, in accordance with both academic research standards and best practices, and all applicable Federal, state, and local laws, rules, or regulations

6.3 The Contractor may not limit, exclude, or disclaim the foregoing representation or any other representation implied or imposed by law, and any attempt to do so will be without any force or effect.

6.4 If the foregoing representation is breached by the Contractor at any time, the Contractor will promptly, at the sole option of the City, either: (1) perform the services required under this Contract again, without any additional cost to the City; or (2) refund all amounts paid under the Contract.

SECTION 7. MISCELLANEOUS

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

7.2 Workforce.

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

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract on the City's property:

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

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall be responsible for all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

7.4.1 disposal of major assets;

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

7.4.3 any significant termination or addition of provider contracts;

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

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

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

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

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

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether

in digital or physical format, except a record specifically relating to the Contactor's internal administration.

7.5.2.2 All records are the property of the City. The Contractor may not dispose of or destroy a record without City authorization, and shall deliver the records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

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

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity. Reserved**

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

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Erin D'Vincent, Procurement Specialist IV
P.O. Box 1088
Austin, TX 78767

To the Contractor:
TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA
ATTN: Associate Vice Provost for Research
(Hollway/#10063648)
3451 Walnut Street
5th Floor, Franklin Bldg.
Philadelphia, PA 19104-6205

With a copy to:
City Attorney
City of Austin
P.O. Box 1088
Austin, TX 78767

With a copy to:
The Quattrone Center
University of Pennsylvania Law School
ATTN: John F. Hollway, Executive Director
3501 Sansom Street
Philadelphia, PA 19104

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). The City shall endeavor to mark tangible Confidential Information provided to the Contractor as "Confidential" and to confirm verbally disclosed "Confidential Information" as such, in writing within thirty (30) days after the disclosure, provided however, that the Contractor acknowledges and agrees that the City's failure to identify any information as Confidential Information in writing shall not constitute a designation of non-confidentiality when the information is such that a reasonable person would consider it to be the proprietary or confidential property of the City. 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 may substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental

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

7.10.1 The confidentiality obligations contained herein shall not apply to Confidential Information that is:

7.10.1.1 Known by the Contractor without restriction prior to disclosure under this Contract;

7.10.1.2 Disclosed to the Contractor by a third party without an obligation of confidentiality;

7.10.1.3 Available to the public not through a breach of this Contract by Contractor;

7.10.1.4 Independently developed by Contractor without knowledge or use of Confidential Information disclosed by City under this Contract;

7.10.1.5 Published or disclosed in accordance with the terms of this Contract.

7.10.2 Contractor acknowledges that all materials and other documents collected, compiled, generated, or otherwise created by Contractor in the course of providing the Deliverables to the City are presumed to be either local government records or public information, both of which are subject to public disclosure under the Texas Public Information Act, currently codified at chapter 552 of the Texas Government Code. Contractor agrees that it must notify any third party from whom it collects any information or documentation of this presumption, and agrees that it may not make any representations or promises of confidentiality to the contrary to any third party.

7.10.3 The Contractor's obligations of confidentiality will exist during the performance of this Contract and for three (3) years following termination or expiration of this Contract. At the expiration of the Contractor's confidentiality obligations, Contractor will, at the option of the City, either return all confidential material to the City or destroy all such material in a manner acceptable to the City.

7.11 **Advertising.** The City and the Contractor will obtain prior written permission from each other before using the name, symbols and/or marks of the other in any form of publicity in connection with this Contract. 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. This shall not include legally required disclosure by the City or the Contractor that identifies the existence of the Contract.

7.12 **No Contingent Fees.** The Contractor represents and certifies 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 representation, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure 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; except that, in consideration of the fact that this Contract is funded in part by Travis County, Texas, Travis County is deemed a third party beneficiary of this Contract..

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

City and Contractor recognize that a dispute may arise under this Agreement that may relate to either party's rights and/or obligations hereunder. City and Contractor agree that they will act in good faith and use all reasonable efforts to resolve, in an amicable manner, any dispute that may arise. If the parties cannot resolve their dispute after good faith negotiations, either party may seek resolution by a court of competent jurisdiction.

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

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

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

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

7.22 **Subcontractors.**

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

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract,

and shall contain provisions that:

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

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City; require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.3 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.4 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City, if applicable.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** Reserved.

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

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

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

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

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Service Contract

Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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

7.29 **Order of Precedence.** The Contract includes, without limitation, the Scope of Work attached to this contract as Exhibit "C". Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 This Contract;

7.29.2 The Scope of Work.

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

TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA

CITY OF AUSTIN

By: 
Signature

By:  2.14.18
Signature

Name: Kerry Elizabeth Wilson, Esq.
Printed Name

Name: Erin D'Vincent
Printed Name

Title: Sr. Associate Director

Title: Procurement Specialist IV

List of Exhibits

Exhibit A	Non Discrimination Certification, Section 0800
Exhibit B	Budget
Exhibit C	Scope of Work and Deliverables

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this _____ 14th day of _____ February , 2018 _____

CONTRACTOR The Trustees of the University of Pennsylvania

Authorized Signature _____

Title _____

Sr. Associate Director

***Penn Law Quattrone Center for the Fair Administration of Justice
City of Austin DNA Lab Root Cause Analysis
Budget--January 1, 2018-December 31, 2018***

Cost	Year One
	11/1/17-10/31/18
PI-John Hollway (30%)	30,461
Research Project Manager (40%)	30,000
PI FT Empl. Benefits	4,828
Research Project Manager FT Empl. Benefits	4,755
QC Research Fellow - Woog (30%)	18,000
Post Doc Medical Insurance	4,395
Project Associate (1.5 FTE)	52,500
Project Associate FT Empl. Benefits	16,643
Transcription (Review Specific) Costs	7,200
Travel to meetings/interviews (QC & consultants)	40,180
Subject Matter Expert Consultants	40,000
Total Direct Costs	248,961
Overhead-61%	151,866
Total Proposal	400,000

Hollway Base Salary	101,535
Research Project Manager	75,000
3 Research Fellows	
Woog	60,000
Post Doc Benefits	5,232
FY18 FT EB	31.7%
Travel-Mid Range	980

Flight, \$400; Hotel, \$250; Meals and incidentals, \$80

Scope of Work

DNA and Forensic Serology Consulting Services

1.0 Purpose

The City of Austin (City) and Travis County (County) seek assistance from Contractor in two key areas: (1) the analysis and assessment of forensic science audit findings and associated review of historical casework in forensic DNA analysis; and (2) strategic planning and assessment of the optimal organizational structure, staffing, training and leadership for an accredited forensic DNA crime laboratory.

The first objective is to provide the City and the County with a comprehensive understanding of the impact and root cause analysis on forensic casework of each audit finding presented in the Texas Forensic Science Commission's final audit report for the Austin Police Department (APD) Forensic Services Division DNA Section. The second objective is to identify strategies to provide for a forensic DNA laboratory capability based on best practices in crime laboratory organization, leadership, staffing and training as well as applicable accreditation standards to serve the Austin-Travis County area.

Contractor shall gather and analyze information from law enforcement and forensic science agencies of comparable size. All data and recommendations stemming from the collection of information shall become the property of the City and County, and shall be fully accessible to the public under applicable open records laws.

2.0 Background

In May 2016, APD invited members from the Texas Forensics Science Commission (TFSC), the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) and the University of North Texas Health Science Center's Center for Human Identification to conduct a site audit of the APD DNA Laboratory. Findings from that audit prompted the APD to temporarily discontinue the analysis of DNA. Please access <https://www.dropbox.com/sh/y629croc63hz8im/AACy1KXZdUQlh4oqeoUk2Q5Ka?dl=0> for the complete TFSC report.

3.0 Definitions/Abbreviations/Links

"APD" means Austin Police Department.

"TFSC" means Texas Forensic Science Commission.

"ANAB/ASCLD/LAB" means American National Standards Institute-American Society of Quality Control (ANSI-ASQ) National Accreditation Board/American Society of Crime Laboratory Directors/Laboratory Accreditation Board and is a non-profit specializing in the accreditation of public and private crime laboratories. The website is: <http://www.asclcd-lab.org/>

"FBI QAS" means Federal Bureau of Investigation Quality Assurance Standards for Forensic DNA Testing Laboratories.

"City" means City of Austin, Texas.

"Contractor" means the individual or team or individuals responsible for complying with the tasks and requirements of this Scope of Work.

"County" means Travis County, Texas.

"DNA" means Deoxyribonucleic Acid.

4.0 Tasks/Requirements

4.1 Contractor's Minimum Qualifications & Experience:

- A. The Contractor shall have experience with root cause analysis, corrective action and other fundamental

components of the quality assurance process under applicable accreditation standards.

- B. The Contractor shall have experience working collaboratively with stakeholders in the criminal justice system, including prosecutors, defense attorneys, judges and law enforcement.
- C. The Contractor shall have a working knowledge of ANAB/ASCLD/LAB accreditation and FBI-QAS standards.
- D. The Contractor shall have experience identifying optimal organizational, staffing, training and leadership structures in crime laboratories with a focus on the particular needs of the crime laboratory's forensic DNA section.
- E. The Contractor shall have an understanding of published research regarding the impact of human factors (e.g., cognitive and confirmation bias) on forensic DNA casework including but not limited to current methods and strategies for minimizing the potential impact of human factors on the integrity and quality of forensic analysis.
- F. The contractor shall be familiar with relevant reports such as, but not limited to, the National Academy of Science Report (2009) and the PCAST Report (2016).
- G. The Contractor shall provide proof of educational credentials, certifications, and applicable experience of all team members with the exception of administrative support staff.
- H. The Contractor's team, either through one or multiple members, shall possess the following:
 - a. Master's Degree or higher in forensic science, biology, genetics, or comparable academic program.
 - b. Comprehensive knowledge in the latest technologies, scientific standards and best practices within the forensic DNA community including but not limited to relevant published research and the standards set forth by the Scientific Working Group on DNA Analysis Methods (SWGDM) and any standards or guidelines posted to the National Institute of Standards and Technology Organization of Scientific Area Committees (OSAC) Registry of Standards and Guidelines. The Contractor's team member(s) shall remain current on the latest technologies, scientific standards and best practices within the forensic DNA community throughout the life of this contract.
 - c. Knowledge and experience in forensic DNA analysis from forensic biology screening through analysis of complex DNA mixture evidence, including but not limited to limitations of analysis involving low copy number DNA.
 - d. Experience in teaching and training forensic DNA experts in either a laboratory or academic setting.
 - e. An in-depth understanding of how to appropriately perform a validation study in a forensic DNA laboratory.
 - f. Shall possess an understanding of Brady v. Maryland, the Michael Morton Act, and Texas case law regarding disclosure of exculpatory and impeachment information.

4.2 Contractor's Responsibilities

- A. The Contractor shall review the TFSC's Audit Report findings and recommendations.
- B. The Contractor shall conduct a root cause analysis of each TFSC Audit Report finding and the Freezer 5 outage.
- C. The Contractor shall develop a quality action plan that can be incorporated into the Contractor's recommendations pertaining to best practices for a forensic DNA laboratory capability regarding any issues identified in the root cause analysis relating to training, supervision, and disclosure practices.

- D. The Contractor shall assess current trends and best practices in crime laboratory organizational structure in the United States and internationally and identify significant options for the delivery of DNA laboratory services, including strengths and weaknesses, and make recommendations to the City and the County regarding possible strategies for organization, policies, staffing, training and leadership structure for a forensic DNA laboratory capability for Austin-Travis County.
- E. The Contractor shall be available to attend quarterly TFSC meetings as well as other City and County meetings as needed to provide updates on the various items contained in this section, and will work with the TFSC as needed to expedite the successful completion of the Contractor's responsibilities.
- F. The Contractor shall submit written quarterly progress reports to the City and the County. The reports shall describe significant achievements and issues which have potential effect on schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in compliance with the stated scope and criteria. The Contractor will provide an on-site presentation of the reports' contents to a joint meeting of the working group and advisory group.
- G. The Contractor shall produce a final report containing a full analysis of the actions taken during the time of this contract including: (1) the results of each root cause analysis conducted by the Contractor, including any quality action plan pertaining to training and supervision; (2) the options considered for a forensic DNA laboratory capability for Austin-Travis County and the Contractor's recommendations regarding the organizational, staffing, leadership and training structure for such a laboratory capability.
- H. The contractor shall disclose information discovered during the course of the review that may be considered exculpatory or impeachment as defined by Brady v. Maryland, the Michael Morton Act, and Texas case law. This disclosure should be made to both the City and The County in a timely fashion.

4.3 Administrative Responsibilities

- A. Business Records: The Contractor shall be required to maintain and be able to provide complete and accurate records on all business transactions including but not limited to financial records if applicable with the City and the County related to the performance of the Contract.
- B. Access to Records: The City and the County shall, subject to limitations provided by law with respect to rights of privacy, have the right to within five business days' written notice examine business records of the Contractor, including financial records generated by the Contractor and its subcontractors. Any examination shall be at the City and/or County's expense.

4.4 City and County Responsibilities

- A. APD will coordinate the providing of manuals, records, and case files from APD to the Contractor. The appropriate delivery method will be determined upon contract award. Timeframe for the production of material and format will depend on the requested documentation.
- B. APD will provide Contractor with all reasonable assistance with gathering requested data on an as needed basis.
- C. APD will provide access to all Polymerase Chain Reaction (PCR) amplification kits, instrumentation, software and any other laboratory materials including evidence and evidentiary data to the extent permitted by law, as needed for the Contractor to perform this project.
- D. The City and the County will own all materials created as a result of this project.
- E. The City and the County will make available employees of the APD DNA Lab and the District Attorney's (DA) office for interviews and questions concerning items identified by the Contractor. The City and

the County will make reasonable attempts to make available any prior APD DNA Lab or DA's office employee who may have relevant information.

- F. The Contractor may complete a portion of the work on-site at the APD DNA lab. APD will make office space available as needed.

4.5 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Contractor reviews TFSC Audit Report	Immediately upon execution of contract	At Contract execution date	N/A	4.2.A
Conduct root cause analysis, assess scope of impact.	Include in quarterly update to City/County/TFSC as well as in final report	Ongoing throughout contract term	City written approval	4.2.B, 4.2.C, 4.2.D, 4.2.F
Attend quarterly meetings of TFSC to provide update regarding progress.	Attend meeting, provide progress update and answer questions	Quarterly based on TFSC meeting schedule	City and Council written approval	4.2.E
Provide quarterly progress reports to City and County	The Contractor shall submit a quarterly written progress report to the City and the County, and provide an on-site presentation of its contents to a joint meeting of the working group and advisory group	Quarterly after contract execution date.	City and county written approval	4.2.F
Issue final report.	The Contractor shall issue the final report in writing and make presentation regarding same to City, Council and TFSC upon request. The final report will include recommendations to the City and the County regarding possible strategies for organization, staffing, training and leadership structure for a forensic DNA laboratory capability.	TBD but no later than 12 months after contract execution.	City and Council written approval	4.2.G



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 08/09/2017

DEPT: Police

TO: Purchasing Officer or Designee

FROM: Enjole Armstrong

BUYER: Erin D'Vincent

PHONE: (512) 974-5082

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

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

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

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

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

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

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

The City of Austin (City) and Travis County (County) seek a consultant with qualifications and experience in two key areas: (1) the analysis and assessment of forensic science audit findings and associated review of historical casework in forensic DNA analysis; and (2) strategic planning and assessment of the optimal organizational structure, staffing, training and leadership for the forensic DNA section of an accredited publicly funded crime laboratory. Costs will be a shared responsibility between APD and Travis County as defined in the Interlocal Cooperation Agreement between the two agencies.

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


A Request for Information was issued on 1/13/17 to gauge the level of interest in the vendor community regarding DNA Consulting Services for APD. Information received from this RFI such as resume, work history, and licenses and accreditations were used to evaluate the qualifications and level of experience of the recommended vendor.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Quattrone Center for the Fair Administration of Justice which will cost approximately \$ 400,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

 8/9/17
Originator Date

Approved
Certification

 8/9/17
Department Director or designee Date

 8/10/17
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

 8-17-17
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Albert Banda 4-5273
Sponsor/User Dept.	APD	Sponsor Name/Phone	
Solicitation No	N/A	Project Name	DNA Consultant
Contract Amount	\$400,000	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Professional Service exempt contract for DNA Consultant work			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
N/A - first contract of its type with this vendor			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91832 - 100%			
Erin D'Vincent		8/17/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/23/2017	Date Assigned to BDC	8/31/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input checked="" type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

No Availability

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

Tracy Burkhalter

8/23/17

SMBR Director or Designee

Date

8/24/17

Returned to/ Date: