



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
and  
The Segal Company (Western States), Inc. D/B/A Segal Waters Consulting ("Contractor")  
for  
Market Study for Austin Water**

**Contract Number: MA 2200 NA210000137**

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between The Segal Company (Western States), Inc. D/B/A Segal Waters Consulting having offices at 5057 Keller Springs Road, Suite 110, Addison, TX 75001 and the City, a home-rule municipality incorporated by the State of Texas. Capitalized terms used but not defined herein have the meanings given in the Solicitation.

**1.1 This Contract is composed of the following documents in order of precedence:**

- 1.1.1 This Document;
- 1.1.2 Negotiated Work Plan dated May 27, 2021, attached as Exhibit A;
- 1.1.3 The City's Solicitation RFP 2200 LMI3002 including all documents incorporated by reference;
- 1.1.4 Contractor's Offer, dated April 1, 2021, incorporated herein and attached hereto.

**1.2 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$60,000 for the initial Contract term. Prices are firm and fixed for the term of the contract.

**1.3 Term of Contract.** The term of the contract shall commence upon execution and remain in effect for an initial term of twenty-four (24) months or the City terminates the Contract.

**1.4 Designation of Key Personnel.** 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 individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

	Name	Phone Number	Email Address
Contractor Contract manager	Ruth Ann Eledge	(214) 466-2450	<a href="mailto:reledge@segalco.com">reledge@segalco.com</a>
Contract Manager	Andres Ramirez	(512) 972-0310	<a href="mailto:Andres.Ramirez@austintexas.gov">Andres.Ramirez@austintexas.gov</a>
Contractual Monitor	Georgia Billela	(512) 972-0096	<a href="mailto:Georgia.Billela@austintexas.gov">Georgia.Billela@austintexas.gov</a>
Operational Monitor	Sherri Hampton	(512) 972-0413	<a href="mailto:Sherri.Hampton@ausintexas.gov">Sherri.Hampton@ausintexas.gov</a>
Procurement Specialist	Leyla Mammadova	(512) 978-1519	<a href="mailto:Leyla.Mammadova@austintexas.gov">Leyla.Mammadova@austintexas.gov</a>

- 1.5 **Invoice and Payment Address.** Payment schedule and milestones will be based on Work Plan attached as Exhibit A to the Contract. The City's preference is to have invoices emailed or mailed to the below address:

	City of Austin
Department:	Austin Water
Attn:	Sherri Hampton
Address:	625 E, 10 <sup>th</sup> Street
City, State Zip Code:	Austin, TX 78701
Email:	Sherri.hampton@austintexas.gov


For questions regarding your invoice/payment please contact the City Contract Manager.

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

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

**The Segal Company (Western States), Inc.  
D/B/A Segal Waters Consulting**

Ruth Ann Eledge



Signature

Title: Vice President

Date: 05/27/2021

**CITY OF AUSTIN**

Leyla Mammadova

Leyla  
Mammadova

Digitally signed by Leyla  
Mammadova  
Date: 2021.06.01 15:38:42  
-05'00'

Signature

Title: Procurement Specialist IV

06/01/2021

Date:



# City of Austin

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## Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 4, 2021

Recommendation for Award of RFP 2200 LMI3002, Market Study for Austin Water

The evaluation team has completed their process and has recommended award to The Segal Company (Western States), Inc. D/B/A Segal.

Leyla Mammadova  
Procurement Specialist IV  
512-978-1519  
[Leyla.Mammadova@austintexas.gov](mailto:Leyla.Mammadova@austintexas.gov)  
City of Austin  
Purchasing Office



# Offer and Certifications

Solicitation No. RFP  
2200 LMI3002

**SUBMITTAL CONTENTS**

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**OFFER CERTIFICATION**

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **The Segal Company (Western States), Inc. d/b/a Segal**

Company Address: 901 Mopac Expressway South Building 1, Suite 300

City, State, Zip: Austin, TX 78746

Company's Austin Finance Online Vendor Registration No. V00000923078

Company's Officer or Authorized Representative: **Patrick Bracken**

Title of Officer or Authorized Representative: **Vice President**

Email: **pbracken@segalco.com**

Offeror's Phone: **202-833-6452**

Date: **3/30/2021**

Offeror's Signature:  \_\_\_\_\_

**OFFER:** The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

**ACCEPTANCE BY THE CITY**

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.



**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

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

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

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

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

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

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

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

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

Click or tap here to enter text.

(State)

☒ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured  
*Professional Services proposal and report materials developed in **Texas***  
(State)

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

**LOCAL PRESENCE CERTIFICATION – OPTIONAL**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

☒ **BRANCH OFFICE**

(Check One)

Current location:  
901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746

Previous TX location (7 years):  
5057 Keller Springs Road, Suite 110  
Addison, TX 75001-6316

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒ **Yes**

☐ **No**

(Check One)

**Benefit to the City.** In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.





# Solicitation COVER SHEET

## IDENTIFICATION

Number	RFP 2200 LMI3002
Title	Market Study for Austin Water
Summary	The City of Austin seeks to establish a contract with a qualified Contractor(s) to provide consulting services for Austin Water's (AW) compensation program. A market study for approximately fifty AW utility jobs and related titles, encompassing approximately 700 employees, are required to be reviewed to ensure a fair system that is internally and externally equitable.
Type	Request for Proposals (RFP)
Version (Addenda)	0

## AUTHORIZED CONTACT PERSONS

Primary	Leyla Mammadova, Procurement Specialist IV; (512) 978-1519 <a href="mailto:leyla.mammadova@austintexas.gov">leyla.mammadova@austintexas.gov</a>
Secondary	Jim Howard, Procurement Specialist IV; (512) 974-2031 <a href="mailto:jim.howard@austintexas.gov">jim.howard@austintexas.gov</a>
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; <a href="mailto:SMBRComplianceDocuments@austintexas.gov">SMBRComplianceDocuments@austintexas.gov</a>
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

## IMPORTANT DATES

### OFFERS DUE

Date and Time	April 1 <sup>st</sup> , 2021 at 2:00 PM
Notes	See Solicitation Instructions, 5 Offer Submission.

### OFFER OPENING

Date and Time	April 1 <sup>st</sup> , 2021 at 3:00 PM
Notes	See Solicitation Instructions, 5 Offer Submission.

### QUESTIONS DUE

Date and Time	March 23 <sup>rd</sup> , 2021 at 5:00PM
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Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

**PRE-OFFER CONFERENCE**

Conference (Yes/No)	Yes
Mandatory (Yes/No)	No
Date and Time	March 15 <sup>th</sup> , 2021 at 2:00PM CST
Location	MS Team Meeting
Notes	Join on your computer or mobile app <a href="#">Click here to join the meeting</a> Or call in (audio only) <a href="#">+1 512-831-7858,681428268#</a> United States, Austin Phone Conference ID: 681 428 268#

**PUBLISHED**

Date	
Available Online	<a href="https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm">https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm</a>
Available Hardcopy	Purchasing Office; 124 w. 8 <sup>th</sup> Street, Suite 300; Austin, TX 78701

**SOLICITATION DOCUMENTS**

Document name	Pages	Date
<b><u>Solicitation Packet – RFP 2200 LMI3002 Includes the following:</u></b>		
<u>Solicitation Cover Sheet</u>	3	03/08/2021
<u>Solicitation Instructions</u>	9	03/08/2021
<u>Terms and Conditions</u>	17	03/08/2021
<u>Scope of Work</u>	4	03/08/2021
<b><u>Pricing Submittal – RFP 2200 LMI3002 – <span style="color: red;">City doesn't provide Price sheet form for this solicitation. Offeror should submit their cost proposal as required in Section 10.6 – RFP Instructions</span></u></b>		
<u>SDVBE Preference Form - <span style="color: red;">Complete and return</span></u>	1	03/08/2021
<b><u>Offer and Certifications – RFP 2200 LMI3002 – <span style="color: red;">Complete, sign and return</span></u></b>	9	03/08/2021



## NIGP CODES

## COMMODITY CODES

Code	Description
91866	Human Resource Consulting



# Solicitation INSTRUCTIONS

Solicitation No.  
**RFP 2200 LMI3002**

## **1 REQUEST FOR PROPOSALS**

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Proposals to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Request for Proposals ("RFP" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this RFP is the Competitive Sealed Proposals process. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

## **2 PUBLICATION AND NOTICES**

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

## **3 COMMUNICATIONS AND MEETINGS**

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team.
- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more

Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.

- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.5 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

#### 4 OFFER PREPARATION

- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer, a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.3 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.
- 4.4 Proposal Acceptance Period.** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- 4.5 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Proposal contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.6 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.

#### 5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

**5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

**5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

**5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.

**5.1.3 Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.

**5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

**5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFP 2200 LMI3002 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 2200 LMI3002 124 W 8 <sup>th</sup> Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

**5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.

**5.2.2 Withdrawing Hardcopy Offers.** See below for changes due to the COVID-19 pandemic.

**5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a

late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.

- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

**5.3 Special procedures due to 2020 COVID-19 Pandemic.**

- 5.3.1 Confirmation of Submittals** – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 Withdrawing Hardcopy Offers** – Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: [PurchasingAdmin@austintexas.gov](mailto:PurchasingAdmin@austintexas.gov)
- 5.3.3 Solicitation Openings** - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=66](https://www.austintexas.gov/financeonline/afo_content.cfm?s=66) .

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

**6 OFFER EVALUATION**

- 6.1 Basis of Competition.** The City may compare Offers based on groups or categories and will choose the basis of competition that best meets the City's needs for the resulting contracts. The basis of competition for each RFP will be described in section 11, Evaluation of Offers below.
- 6.2 Minimum Responsiveness.** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation's Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.
- 6.3 Responsibility.** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. An Offer may be rejected if an Offeror is determined to not be responsible.
- 6.4 Clarifications.** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
- 6.5 Evaluation.** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Proposal submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Solicitation. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.

**6.6 Discussions and Proposal Revisions.** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.

**6.7 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Proposals participate in interviews and/or presentations.

## **7 CONTRACT AWARD AND EXECUTION**

**7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.

**7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s).

**7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

## **8 ADMINISTRATIVE MATTERS**

**8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.

**8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.

**8.3 Reservations.** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject any or all Offers; (ix) procure any goods or services included in this Solicitation by other means; (x) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xi) reject an Offer if prices in the Offer are unbalanced (some prices are significantly high and other prices are significantly low) and/or (xii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.

**8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

**8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.

- 8.4.2** Protests regarding the evaluation of Proposals. Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsive. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Proposal.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

## 9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Proposals or Request for Qualifications/Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Proposals.

**“Offeror”** means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.

**“Proposal”** means a complete, properly signed Offer to a Request for Proposals.

**“Proposer”** means a person, firm, or entity that submits an Offer in response to a Request for Proposals.

**“Purchasing Office”** refers to the Purchasing Office in the Financial Services Department of the City.

**“Purchasing Officer”** means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

**“Request for Proposals”** means all documents utilized for soliciting Proposals.

**“Responsible Offeror”** means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

**“Responsive”** means meeting all the requirements of a Solicitation.

**“Solicitation”** means this Request for Proposals or RFP.

## 10. PROPOSAL SUBMITTALS

**10.1 Tab 1- Executive Summary.** Provide an Executive Summary that summarizes your RFP response and confirms that the Proposer will comply with the requirements, provisions, terms, and conditions specified in this solicitation. The Executive Summary should be in the form of a standard business letter on official business letterhead and signed by an authorized representative of Proposer. Include the complete name and address of your firm, telephone number, and email address of the person the City of Austin should contact regarding your firm’s response.

**10.2 Tab 2- Authorized Negotiator:** Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**10.3 Tab 3 - Business Organization:** Provide Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?

**10.4 Tab 4 - Qualifications:** Describe your company’s knowledge, qualifications, and expertise in providing the services similar to those described in the Scope of Work.

### 10.5 Tab 5 – Experience:

**a)** Provide a description of at least two (2) comparable job market studies (not for the City of Austin) that the Proposer has conducted within the past five (5) years. The City, at its discretion, may check references in order to determine the Offeror’s experience and ability to provide the products and/or services described in this Solicitation. Include the following information for each project that indicates a record of positive past performance. At a minimum, include:

- Client/Agency name



- Contact name, telephone, email
- Project name
- Project description
- Personnel assigned to project and their role in the project
- Name of Proposer's key personnel that worked on the study
- The client and the study's purpose
- Budget of each project and final cost invoiced for each project
- Time required to complete each project
- The methods used to conduct the research
- Name, title, and current phone number for principal person for whom each prior project was accomplished

b) Include the resumes and qualifications of all professional personnel who will be assigned to this contract.

c) Provide any other information you deem appropriate to substantiate your company's qualifications and experience.

**10.6 Tab 6- Proposed Solution:** Describe how you plan to accomplish the project described in the Scope of Work and include any additional information you deem necessary to evaluate your proposal. Provide the following:

- a) **Concept and Solution:** State your understanding of the requirement presented in the Scope of Work and describes in detail your proposed solution.
- b) **Work Plan:** Describe your Work Plan for achieving the Scope of Work within the prescribed four-month timeframe and within budget. Include a deliverable schedule that identifies the approximate amount of time needed to complete each major task. Include any additional documentation as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

**10.7 Tab 7 - Price Proposal** – Provide an all-inclusive cost proposal that itemizes materials, supplies, labor, warranty, travel, and administrative burden to complete the project. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Your organization's method of costing may or may not be used but shall be described. Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis.

**10.8 Local Business Presence** - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Any Offers with subcontracting not indicating specific percentages or dollar amounts will not receive Local Business Presence points for subcontracting.

**10.9 Service-Disabled Veteran Business Enterprise ("SDVBE")** - Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-

Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

## 11. Evaluation of Offers

### 11.1 Evaluation Factors

RFP Evaluation Factors		Maximum Points
Experience and Qualifications (Tab 3, 4 & 5)		30
Proposed Solution (Tab 6)		32
Price Proposal (Tab 7)		25
Local Business Presence		10
	Team's Local Business Presence	
	Local business presence of 90% to 100%	
	Local business presence of 75% to 89%	
	Local business presence of 50% to 74%	
	Local business presence of 25% to 49%	
	Local presence of between 1 and 24%	
	No local presence	
Service-Disabled Veteran Business Enterprise		3
<b>Total</b>		<b>100</b>

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

**1. GENERAL**

**1.1 TERM OF CONTRACT:**

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

**1.2 INDEFINITE QUANTITY:**

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

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**1.4 PAYMENT:**

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

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under

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the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

- B. The making and acceptance of final payment will constitute:
- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**1.6 SPECIAL TOOLS & TEST EQUIPMENT:**

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

**1.7 AUDITS AND RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three 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.

**1.8 FINANCIAL DISCLOSURES AND ASSURANCE:**

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

**1.9 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. If 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.

**1.10 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

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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.

**1.11 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, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.12 TERMINATION FOR CAUSE:**

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

**1.13 ATTORNEY'S FEES:**

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

**1.14 TERMINATION WITHOUT CAUSE:**

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

**1.15 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.

**1.16 DELAYS:**

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

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the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**1.17 FORCE MAJEURE:**

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

**1.18 INDEMNITY:**

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
  - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
  - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

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- C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
  - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
  - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

**1.20 CONFIDENTIALITY:**

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of 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 a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information 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 in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.



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- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are 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.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.  
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.21 TEXAS PUBLIC INFORMATION ACT:**

- A. All material submitted by the Contractor to the City related to the Contract 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.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
  - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
  - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
    - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

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**1.22 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.

**1.23 ADVERTISING:**

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

**1.24 NO CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**1.25 GRATUITIES:**

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

**1.26 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.

**1.27 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.

**1.28 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

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not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

**1.29 WAIVER:**

The 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.

**1.30 MODIFICATIONS:**

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

**1.31 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.

**1.32 DISPUTE RESOLUTION:**

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

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**1.33 JURISDICTION AND VENUE:**

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

**1.34 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.

**1.35 HOLIDAYS:**

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
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

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Christmas Day	December 25
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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.

**1.36 SURVIVABILITY OF OBLIGATIONS:**

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

**1.37 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.38 NON-DEBARMENT CERTIFICATION:**

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

**1.39 EQUAL OPPORTUNITY:**

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

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**1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:**

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
  - i. does not “boycott Israel”; and
  - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

**1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:**

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

**1.42 SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor 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 Subcontractor 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 no later than the 10<sup>th</sup> calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that:
  - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
  - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such

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- further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

**1.43 INSURANCE:**

**A GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:  
City of Austin Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767  
OR  
[PURInsuranceCompliance@austinTexas.gov](mailto:PURInsuranceCompliance@austinTexas.gov)
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance 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.
  - viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
  - ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
  - x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
  - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
  - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
  - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
      - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
  - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
      - b. Independent Contractors coverage (Contractor/Subcontracted work);
      - c. Products/Completed Operations Liability for the duration of the warranty period;
      - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.



**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
  - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
  - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
  - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
  - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
  - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability:** Contractor shall provide Professional Liability coverage, at a minimum limit of \$500,000 per occurrence, 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.

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

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

## **2. SERVICES**

### **2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

### **2.2 WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
  - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
  - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

**CITY OF AUSTIN  
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- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally 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.

**2.3 GUARANTEE – SERVICES:**

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**2.4 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 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.

**2.5 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:**

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

**CITY OF AUSTIN  
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**2.6 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Utility building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Utility building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Utility building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

**SCOPE OF WORK**  
**SOLICITATION NO.: RFP 2200 LMI3002**  
**MARKET STUDY FOR AUSTIN WATER**

1. **PURPOSE:**

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide consulting services for Austin Water's compensation program. A market study for approximately fifty (50) Austin Water (AW) utility jobs and related titles, encompassing approximately 700 employees, are required to be reviewed to ensure a fair system that is internally and externally equitable.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance of services shall be considered a requirement although not directly specified or called for in the scope of work.

The budget for this contract will not exceed \$62,000

2. **TERM OF CONTRACT:**

The term of the contract shall commence upon execution and remain in effect for an initial term of twenty-four (24) months or the City terminates the Contract

3. **INVOICE AND PAYMENT ADDRESS:**

The City's preference is to have itemized invoices emailed or mailed to the below address:

	City of Austin
Department:	Austin Water
Attn:	Sherri Hampton
Address:	625 E, 10 <sup>th</sup> Street
City, State Zip Code:	Austin, TX 78701
Email:	Sherri.hampton@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

Payment schedule and milestones will be defined based on approved Work Plan submitted by the Contractor as per Section 6.4.

4. **DESIGNATION OF KEY PERSONNEL:**

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(s) having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain written approval for the replacement. Such approval shall not be unreasonably withheld. The City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contract Manager	Andres Ramirez	(512) 972-0310	<a href="mailto:Andres.Ramirez@austintexas.gov">Andres.Ramirez@austintexas.gov</a>
Contractual Monitor	Georgia Billela	(512) 972-0096	<a href="mailto:Georgia.Billela@austintexas.gov">Georgia.Billela@austintexas.gov</a>
Operational Monitor	Sherri Hampton	(512) 972-0413	<a href="mailto:Sherri.Hampton@ausintexas.gov">Sherri.Hampton@ausintexas.gov</a>
Procurement Specialist	Leyla Mammadova	(512) 978-1519	<a href="mailto:Leyla.Mammadova@austintexas.gov">Leyla.Mammadova@austintexas.gov</a>

**SCOPE OF WORK**  
**SOLICITATION NO.: RFP 2200 LMI3002**  
**MARKET STUDY FOR AUSTIN WATER**

**5. SCOPE OF WORK:**

- 5.1. Title of Program: AW Market Study Objective
  - 5.1.1. To review all AW-related classifications and the supporting compensation in those classifications.
    - 5.1.1.1. Related job families for Water Utility specific jobs as well as general City-wide job descriptions used in this department.
    - 5.1.1.2. Review specific program areas and divisions and make classification recommendations for each employee
    - 5.1.1.3. Review Executive Team job titles/salaries and make recommendations for each Executive
- 5.2. General Requirements:  
The Contractor shall
  - 5.2.1. Provide all requested services and complete recommendations for implementation within six months of contract start date.
  - 5.2.2. Provide all studies in accordance with applicable federal and state laws and generally accepted compensation methods.
- 5.3. Project Requirements:  
The Contractor shall
  - 5.3.1. Meet with the AW Human Resources Services Division (HRSD) and the City's Human Resource Department – Compensation team (HRD-Compensation) to finalize the methodology.
  - 5.3.2. Conduct a Classification Review
    - 5.3.2.1. Review AW's classification structure for specific Divisions within the Water Resource Management – UDS division, the Engineering Program area, the Fleet Operations, Water Meter Operations and the Risk Management/Safety Division. See Attachment A for sampling of the Incumbent Employee Count by Title.
  - 5.3.3. Review classification plan to ensure business needs are met.
    - 5.3.3.1. Review for opportunity to expand and/or create job titles/descriptions that accurately describe the roles, fill gaps, create meaningful differences in job levels, and prevent pay compression.
    - 5.3.3.2. Review each Position Analysis Questionnaire provided by AW HRSD and recommend appropriate classification.
  - 5.3.4. Meet with AW Executive & HRD-Compensation staff to review results.
  - 5.3.5. Market/Compensation Review
    - 5.3.5.1. Review the compensation system for AW and related job families.
    - 5.3.5.2. Identify benchmark jobs from each job family for market salary survey.
    - 5.3.5.3. Determine relevant job market that includes other public sector entities and relevant private employers.
    - 5.3.5.4. Conduct customized market salary survey by soliciting participation from market peers.
    - 5.3.5.5. Meet with AW management staff & HRD-Compensation to review results.
    - 5.3.5.6. Provide AW HRSD & HRD-Compensation staff a final report with the survey data. The report will include the following:

**SCOPE OF WORK**  
**SOLICITATION NO.: RFP 2200 LMI3002**  
**MARKET STUDY FOR AUSTIN WATER**

5.3.5.6.1. Market peers

5.3.5.6.2. For each benchmark:

- Number of participating entities
- Number of incumbents
- Average base pay
- Weighted base pay
- Median base pay
- Average total compensation
- Average entry pay
- Average midpoint pay

5.3.5.6.3. Statement of methodology

5.3.5.6.3.1. Whether geographical, industrial, or other differentials (such as aging; what date is data relevant?) have been applied

**6. CUSTOMER SERVICE REQUIREMENTS**

The Contractor shall

- 6.1. Respond to telephone calls and electronic mail from AW HRSD within one business day.
- 6.2. Attend all necessary meetings in the period specified and agreed upon by the AW. Meetings may be called on short notice.
- 6.3. Provide a dedicated staff and account representative. The Contractor shall provide the names of all that will be assigned to AW, their direct contact numbers, and their direct e-mail addresses. If these assignments are changed, AW must be notified.
- 6.4. Provide within 30 calendar days of contract award, a draft work plan submitted to AW HRSD. The Contractor shall meet with AW to finalize the work plan within 45 calendar days after contract award.

**7. CITY REQUIREMENTS**

The City AW HRSD staff will

- 7.1. Provide internal support for the following:
  - 7.1.1. Providing data, such as pay scales, employee data, job descriptions, and compensation and classification procedures.
  - 7.1.2. Distributing communications.
  - 7.1.3. Scheduling and/or facilitating any required meetings between employees, HR, management, etc., for the purposes of job evaluation.
  - 7.1.4. Reviewing all data, communications, reports, proposed plan and structure changes, etc.
  - 7.1.5. Providing documentation/instruction on file formats for data upload to Banner.
    - 7.1.5.1. Scheduling and/or facilitating any required meetings between employees, management, etc., for communicating the outcome of the study to include results, recommendations and implementation plans.
- 7.2. Not be responsible for the following:
  - Reviewing position analysis questionnaires.
  - Writing or correcting job descriptions.
  - Soliciting survey participation.

**SCOPE OF WORK  
SOLICITATION NO.: RFP 2200 LMI3002  
MARKET STUDY FOR AUSTIN WATER**

- Performing job matches.
- Developing cost scenarios.

**8. CONTRACTOR QUALIFICATION REQUIREMENTS**

- 8.1. The Contractor shall have at least 2 comparable studies done in the last 5 years.
- 8.2. The Contractor shall have experienced in municipality and preferable water/wastewater.

Attachment A  
Incumbent Employee Count by Title  
Market Study for Austin Water  
Market Study Data by Job Title

September 11, 2020

Job Title	No of Encumbents
Austin Water Equip Operator	20
Hvy Equipment Operator Ld	1
AW Certification Trainer	2
AW Certification Trainer Sr	2
AW Electrician I	7
AW Electrician II	13
AW Electrician III	1
AW Pipeline Tech Coord	19
AW Pipeline Technician Asst	37
AW Pipeline Technician Sr	36
AW Pipeline Technician Wkr	38
AW Treatment O & M Tech Assoc	46
AW Treatment O & M Tech Asst	74
AW Treatment O & M Tech Sr	63
AW Treatment Plant Worker	18
Community Engagement Spec	1
Conservation Program Spec	4
Coord Ocuptnl Health & Safety	2
Coord Util Logistics & Plgn	15
Div Mgr AW Ops & Maintenance	6
Div Mgr Envrnmtl Conserv	2
Div Mgr Pipeline Maintenance	6
Engineer Graduate A	8
Engineer Graduate B	17
Engineer Managing	5
Engineer Supervising	18
Engineer A	6



Attachment A  
Incumbent Employee Count by Title

Engineer B	8
Engineer C	20
Engineering Associate A	6
Engineering Technician B	4
Engineering Technician C	1
Environmental Cmplnc Assoc	1
Environmental Cmplnc Spec	1
Environmental Cmplnc Spec Sr	7
Fleet Program Manager	1
Fleet Program Coordinator	1
I & C Technician I	7
I & C Technician II	8
I&C Technician III	2
Land Management Ranger Lead	1
Land Mgmt Ranger	2
Marketing Representative B	2
Mgr AW Marketing Svcs	1
Mgr AW Operations	6
Mgr Dept Occupational Safety	1
Ocptnl Health & Safety Spec	4
Ocptnl Health & Safety Spec Sr	4
Pretreatment Cmplnc Spec	5
Pretreatment Cmplnc Spec Sr	9
Procurement Manager	1
Prgm Coord Conservation	10
Prgm Mgr Environmental Conser	3
Prgm Mgr Envrnmtl Policy	3
Prgm Mgr Pretreatment Cmplnc	1
Prgm Mgr Public Info & Mktng	1

Attachment A  
Incumbent Employee Count by Title

Public Information Spec	2
Public Information Spec Sr	2
Supt Pipeline Maintenance	7
Supt Treatment	5
Supv AW Electrical	3
Supv AW Pipeline Technician	28
Supv AW Treatment O & M	25
Supv Environ Compl	1
Supv I & C	2
Supv I & C	1
Supv Pretreatment Compliance	1
Supv Training	1
Supv Water Protection	1
Water Meter Technician Asst	15
Water Meter Technician Sr	13
Water Protection Specialist	1
Water Protection Specialist Sr	7
Total Employees	703

## Service-Disabled Veteran Business Enterprise Preference

Offeror Name

[OFFEROR NAME]

### Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
  - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.va.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.



# Offer and Certifications

Solicitation No. RFP  
2200 LMI3002

**SUBMITTAL CONTENTS**

**OFFER CERTIFICATION ..... 1**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION ..... 2**

**SUSPENSION AND DEBARMENT CERTIFICATION ..... 4**

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION..... 5**

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION ..... 7**

**LOCAL PRESENCE CERTIFICATION – OPTIONAL ..... 8**

**OFFER CERTIFICATION**

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: [Company Name](#)

Company Address: [Address](#)

City, State, Zip: [City State and Zip](#)

Company's Austin Finance Online Vendor Registration No. [Registration No.](#)

Company's Officer or Authorized Representative: [Officer's Name](#)

Title of Officer or Authorized Representative: [Officer's Title](#)

Email: [Offeror's Email Address](#)

Offeror's Phone: [Phone](#)

Offeror's Signature: \_\_\_\_\_

Date: [Date Signed](#)

**OFFER:** The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

**ACCEPTANCE BY THE CITY**

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.



**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

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

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

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

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

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

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

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

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

**(State)**

☐ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

**(State)**

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

**LOCAL PRESENCE CERTIFICATION – OPTIONAL**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

Offeror's Physical Address.

☐ **BRANCH OFFICE**

(Physical Address of Offeror's Headquarters or Branch Office)

(Check One)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☐ **Yes**

☐ **No**

(Check One)

**Benefit to the City.** In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.



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

**MARKET STUDY FOR AUSTIN WATER**

**Solicitation: RFP 2200 LMI3002**

**Addendum No: 1**

**Date of Addendum: April 1, 2021**

---

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

1. **Changes to the Solicitation due dates as follows:**

1.1 OFFERS DUE PRIOR TO time and date is changed to **April 15, 2021 at 2:00 PM (CST)**

1.2 OFFERS OPENING TIME AND DATE is changed to **April 15, 2021 at 3:00 PM (CST)**

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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# Tab 1 – Executive Summary



The Segal Company (Western States) Inc.,  
d/b/a Segal  
901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746  
T 214.466.2450  
F 214.481.0460

April 1, 2021

Leyla Mammadova  
Procurement Specialist IV  
City of Austin  
124 W 8<sup>th</sup> Street, Rm 310  
Austin, TX 78701

## **Re: RFP #2200 LMI3002 Proposal for Market Study for Austin Water**

Dear Ms. Mammadova:

Thank you for the opportunity to submit this proposal for a market study to the City of Austin on behalf of Austin Water (“AW”). Through our extensive experience providing human resources advice to public sector clients nationwide, we think Segal is best qualified to assist you with this project.

Segal has an extensive record of success nationally, regionally, and locally. When choosing a compensation advisor, it is important to have confidence in the qualifications and credentials of both the company you choose and its consulting team. Segal has completed compensation studies for water authorities and public sector organizations in 35 states, including many throughout Texas. A representative sample of our Texas and water authority/utility clients is as follows:

- Harris County Appraisal District
- Jackson County
- Johnson County
- Smith County
- Webb County
- City of Austin
- City of Bryan
- City of Carrollton
- City of College Station
- City of Fort Worth
- City of Garland
- City of Houston
- City of League City
- Guadalupe-Blanco River Authority
- Kerrville Public Utilities Board
- New Braunfels Utilities
- Trophy Club Municipal Utility District
- Center for Health Care Services of Bexar County
- Fort Bend Central Appraisal District
- San Antonio Housing Authority
- College of the Mainland
- Collin County Community College
- Castaic Lake Water Authority (CA)
- Coachella Valley Water District (CA)
- Columbus Water Works (CA)
- Denver Water (CO)

- City of San Antonio
- City of San Marcos
- City of Wylie
- City of Austin – Transportation Dept.
- Denton County Transportation Authority
- Harris County Transportation Authority
- Port of Houston Authority
- City of Austin – Austin Energy
- Greenville Electric Utility System
- Des Moines Water Works (IA)
- D.C. Water & Sewer Authority
- Fairfax Water (VA)
- Great Lakes Water Authority (MI)
- Loudoun Water (VA)
- Toho Water Authority (FL)
- Water Replenishment District of Southern California
- West County Wastewater District (CA)

We understand AW seeks the assistance of a consultant to provide consulting services for the compensation program, including a market study for approximately fifty (50) utility jobs and related titles, encompassing approximately 700 employees, to ensure a fair system that is internally and externally equitable.


Specifically, we understand the scope of this study will include:

- Review all AW-related classifications and the supporting compensation in those classifications, as well as related job families for Water Utility specific jobs and general City-wide job descriptions used in this department
- Review specific program areas and divisions and make classification recommendations for each employee
- Review Executive Team job titles/salaries and make recommendations for each Executive
- Conduct a classification review of AW's classification structure for specific divisions
- Review for opportunity to expand and/or create job titles/descriptions that accurately describe the roles, fill gaps, create meaningful differences in job levels, and prevent pay compression
- Review each Position Analysis Questionnaire provided by AW HRSD and recommend appropriate classification
- Conduct a market compensation review of relevant public sector and private employers to determine market competitiveness

Segal certifies it can and will comply with the requirements, provisions, terms, and conditions specified in this solicitation.

We appreciate your consideration for this assignment and welcome the opportunity to meet with you to answer any questions you have. Please feel free to contact me by phone at 214.466.2460 or by email at [reledge@segalco.com](mailto:reledge@segalco.com). As an officer of the firm, I am authorized to bind the proposer to the terms of the proposal.

Sincerely yours,



Ruth Ann Eledge, SPHR, SHRM-SP  
Vice President



## Tab 2 – Authorized Negotiator

As an officer of the firm, Ruth Ann Eledge, Vice President, is authorized to negotiate contract terms and bind firm in contract matters.

Ruth Ann Eledge, Vice President  
901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746  
214.466.2460  
[reledge@segalco.com](mailto:reledge@segalco.com)

# Tab 3 – Business Organization

## About Our Company

The Segal Company (Western States) Inc., d/b/a Segal  
901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746

The Segal Group ([www.segalco.com](http://www.segalco.com)) has been a leading, independent firm of benefit, compensation, and human resources consultants since its founding in 1939. Our clients include corporations, non-profit organizations, higher education institutions, professional service firms, and public sector entities, and jointly trusted benefit funds.

Segal is an independent, employee-owned private corporation with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs.

Our firm is headquartered and incorporated in the State of New York and has more than 1,000 employees working in the following offices throughout the U.S. and Canada.

Albuquerque, NM	Detroit, MI	New York, NY
Atlanta, GA	Edmonton, AB	Philadelphia, PA
Austin, TX	Fort Washington,	Phoenix, AZ
Boston, MA	Hartford, CT	Princeton, NJ
Braintree, MA	Juneau, AK	San Francisco, CA
Chicago, IL	Los Angeles (Glendale), CA	Toronto, ON
Cleveland, OH	Minneapolis, MN	Washington, DC
Denver, CO	Montreal, QC	Worcester, MA

For 80 years, we have developed cutting-edge total rewards approaches that provide quality health care, secure retirement, and competitive compensation programs for our clients' employees. Offering comprehensive total compensation and benefits packages requires governments to continually search for cost efficiencies and innovations. Many widely accepted benefit practice and cost containment solutions were originally designed by Segal.

## Company History and Staff

The Segal Group was founded as the Martin E. Segal Company in October 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers.

Through our history, we've built a group of brand names you've come to count on for truly personal actuarial, investment and human resources consulting expertise aimed at one mission: delivering trusted advice that improves lives. **Today in 2021, we now formally operate under one name: Segal.**

Segal, Segal Benz and Segal Marco Advisors are all members of the Segal family. While company names and logos have evolved over the firm's 80-year history, we remain an employee-owned firm known for providing unbiased consulting based on the integrity, expertise, personal investment and trusted advice of our people.

The Segal Group is a founding member of the Multinational Group of Actuaries and Consultants (MGAC), whose member companies across the world meet clients' needs for assistance in international benefits planning

The Segal Group is a private corporation owned by its active officers, with no shareholder owning more than 5% of the common stock. Our firm's chief officers are:

- Joseph Lo Cicero – Chairman
- David Blumenstein – President and Chief Executive Officer
- Ricardo DiBartolo – Senior Vice President, Chief Financial Officer and Treasurer
- Steven Greenspan – Senior Vice President, Secretary and General Counsel

## Company Organization Chart

Segal is a completely independent organization with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs. Visit us at [www.segalco.com](http://www.segalco.com).

★ Segal	★ SEGAL BENZ	★ Segal Marco Advisors
<p>Our teams help a wide range of industries. No matter who you are, we can assist you with:</p> <ul style="list-style-type: none"> <li>Administration and Technology Consulting</li> <li>Benefit Audit Solutions</li> <li>Compensation and Career Strategies</li> <li>Compliance</li> </ul>	<ul style="list-style-type: none"> <li>Health and Welfare Benefits</li> <li>HR and Benefits Technology</li> <li>Insurance</li> <li>Organizational Effectiveness</li> <li>Retirement Benefits</li> </ul>	<ul style="list-style-type: none"> <li>Benefits Communication</li> <li>Communication Strategy</li> <li>Personalized Benefit Statements</li> <li>Surveys and Focus Groups</li> <li>Website and Portal Design</li> </ul>
<div data-bbox="461 1583 516 1640" data-label="Image"> </div> <p><b>Not any solution—your solution. Personalized advice and help.</b></p>		

# Tab 4 - Qualifications

## Compensation & Career Strategies Services

Segal's Compensation & Career Strategies practice offers solutions and advice regarding:

- Total Compensation Market Studies
- Total Compensation System Design and Implementation
- Job Classification Analyses
- Job Evaluation System Design and Implementation
- Performance Management System Design and Implementation
- Employee Opinion Surveys
- Pay Equity Analysis

Our consulting approach is based on customized solutions to meet specific needs, not “off-the-shelf” systems. Our goal is to maximize the value of total rewards by encouraging employee participation in our engagements. This is crucial to a successful outcome.

### ***Total Compensation Market Studies***

We conduct total compensation market analyses targeted to specific comparable employers. This process identifies benchmark positions that are representative of an employer's workforce. The surveys capture information on pay ranges, maximum hiring pay rates, pay progression policies, performance-based reward systems, paid time off, health and welfare related benefits, and retirement benefits. As a routine part of any project, Segal provides clients with all detailed source data received through our surveys.

### ***Total Compensation System Design and Implementation***

We design total reward systems by working with clients to develop compensation philosophies that support organizational strategic goals and compensation best practices. We frequently work with clients to transform longevity-based pay programs to performance-based systems. Additionally, we often work with our clients in a joint labor-management environment to facilitate and communicate reward system changes.

### ***Job Classification Analyses***

Classification studies include development and analysis of position questionnaires and employee interviews as the basis for evaluating and streamlining the classification structure. Additionally, we can assist in developing customized job descriptions that are consistent with legislation such as FLSA and ADA.

## ***Job Evaluation System Design and Implementation***

Our Segal Evaluator™ point-factor method of job evaluation is easily understood and provides an internal hierarchy based on established factors common to jobs throughout the organization. This approach determines the eight specific compensable factors customized to support the operating environment and organizational structure of each client.

## ***Performance Management***

Based on an organization's compensation strategy, we will develop a performance management approach that includes tools to measure individual and group performance as well as tie the performance management system to a pay delivery approach.

## ***Employee Opinion Surveys***

As part of evaluating total compensation programs, we frequently design and implement opinion surveys to measure employees' preferences and priorities regarding all aspects of their rewards of work (direct compensation, paid leave, benefits programs, work environment, career opportunities, affiliation with the organization, and other aspects). Our analysis can include comparisons of demographic groups, highlighting differences by occupational categories, career stage, or other groupings. In addition, we often conduct employee engagement surveys to understand employees' level of motivation and morale, turnover potential, and other measurable aspects of commitment and engagement with the organization.

## ***Pay Equity Analysis***

As an increasing number of states have enacted pay equity legislation, Segal can conduct pay equity analysis based on gender and/or race. Our analysis identifies the existence of potential pay disparities and provides recommendations for policies to correct and prevent inequities.

# Tab 5 – Experience

---

## Colorado Springs Utilities

111 S. Cascade Avenue  
Colorado Springs, CO 80903

Ms. Marcy Hudson  
Human Resources Manager

(719) 668-7526  
mHUDSON@csu.org

- Analyzed executive positions using data collected including job specifications, FLSA designation reports, EEO demographics, and position description questionnaires
- Conducted a total cash compensation study for 20 executive positions and developed a new management structure
- Recommended adjustments to pay grades to ensure market competitiveness
- *Dates of Services: 2013, 2014, 2017*
- *Value of contract – multiple projects approximately \$100,000*
- *Time to complete – each project was completed in the agreed upon timeline*
- *Project Team – Ruth Ann Eledge, Project Manager; Joyce Powell, Senior Compensation Analyst*

---

## City of Fort Worth, TX

1000 Throckmorton Street  
Ft. Worth, TX 76102

Mr. Howard Cates, CPM, SPHR,  
SHRM-SCP

HR Manager of Compensation,  
Classification and Civil Service

(817) 392- 7772  
Howard.Cates@fortworthtexas.gov

- Researched, developed and recommended compensation structures for the City's general exempt and non-exempt job classifications utilizing market data provided by the City and proposed a job classification system to upgrade or replace the City's current job classification system for their general employee classifications
  - Analyzed approximately 435 job titles covering approximately 3,745 employees
  - Analyzed market data provided by the City for 134 benchmark jobs from approximately 35 benchmark organizations using market data collected and provided by the City
  - Updated current pay schedules and design recommended salary schedules
  - Recommended compensation structures for the City's exempt classifications
  - Developed options and approaches for long-term sustainability; facilitated discussions on successful approaches for system maintenance, including policy changes to guide future compensation approaches based on best practices
  - Prepared and delivered report; provided documentation on proposed changes and assist in the communication of these changes; defined the approach to be used in evaluating market changes; identified steps to recommend structure adjustments; provided options for movement through pay ranges; developed administrative guidelines for continued maintenance of the compensation system
  - *Dates of Services: 2014 – 2018*
  - *Value of contract – multiple projects approximately \$175,000*
  - *Time to complete – each project was completed in the agreed upon timeline*
  - *Project Team – Ruth Ann Eledge, Project Manager; Joyce Powell, Senior Compensation Analyst*
-

The following reports, available online, provide specific examples of how our organization's expertise and recommendations have benefited a public agency:

**State of Alaska**

<http://doa.alaska.gov/dop/fileadmin/directorsoffice/pdf/segalfinalreport.pdf>

**State of Colorado**

[https://www.colorado.gov/pacific/sites/default/files/DPA%20Annual%20Compensation%20Survey%20Report%20FY2014-15\\_0.pdf](https://www.colorado.gov/pacific/sites/default/files/DPA%20Annual%20Compensation%20Survey%20Report%20FY2014-15_0.pdf)

**State of Rhode Island**

<http://www.local2881.org/docs/Segal%20Report%20to%20State%20of%20RI%2001-26-13.pdf>

**State of Washington**

<https://ofm.wa.gov/state-human-resources/compensation-job-classes/compensation-administration/state-salary-survey>

**City of Phoenix, AZ**

<https://www.phoenix.gov/itssite/Documents/070008.pdf>

**City of San Antonio, TX**

<https://therivardreport.com/wp-content/uploads/2019/03/City-of-San-Antonio-TX-2018-Compensation-Report-FINAL.pdf>

**City of San Diego Police Department, CA**

[http://www.sandiego.gov/mayor/pdf/sdpd\\_repositions11614.pdf](http://www.sandiego.gov/mayor/pdf/sdpd_repositions11614.pdf)

**City of Sioux Falls, SD**

<https://www.siuoxfalls.org/-/media/Documents/hr/2018-comp-benefits.ashx>

**Pierce County, WA**

<https://www.piercecountywa.gov/DocumentCenter/View/83114/Pierce-County---Total-Compensation-Study-Report>

Additionally, please view the following video for a demonstration of our Employee Presentation:

<https://www.youtube.com/watch?v=mANlaWDw6bg>

# Segal Client List

## States, Agencies, Retirement Systems

State of Alabama  
State of Alaska  
State of Arizona  
Central Arizona Fire and Medical Authority  
State of Colorado  
Division of Human Resources  
District of Columbia  
State of Delaware  
State of Georgia:  
Department of Audits & Accts  
Merit System  
State of Illinois:  
Board of Education  
Teachers' Retirement System  
Universities Retirement System  
State of Iowa  
State of Maryland:  
Department of Budget & Management  
Department of Mental Health  
Commonwealth of Massachusetts:  
Bay Transportation Authority  
Department of Transportation  
School Building Authority  
State Lottery  
Treasurer & Receiver  
Teachers' Retirement System  
State of Maine  
State of Minnesota Public Safety Commission  
State of New Hampshire (DAS)  
State of North Carolina Education Lottery  
State of Ohio Public Employees Retirement System  
State of Oregon:  
Legislative Assembly  
Lottery  
State of Rhode Island  
State of Texas Employees Retirement System  
State of Washington

## Court Systems

Administrative Office of the U.S. Courts  
State of California Superior Court, County of Los Angeles  
State of Colorado Judicial Branch  
State of Maine Judiciary  
State of Maryland Judiciary  
Commonwealth of Massachusetts Trial Court  
State of Minnesota Judiciary  
State of New Hampshire Judicial Branch  
State of New Jersey Judiciary  
State of Ohio Supreme Court  
State of Vermont Judiciary

## Counties

Albemarle County (VA)  
Anderson County (SC)  
Anne Arundel County (MD)

Arlington County (VA)  
Barry County (MI)  
Bay County (MI)  
Boulder County (CO)  
Campbell County (WY)  
City/County of Denver (CO)  
Coconino County (AZ)  
Deschutes County (OR)  
Fairfax County (VA)  
Forsyth County (GA)  
Frederick County, (MD)  
Harris County Appraisal District (TX)  
Inyo County (CA)  
Isabella County (MI)  
Jackson County (TX)  
Jefferson Parish, (LA)  
Johnson County (TX)  
Kenosha County (WI)  
Lake County (IL)  
Laramie County (WY)  
Laramie County Library System (WY)  
Las Vegas – Clark County Library (NV)  
Lexington County (SC)  
Lincoln County (SD)  
Los Alamos County (NM)  
Macomb County (MI)  
Minnehaha County (SD)  
Mohave County (AZ)  
Oakland County (MI)  
Pierce County (WA)  
Pinal County (AZ)  
Pinellas County, (FL)  
Prince George's County (MD)  
Prince William County (VA)  
Santa Barbara County (CA)  
Seminole County (FL)  
Shelby County (TN)  
Smith County (TX)  
Spotsylvania County (VA)  
Stafford County (VA)  
Washington County (WI)  
Waukesha County (WI)  
Webb County (TX)

## Municipalities

City of Albuquerque (NM)  
City of Alexandria, (VA)  
City of Asheville (NC)  
City of Aurora (CO)  
City of Austin (TX)  
City of Avondale (AZ)  
City of Baltimore (MD)  
City of Boston (MA)  
City of Bowie (MD)  
City of Bristol (CT)  
City of Bryan (TX)  
City of Cape Coral (FL)  
City of Carlsbad (CA)  
City of Carrollton (TX)  
City of Cedar Rapids (IA)

City of Chandler (AZ)  
City of Charlotte, (NC)  
City of College Station (TX)  
City of Dover (DE)  
City of Fort Lauderdale (FL)  
City of Fort Worth (TX)  
City of Gaithersburg (MD)  
City of Garland (TX)  
City of Glendale (AZ)  
City of Goleta (CA)  
City of Goodyear (AZ)  
City of Grand Rapids (MI)  
City of Greenville (NC)  
City of Greenville (SC)  
City of Henderson (NV)  
City of Hollywood (FL)  
City of Houston (TX)  
City of Kansas City (MO)  
City of Knoxville (TN)  
City of Lansing (MI)  
City of Las Vegas (NV)  
City of League City (TX)  
City of Livermore (CA)  
City of Manassas (VA)  
City of Maricopa (AZ)  
City of Middletown (CT)  
City of New Bedford (MA)  
City of North Kansas City (MO)  
City of Olathe (KS)  
City of Palo Alto (CA)  
City of Phoenix (AZ)  
City of Pittsburgh (PA)  
City of Prescott (AZ)  
City of Raleigh (NC)  
City of Rehoboth Beach (DE)  
City of Richmond (CA)  
City of Salem (VA)  
City of San Antonio (TX)  
City of San Diego (CA)  
City of San Marcos (CA)  
City of San Marcos (TX)  
City of Santa Cruz (CA)  
City of Santa Monica (CA)  
City of Seaford, (DE)  
City of Seattle (WA)  
City of Sedona (AZ)  
City of Sierra Vista (AZ)  
City of Sioux Falls (SD)  
City of Solon (OH)  
City of Surprise (AZ)  
City of Wilmington (DE)  
City of Wylie (TX)  
Bloomfield Township, (MI)  
Terrebonne Parish (LA)  
Terrebonne Parish, (LA)  
Town of Acton (MA)  
Town of Buckeye (AZ)  
Town of Millsboro (DE)  
Town of Ocean City (MD)



**Transportation Systems**

Alaska Railroad Corporation  
 AC Transit (CA)  
 Bay Area Rapid Transit (CA)  
 Ben Franklin Transit (WA)  
 Bishop International Airport Authority (MI)  
 City of Austin – Transportation Dept. (TX)  
 Central Ohio Transit Authority (OH)  
 C-TRAN (WA)  
 Columbus Regional Airport Authority (OH)  
 Denton County Transportation Authority (TX)  
 Denver Regional Transit District (CO)  
 Des Moines Area Regional Transit (IA)  
 Fort Wayne-Allen County Airport Authority  
 Golden Gate Bridge and Highway  
 Transportation District (CA)  
 Harris County Transportation Authority (TX)  
 Hillsborough Area Regional Transit (FL)  
 Indianapolis Public Transportation (IN)  
 Jacksonville Aviation Authority (FL)  
 Jacksonville Transportation Authority (FL)  
 Kansas City Area Transit Authority (MO)  
 Kenton County Airport Board (KY)  
 Lehigh Northampton Airport Authority (PA)  
 Lincoln Airport Authority (NE)  
 Maryland Transit Administration  
 Metro St. Louis (MO)  
 Metropolitan Atlanta Rapid Transit Authority  
 Metropolitan Nashville Airport Auth. (TN)  
 Milwaukee County Transportation Auth. (WI)  
 National Railway Labor Commission  
 New Jersey Turnpike Authority  
 Northern Arizona Intergovernmental  
 Transportation Authority  
 Orange County Transportation Authority (CA)  
 Pace, Suburban Bus Division of the RTA (IL)  
 Pierce Transit (WA)  
 Port Authority of Allegheny County (PA)  
 Port of Houston Authority (TX)  
 Raleigh-Durham Airport Authority (NC)  
 San Mateo County Transit (CA)  
 Southern California Regional Rail Authority  
 Transit Management of Southeast Louisiana  
 Transit Management of Washoe County (NV)  
 Valley Metro/RPTA (AZ)  
 Victor Valley Transit Authority (CA)  
 Virginia Railway Express  
 Washington DC Metropolitan Area Transit  
 Authority

**Utilities and Water Authorities**

Birmingham Water Works Board (AL)  
 Castaic Lake Water Authority (CA)  
 Central Arizona Project (AZ)  
 City of Austin – Austin Energy (TX)  
 Coachella Valley Water District (CA)  
 Colorado Springs Utilities  
 Columbus Water Works (GA)  
 Denver Water (CO)  
 Des Moines Water Works (IA)  
 D.C. Water & Sewer Authority  
 Easton Utilities Commission (MD)  
 Fairfax Water (VA)  
 Great Lakes Water Authority (MI)  
 Greenville Electric Utility System (TX)  
 Greenville Utilities Commission (NC)  
 Guadalupe-Blanco River Authority (TX)  
 Kerrville Public Utilities Board (TX)  
 Loudoun Water (VA)  
 Metropolitan District Commission (CT)  
 Navajo Tribal Utility Authority (AZ)  
 New Braunfels Utilities (TX)  
 Orange County Public Utilities (FL)  
 Platte River Power Authority (CO)  
 Prince William County Service Authority (VA)  
 Raleigh Public Utilities District (NC)  
 Texas Municipal Power Authority  
 Toho Water Authority (FL)  
 Trophy Club Municipal Utility District (TX)  
 Upper Occoquan Service Authority (VA)  
 Water Replenishment District of Southern  
 California  
 West County Wastewater District (CA)

**Other Clients**

Baltimore County Public Library (MD)  
 Bexar County Juvenile Probation Department  
 CareerSource of Palm Beach County (FL)  
 Center for Health Care Services of Bexar County  
 (TX)  
 Clearview Library District (CO)  
 Columbus Metropolitan Library (OH)  
 Cuyahoga Library District (OH)  
 Fort Bend Central Appraisal District (TX)  
 Greater Vallejo Recreation District, (CA)  
 King County Housing Authority (WA)  
 Minnehaha County Deputies Association (SD)  
 Northern California UFCW  
 Northern Virginia Regional Park Authority  
 Orleans Parish Sheriff's Office (LA)  
 San Antonio Housing Authority (TX)  
 Santa Monica Libraries (CA)  
 Southeast Michigan Council of Governments  
 Southern California Association of Governments  
 Spokane Regional Health District (WA)  
 Teachers Retirement System of Illinois  
 Timberland Regional Library (WA)  
 U.S. Office of Personnel Management

**Public School Districts**

ABC Unified School District (CA)  
 Adams 12 Five Star School District (CO)  
 Alexandria City Public Schools (VA)  
 Arlington Public Schools (VA)  
 Boulder Valley School District (CO)  
 Chesterfield County Public Schools (VA)  
 Denver Public Schools (CO)  
 East Baton Rouge Parish School System (LA)  
 Fairfax County Public Schools (VA)  
 Frederick County Public Schools (MD)  
 Lafayette Parish School System (LA)  
 Loudoun County Public Schools (VA)  
 Norfolk Public Schools (VA)  
 Prince George's Co Public Schools (MD)  
 Prince William Co Public Schools (VA)  
 Spokane Public Schools (WA)  
 Springfield Public Schools (MA)  
 Stafford County Public Schools (VA)  
 Virginia Beach City Public Schools (VA)

**Public Sector Higher Education**

Bunker Hill Community College (MA)  
 Butler Community College (KS)  
 Central Piedmont Community College (NC)  
 Central New Mexico Community College  
 College of the Mainland (TX)  
 Collin County Community College (TX)  
 Colorado Community College System  
 Community College of Philadelphia (PA)  
 Community College System of New Hampshire  
 Delaware County Community College (PA)  
 George Mason University (VA)  
 Grand Rapids Community College (MI)  
 James Madison University (VA)  
 Maricopa County Community College (AZ)  
 Milwaukee Area Technical College (WI)  
 Morehead State University (KY)  
 Montgomery College (MD)  
 Mott Community College (MI)  
 Northern Virginia Community College  
 Northern Wyoming Community College  
 Palomar College (CA)  
 Parkland College (IL)  
 Portland Community College (OR)  
 Radford University (VA)  
 Texas A&M University Libraries  
 Thomas Edison State College (NJ)  
 University of Connecticut  
 University of the District of Columbia  
 Virginia Community College System  
 Yavapai Community College (AZ)

## Segal's Project Team

We bring to this project an excellent combination of skills and experience in public sector compensation and classification analysis and design.

The Segal project team consists of experienced consultants who are dedicated to meeting the needs of AW in a manner that is cost efficient, timely, and of high quality.

Our team has relevant advanced degrees and professional certifications including:

- Certified Compensation Professional (CCP) through WorldatWork
- Professional (PHR), Senior Professional in Human Resources (SPHR) and SHRM Senior Certified Professional (SHRM-SCP) through the Society for Human Resources Management (SHRM)

Staff Member	Role
Ruth Ann Eledge, SPHR, SHRM-SP	Senior Consultant, Client Relationship Manager
Andrea Averill, MSIR	Senior Consultant, Project Manager
Lauralee Adams, CCP, PHR, SHRM-CP	Senior Associate
Joyce C. Powell, CCP	Senior Associate
<b><i>Additional Consultants and Analysts will be added to ensure timely completion of project timelines and deliverables.</i></b>	

We invite you to review the resume of each team member on the following pages.

# Ruth Ann Eledge, SPHR, SHRM-SP

## *Vice President*

### **Project Role: Senior Consultant/Client Relationship Manager**

## **Expertise**

Ms. Eledge is a Vice President of Segal. In this role, she leads and oversees many of our Human Resources studies and compensation projects and works closely with the entire consulting team to ensure on-time delivery while meeting the quality requirements of our clients.

## **Clients**

### States, Agencies, and Retirement Systems

**El Paso City Employees' Pension Fund (TX)**

Fire and Police Pension Association (CO)

State of Illinois:

Teachers' Retirement System

Universities Retirement System

State of North Carolina Education Lottery

**State of Texas Assoc. of Public Employee  
Ret. Systems**

State of Oregon Legislative Assembly

State of Oregon Lottery

### Counties

**Bandera County Appraisal District (TX)**

Bay County (MI)

**Comal County (TX)**

**Harris County Appraisal District (TX)**

Howard County (MD)

**Jackson County (TX)**

Jefferson County (CO)

Lincoln County (SD)

Macomb County (MI)

Montrose County (CO)

Terrebonne Parish (LA)

Santa Barbara County (CA)

Shelby County (TN)

**Webb County (TX)**

### Higher Education

**College of the Mainland (TX)**

**Collin County Community College (TX)**

Harford Community College (MD)

Northeast Community College (NE)

**Texas A & M University – Libraries**

### Municipalities

**City of Addison (TX)**

City of Avondale (AZ)

**City of Austin (TX)**

**City of Bryan (TX)**

City of Chandler (AZ)

City of Charlotte (NC)

**City of College Station (TX)**

City of Colorado Springs (CO)

**City of Edinburg (TX)**

**City of Farmers Branch (TX)**

**City of Fort Worth (TX)**

City of Fountain (CO)

City of Goleta (CA)

**City of Granbury (TX)**

City of Grand Rapids (MI)

City of Greenville (NC)

City of Greenville (SC)

**City of Houston (TX)**

**City of League City (TX)**

City of Lynnwood (WA)

City of Maricopa (AZ)

City of Marana (AZ)

City of Oklahoma City (OK)

City of Overland Park (KS)

City of Palo Alto (CA)

City of San Marcos (CA)

**City of Sugar Land (TX)**

City of Thibodaux (LA)

City of Thornton (CO)

**City of Tyler (TX)**

Town of Chapel Hill (NC)

Village of Winnetka (IL)

### Other Clients

Anderson Public Library (IN)

Indianapolis-Marion County Library (IN)

Kansas City Housing Authority (KS)

**Montgomery County 911 (TX)**

North Little Rock Housing Authority (AR)

**Tarrant County 911 (TX)**

### Transportation

Bishop International Airport Authority (MI)  
Capital District Transit Auth. (NY)  
City of Charlotte (NC) – Airport Authority  
C-TRAN (WA)  
Columbus Regional Airport Authority (OH)  
Fort Wayne-Allen County Airport Auth. (IN)  
Jacksonville Port Authority (FL)  
Lincoln Airport Authority (NE)  
Metropolitan Nashville Airport Authority (TN)  
**Port of Houston Authority (TX)**  
Raleigh-Durham Airport Authority (NC)

### Utilities and Water Authorities

**City of Austin – Austin Energy (TX)**  
Colorado Springs Utilities  
**Floresville Electric (TX)**  
**Greenville Electric Utilities (TX)**  
Greenville Utilities Commission (NC)  
**Guadalupe Brazos River Authority (TX)**  
**New Braunfels Utilities (TX)**  
Orange Water and Sewer District (NC)  
**San Miguel Electric Cooperative, Inc. (TX)**  
Toho Water Authority (FL)

## ***Professional Background***

Prior to joining Segal, Ms. Eledge worked at The Waters Consulting Group, one of the most experienced firms in public sector human resources and compensation consulting, which was acquired by Segal in 2014. Before joining Waters Consulting Group in 2000, Ms. Eledge served as the City of Austin's Director of Human Resources and Civil Service. Under her leadership, the City received an A+ rating from Governing Magazine for having a top Human Resource Department in 2000, an honor given only to two cities nationwide. Ms. Eledge has worked closely with various boards and commissions for the City of Austin, Texas, including the Civil Service Commission, Human Rights Commission, Mayor's Committee for Persons with Disabilities, and the City Council Affirmative Action Subcommittee.

## ***Education/Professional Designations***

Ms. Eledge received her Master's degree (MPA) from Southwest Texas State University and her Bachelor's degree from the University of Texas at Austin.

## Andrea Averill, MSIR

### *Senior Consultant*

**Project Role: Project Manager**

### *Expertise*

Ms. Averill is a Senior Consultant in Segal's New York office with over 20 years of experience in human capital consulting. She is a recognized thought leader and subject matter expert on compensation/rewards, compensation assessment, turnover reduction and retention strategy and performance management. She brings a breadth of knowledge and depth of expertise in working with clients to diagnose, evaluate and implement effective total reward strategies and compensation programs that drive both individual and organizational performance. She is an experienced project manager and leads projects in a variety of industries including foundations, research organizations, medical associations, education, nonprofit, pharmaceutical, technology and financial services sectors.

### *Sample Projects*

- A large, multi-national research organization with over 1800 employees, sought more effective job progression and career ladders for specialized research positions. As project manager, Ms. Averill led the development of career ladders and competitive salary bands for technical roles. She worked with department heads to gather job information and draft career ladders and corporate compensation in the development of competitive salary bands for the career ladders. As a result, this prominent research organization experienced improved retention of high performers and achieved higher engagement scores.
- A \$700M research organization facing increased competition for talent sought to develop a market based approach to pay. As project manager, Ms. Averill led the development, implementation and communications for developing a compensation philosophy, market based salary structure and performance cash program to improve attraction, retention and individual performance.
- A nonprofit, research organization, with 500 employees was undergoing transformational change in response to the competitive landscape of their industry. Management recognized a need for enhanced talent management to achieve their strategic objectives. Ms. Averill served as project manager in the development of a competency based, multi-rater performance management system with cascading goal and rating calibration processes and incentive compensation redesign from a profit sharing and executive retention bonus plan to a firm wide incentive plan. As a result, this organization has improved attraction and retention and increased profitability through new and expanded contracts.

### *Published Work/Speeches and Affiliations*

- Ms. Averill is member of the Society for Human Resources Management and World at Work
- She has contributed to the following research and articles:
  - HR Magazine, Measure Compensation's Impact, September 1, 2012
  - HR Magazine, The Art of Setting Pay, May 1, 2013

- Saint Louis University Management School of Business publication, Managing Dysfunctional, Avoidable Turnover: Advancing Theory and Research on Turnover Management. July 27, 2016

### ***Professional Background***

Ms. Averill has held progressive positions within the compensation consulting practices at Willis Towers Watson in Philadelphia, PA, Segal in Princeton, NJ and founded and managed the SRC Group, LLC in North Whitehall, PA. She has also held corporate human resources positions at FMC in Philadelphia, PA and Swiss Bank Corporation in Chicago, IL.

### ***Education/Professional Designations***

Ms. Averill has a master's degree in industrial relations, specializing in compensation management and plan design from Loyola University of Chicago. She studied economics at Purdue University and Loyola University in Chicago, where she received her bachelor's degree.

# Lauralee Adams, CCP, PHR, SHRM-CP

## Senior Associate

### Project Role: Senior Compensation Analyst

#### Expertise

Mrs. Adams joined Segal in December 2018 with more than six (6) years of human resources experience. She performs complex analytical work for total compensation market studies and job classification analysis.

#### Clients

##### States, Agencies, and Retirement Systems

State of Washington

##### Counties

Campbell County (IL)

Inyo County (CA)

Lake County (IL)

Lincoln County (SD)

Seminole County (FL)

Webb County (TX)

##### Municipalities

City of Kansas City (MO)

##### K-12 School Districts

Virginia Beach City Public Schools (VA)

##### Higher Education

Northern Virginia Community College

University of North Texas

##### Transportation

San Mateo County Transit District (CA)

Kansas City Area Transportation Authority (MO)

##### Other Clients

Fort Bend Central Appraisal District (TX)

Greater Vallejo Recreation District (CA)

Minnehaha County Deputies Association (SD)

Wayne County Airport Authority (MI)

##### Utilities and Water Authorities

Columbus Water Works (GA)

#### Professional Background

Prior to joining Segal, Mrs. Adams worked for two years as a Compensation Analyst for the City of Clarksville in Tennessee where she updated the out-of-date pay structure to better represent the market and to make data-driven recommendations for wage increases. Mrs. Adams also spent four years as a Human Resources Manager for a national marketing firm in Shreveport, Louisiana.

#### Education

Mrs. Adams received her M.A. in Industrial/Organizational Psychology from the number one Master's Program in the country for the I/O field at Middle Tennessee State University in Murfreesboro, Tennessee. Before that, she obtained her B.A. in Psychology from Centenary College in Shreveport, Louisiana. Mrs. Adams also holds several professional certifications including her CCP (Certified Compensation Professional), her PHR (Professional in Human Resources), and her SHRM-CP (Society for Human Resources Management Certified Professional).

# Joyce C. Powell, CCP

## Senior Associate

### Project Role: Senior Compensation Analyst

#### Expertise

Ms. Powell is a Senior Associate in with more than 20 years of hands-on compensation experience, ten of which have been in the public sector. Her expertise includes conducting market analyses; designing pay structure; conducting FLSA classification reviews and internal equity reviews; developing and costing pay plan implementation scenarios; writing job descriptions; developing custom survey documents, and developing affirmative action plans. She is also experienced in job analysis and job evaluation.

#### Clients

##### States, Agencies, and Retirement Systems

State of Delaware  
Fire and Police Pension Association (CO)  
Commonwealth of Massachusetts:  
    School Building Authority  
    Treasurer & Receiver  
Oregon State Legislature  
State of Illinois:  
    Board of Education  
    Teachers' Retirement System  
    Universities Retirement System of IL  
State of New Hampshire  
State of Ohio Public Employees Ret. System  
State of Oregon Lottery  
**State of Texas Municipal Retirement System**

##### Counties

Anderson County (SC)  
Bay County (MI)  
**Gillespie County (TX)**  
Isabella County (MI)  
Jefferson County (CO)  
**Johnson County (TX)**  
Kenosha County (WI)  
Lake County (IL)  
Lexington County (SC)  
Macomb County (MI)  
McKinley County (NM)  
Montrose County (CO)  
Terrebonne Parish (LA)

##### K-12 School Districts

Prince George's County Public Schools (MD)  
Stafford County Public Schools (VA)

##### Municipalities

City of Ashville (NC)  
City of Auburn (AL)  
**City of Austin (TX)**  
City of Avondale (AZ)  
City of Boston (MA)  
City of Cape Coral (FL)  
**City of Cedar Hill (TX)**  
**City of College Station (TX)**  
City of Colorado Springs (CO)  
City of Denver (CO)  
City of Fort Lauderdale (FL)  
**City of Fort Worth (TX)**  
City of Fountain (CO)  
**City of Garland (TX)**  
City of Grand Rapids (MI)  
City of Greenville (NC)  
City of Greenville (SC)  
City of Hollywood (FL)  
City of Kansas City (MO)  
**City of League City (TX)**  
**City of Liberty (TX)**  
City of Lynnwood (WA)  
City of Maricopa (AZ)  
**City of Missouri City (TX)**  
City of Palo Alto (CA)  
City of Poway (CA)  
City of San Marcos (CA)  
**City of San Marcos (TX)**  
City of Sierra Vista (AZ)  
City of Thornton (CO)  
City of Upper Arlington (OH)  
**City of Wichita Falls (TX)**  
City of York (PA)  
Town of Chapel Hill (NC)



#### Higher Education

Central New Mexico Community College  
**College of the Mainland (TX)**  
**Collin County Community College (TX)**  
Harford Community College (MD)  
**Lamar University (TX)**  
Northeast Community College (NE)

#### Transportation

C-TRAN (WA)  
City of Charlotte (NC) - Airport Authority  
Denton County Transportation Authority (TX)  
Des Moines Area Regional Transit (IA)  
Hillsborough Area Regional Transit (FL)  
Jacksonville Port Authority (FL)  
Metropolitan Nashville Airport Authority (TN)  
**North Texas Regional Mobility Authority**  
Northern Arizona Intergovernmental Public  
Transportation Authority

#### Utilities and Water Authorities

Brown & Caldwell  
**City of Austin – Austin Energy (TX)**  
Colorado Springs Utilities  
**Greenville Electric Utilities (TX)**  
**Guadalupe Brazos River Authority (TX)**  
**New Braunfels Utilities (TX)**  
Orange County Utilities (FL)  
Orange Water and Sewer District (NC)  
**San Miguel Electric Cooperative, Inc. (TX)**  
**Texas Municipal Power Agency (TX)**

### ***Professional Background***

Prior to joining Segal, Ms. Powell served as an independent consultant working for private and public sector organizations in a variety of industries including energy and oil, health care, information services, defense, insurance, transportation, and higher education. Prior to consulting, she served as the Supervisor of Compensation and EEO for a subsidiary of a Fortune 500 company.

### ***Education/Professional Designations***

Ms. Powell attended West Texas A&M University in Canyon, Texas. She has been a Certified Compensation Professional since 1990 and is an active member of WorldatWork and the North Texas Compensation Association. She is also an active member of the Society for Human Resource Management and the Dallas Human Resources Management Association.

### ***Speeches and Published Works***

Ms. Powell has co-authored articles in ICMA's The Municipal Year Book: "Salaries of Municipal Officials, 2008"; "Salaries of Municipal Officials, 2009;" and "Salaries of Municipal Officials, 2010.

# Tab 6 – Proposed Solution

## Concept and Solution

We understand AW seeks the assistance of a consultant to provide consulting services for the compensation program, including a market study for approximately fifty (50) utility jobs and related titles, encompassing approximately 700 employees, to ensure a fair system that is internally and externally equitable.

Specifically, we understand the scope of this study will include:

- Meet with AW Human Resources Services Division (HRSD) and the City's Human Resource Department – Compensation team (HRD-Compensation) to finalize the methodology
- Review all AW-related classifications and the supporting compensation in those classifications, as well as related job families for Water Utility specific jobs and general City-wide job descriptions used in this department
- Review Executive Team job titles/salaries and make recommendations for each Executive
- Conduct a classification review of AW's classification structure for specific divisions
- Review specific program areas and divisions and make classification recommendations for each employee
- Review for opportunity to expand and/or create job titles/descriptions that accurately describe the roles, fill gaps, create meaningful differences in job levels, and prevent pay compression
- Review each Position Analysis Questionnaire provided by AW HRSD and recommend appropriate classification
- Conduct a market compensation review of relevant public sector and private employers to determine market competitiveness
- Provide all requested services and complete recommendations for implementation within six months of contract start date
- Provide all studies in accordance with applicable federal and state laws and generally accepted compensation methods

Our proposed work plan for this assignment includes the following steps:

Step 1: Project Initiation

Step 2: Classification Analysis

Step 3: Market/Compensation Review

Step 4: Present Final Results

We have described each project step in more detail on the following pages.

## Step 1: Project Initiation

The first task of this project will be to meet, either on-site or via video conference (depending on current travel restrictions), with AW Human Resources Services Division (HRSD) Human Resource Department – Compensation team (HRD-Compensation) to finalize the methodology. The purpose of the meeting is to:

- Confirm the goals and objectives of the study
- Discuss AW's current compensation and classification structures, as well as the reasons for this project
- Finalize the timeline and specific dates for deliverables
- Clarify Segal's and the Project Team's roles in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for AW.

### Our Expectations of the Project Team for this Step

For the initial meeting, we ask AW to coordinate the schedules of those who will participate, as well as provide a meeting room.

In addition, we ask that AW provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Collective bargaining agreements/Memoranda of Understanding
- Up-to-date job descriptions in Microsoft Word
- Current and accurate employee census data

## Step 2: Classification Review

We understand AW is requesting recommendations for changes to the classification structure, with the following goals:

- Conduct a Classification Review
- Review AW's classification structure for specific Divisions within the Water Resource Management – UDS division, the Engineering Program area, the Fleet Operations, Water Meter Operations and the Risk Management/Safety Division
- Review classification plan to ensure business needs are met
- Review for opportunity to expand and/or create job titles/descriptions that accurately describe the roles, fill gaps, create meaningful differences in job levels, and prevent pay compression

- Review each Position Analysis Questionnaire provided by AW HRSD and recommend appropriate classification
- Meet with AW Executive & HRD-Compensation staff to review results

To accomplish these goals we propose the following steps:

1. Job Analysis
2. Conduct Employee Interviews (optional)
3. Develop and Document a Recommended Classification Structure
4. Recommend Individual Position Assignments to Classifications
5. Update Job Descriptions

Each of these steps is described in detail below and on the following pages.

## 1. Job Analysis

Segal will review the position analysis questionnaires provided by AW HRSD to document distinguishing characteristics that define a particular job.

## 2. Conduct Employee Interviews (optional)

After we have received and analyzed the completed PAQs, we recommend conducting employee interviews, either individually or in groups. The purpose of these interviews is to:

- Validate and clarify information contained in the PAQs
- Understand employees' views on the key distinguishing characteristics among jobs
- Provide an opportunity for employees to voice their opinions and perceptions of the current classification structure

We suggest that most interviews be conducted on a group basis, with employees in the same job series. That is, employees performing similar functions and responsibilities will be interviewed together. However, single-incumbent jobs or highly specialized functions may require one-on-one interviews.

We propose to conduct up to eight (8) hours of interviews, either on-site or via video conference. We will conduct most interviews on a group basis, with employees in the same job series or family performing similar functions and responsibilities interviewed together. However, single-incumbent jobs or highly specialized functions may require one-on-one interviews.

## 3. Develop and Document a Recommended Classification Structure

As the job analysis progresses, we will develop and document a recommended job classification structure for AW. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as "Coordinator," "Manager," or "Director" in job titles).

- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

We anticipate recommending:

- Consolidation of class titles that have highly similar responsibilities and requirements.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.

The outcome will be a recommended classification architecture that clearly defines and documents all classifications to facilitate both internal equity and external market comparisons.

### **EXAMPLE OF JOB STRUCTURE RECOMMENDATIONS ADMINISTRATIVE SUPPORT FAMILY**

Proposed Title	Current Titles	Distinguishing Characteristics	Current Minimum Quads	Proposed Minimum Quads	Supervisory Role	Decision Making & Complexity	Technical Skills	Physical Activities	Working Conditions
Administrative Technician	Admin Tech I and II	Entry-level office admin and customer service role.	2 yrs college 1-2 yrs exper	HS/GED <1 yr exper	Individual Contributor	Routine Decisions/Low Complexity	Standard	Light	Office
Senior Administrative Technician	Admin Tech III and IV	Experienced-level office admin and customer service role. Assists with a wide variety of activities and programs. Requires significant knowledge of department/division work and activities.	2 yrs college 3-4 yrs exper	HS/GED 2 yrs exper	Individual Contributor	Procedural Decisions/Somewhat Complex	Standard	Light	Office
Office Supervisor	Admin Tech V	First line supervisor of at least 2 FTE permanent support staff.	2 yrs college 5 yrs exper	HS/GED 5 yrs exper	Supervisor	Procedural Decisions/Somewhat Complex	Intermediate	Light	Office

## **4. Recommend Individual Position Assignments to Classifications**

Once the revised classification structure has been reviewed and finalized, we will recommend placement of each employee within the structure, based on information collected from the PAQs and the interviews. We will identify the most appropriate match between a position's individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by AW's Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and our recommended classification assignment.

## **5. Update Job Descriptions**

We understand that AW would like the consultant to prepare updated job descriptions.

To support your need, we will work to determine whether you wish to maintain or modify the current format. In general, we suggest that an organization should have a consistent format for all class specifications, with an easy to read and easy to update layout, such as on the following page.

Once you have approved the basic format, we will then update the current job descriptions for all job titles using the information in the Position Analysis Questionnaire and employee interviews. Naturally, we will develop new specifications for any new classes that have been added to the structure because of the classification analysis.

We will deliver draft job descriptions in Microsoft Word format so that AW can review and edit the documents easily. In order to maintain a competitive price for the project, we have assumed that we will deliver draft documents and that AW's human resources staff will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.

## **6. Review Results**

At the conclusion of the classification review, Segal will meet with AW Executive & HRD-Compensation staff to review results, Segal's recommendations and answer questions.

### Sample Job Description

<b>Classification Title</b>	Accountant
<b>Job Code</b>	
<b>FLSA Status</b>	Exempt
<b>Pay Grade</b>	

#### GENERAL SUMMARY

Maintains payroll related accounts, including reconciliations and balancing. Prepares payroll reports, processes payroll interfaces and books payroll related accounting entries to general ledger. Etc...

#### ESSENTIAL DUTIES & RESPONSIBILITIES

*The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.*

- Performs payroll processing, including creating pay run IDs, performing payroll calculation validations, sending out payroll variance report and processing interfaces between systems.
- Etc...

#### MINIMUM ENTRANCE QUALIFICATIONS

##### Education and Experience

- A Bachelor's Degree from an accredited college or university in Accounting, Finance, Business Administration or a related field
- At least two years of increasingly responsible accounting experience.
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge and abilities

##### Licenses or Certifications

- Possession of (or ability to obtain within 1 month of hire) a standard driver license

#### OTHER JOB REQUIREMENTS

None.

#### PREFERRED QUALIFICATIONS

None.

## COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

### Knowledge of:

- Basic accounting and auditing principles and practices.
- Principles and practices of financial record keeping and reporting.
- Etc...

### Skill in:

- Providing customer service.
- Accuracy and attention to detail.

### Ability to:

- Communicate clearly and effectively, both orally and in writing.
- Calculate taxes and other pretax deductions.
- Etc...

## WORK ENVIRONMENT/CONDITIONS

*The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			x
Etc.	x		
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate	x		
Etc.	x		

## PHYSICAL DEMANDS

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The position is generally sedentary. Employees sit most of the time, but may walk or stand for brief periods of time.

<b>Date created:</b>	02/18/19
<b>Dates revised:</b>	



## Our Expectations of AW for this Step

Task/Step	City's Project Team Role
1. Job Analysis	<ul style="list-style-type: none"> <li>• Provide employee census data and information on the current job title structure in electronic format</li> <li>• Provide Segal with completed Position Analysis Questionnaires</li> <li>• Be available for questions and clarifications</li> </ul>
2. Conduct Employee Interviews (optional)	<ul style="list-style-type: none"> <li>• Assist with selecting employees to participate</li> <li>• Arrange for interview rooms</li> <li>• Facilitate scheduling and arrangements</li> </ul>
3. Develop and Document a Recommended Classification Structure	<ul style="list-style-type: none"> <li>• Review draft structure and provide comments</li> <li>• Approve final classification structure</li> </ul>
4. Recommend Individual Position Assignments to Classifications	<ul style="list-style-type: none"> <li>• Be available for questions and clarifications</li> <li>• Approve assignments</li> </ul>
5. Update Job Descriptions	<ul style="list-style-type: none"> <li>• Provide current job descriptions in Microsoft Word</li> <li>• Review and edit draft job descriptions, as applicable</li> </ul>
6. Review Results	<ul style="list-style-type: none"> <li>• Schedule meeting</li> </ul>

## Step 3: Market/Compensation Review

We understand AW is requesting a market/compensation review with the following goals:

- Review the compensation system for AW and related job families
- Identify benchmark jobs from each job family for market salary survey
- Review Executive Team job titles/salaries and make recommendations for each Executive
- Determine relevant job market that includes other public sector entities and relevant private employers
- Conduct customized market salary survey by soliciting participation from market peers
- Meet with AW management staff & HRD-Compensation to review results
- Provide AW HRSD & HRD-Compensation staff a final report with the survey data

To conduct a valid, reliable, and useful market study, we propose to take the following steps:

1. Develop a Market Study Methodology
2. Identify Benchmark Job Titles
3. Identify Comparable Employers and Other Data Sources
4. Collect and Analyze the Market Data
5. Determine Cost Impact
6. Prepare and Deliver a Report to you Detailing our Findings

These steps are described in more detail below and on the following pages.

### 1. Develop a Study Methodology

We think that it is important for Segal and the Project Team to gain consensus on the overall goals and strategy regarding compensation, including the market study. We will work with the City's Project Team to clarify and finalize the market study methodology.

Our goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the implications on subsequent design of new salary structures and pay policies. This understanding will allow us to develop and conduct a market study that is consistent with AW's compensation goals and will support AW's expectations.

For this project, we recommend conducting a custom-designed survey targeted to your peer water authorities and public sector employers, while using published sources to represent private sector pay data. We recommend this for the following reasons:

- Custom surveys provide the most currently available data.
- Custom surveys allow you to target specific geographic markets, employers, and specific jobs.
- Custom surveys allow you to collect information that is not usually available in published data sources, such as scheduled salary ranges, pay supplements, compensation policies, union status, benefits, etc.

- Published sources may be the only method of gathering private sector data, since these organizations very rarely respond to market surveys from other employers.

## 2. Identify Benchmark Job Titles

We understand that this project covers approximately 50 benchmark job titles.

## 3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Typically, these employers include water authorities and public sector entities that are geographically proximate to AW and are likely to have matching jobs. In addition, it might also include water authorities and public sector employers outside of the immediate commuting area, but that are similar to AW in terms of size, scope, population, or other characteristics.

Naturally, we will discuss this list with the Project Team and make modifications as necessary. For pricing purposes, we have assumed the custom market study will be distributed to up to 12 water authorities and public sector entities, and use up to three (3) published sources to represent private sector pay data.

As you may know, private sector organizations very rarely respond to employer-sponsored market surveys, especially when they know that the information could be made public through a Freedom of Information Act request. Consequently, if you wish to include private sector data in this study, we will draw on data contained in nationally recognized published data sources, such as CompAnalyst, PayFactors, Willis Towers Watson, Economic Research Institute (ERI), etc. We will identify specific sources appropriate to AW, once we are engaged for this project.

## 4. Collect and Analyze the Market Data

We will also design a survey instrument for collecting the market information, which we typically develop in MS Excel. The types of information we anticipate collecting through the survey include:

- Number of participating entities
- Number of incumbents
- Average base pay
- Weighted base pay
- Median base pay
- Average total compensation
- Average entry pay
- Average midpoint pay
- For the Executive positions, we will also collect relevant information related to incentives and any associated perquisites

We will also draft brief job summaries for each benchmark title based on the results of the classification review and current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, we will distribute it to the approved group of comparable employers. We make many efforts to achieve the goal of 100% participation from each invited employer, yet we cannot guarantee that we will obtain good data from each of the employers invited to participate and for all of the jobs requested.

Respondents will return completed surveys and supplementary materials directly to Segal. We will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

Segal will design a database to support our analysis that will become the property of AW upon completion of this project for your future analyses. We will also include any private sector data from published data sources, as applicable.

Based on discussion with the Project Team we will determine the appropriate weighting for the public data sources and the private data from published data sources. Options can include equal weighting for the salary data (50% for public data and 50% for private data) or if the number of benchmark matches from published data sources is not consistent for each benchmark job title, AW may consider weighing the public sector data higher than the private sector data.

We will then analyze the survey data to determine AW's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. We then compare these averages to AW's pay ranges to determine the market position for each job title and occupational group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive less than five (5) total responses will not be included in our final report.

To the extent that different employer groups or industry sectors are included in the study, we will segment our findings accordingly. In addition, if applicable, we will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Our report will include summary tables, such as the tables shown below.

**EXAMPLE TABLE 1**  
**CLIENT MARKET POSITION BY SECTOR—PAY ONLY**

Market Sector	Client Pay Ranges as a Percent of the Market Average		
	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Sector	106%	101%	97%
Private Sector	83%	80%	75%
Overall	100%	95%	90%

Figures shown in **red** are below market (less than 95% of the market average)

Figures shown in **black** within the market range (95% to 105% of the market average)

Figures shown in **blue** are above market (more than 105% of the market average)

**EXAMPLE TABLE 2**  
**CLIENT MARKET POSITION BY DATA SOURCE—PAY ONLY**

Public Sector Peer Employer	# of Job Matches	Client as a Percent of the Average		
		Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Peer Organization Name	46	97%	98%	99%
Peer Organization Name	55	100%	99%	99%
Peer Organization Name	57	102%	99%	97%
Peer Organization Name	58	116%	108%	102%
Peer Organization Name	59	97%	98%	98%
Peer Organization Name	48	124%	104%	93%
Peer Organization Name	56	101%	95%	90%
Peer Organization Name	30	113%	107%	103%
Peer Organization Name	54	90%	89%	88%
Peer Organization Name	46	121%	116%	112%
Peer Organization Name	48	90%	92%	92%
Peer Organization Name	39	108%	99%	95%
<b>Private Sector Data Source</b>				
Data source	24	67%	58%	50%
Data source	10	91%	82%	70%
Data source	49	73%	68%	62%
Overall		99%	94%	89%

Figures shown in **red** are below market (less than 95% of the market average)

Figures shown in **black** within the market range (95% to 105% of the market average)

Figures shown in **blue** are above market (more than 105% of the market average)

**EXAMPLE TABLE 3**

## CLIENT OVERALL MARKET POSITION—PAY ONLY

		Client as a % of the Overall Market Average		
Job Family and Benchmark Title	# of Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
<b>Accounting/Finance/Business</b>				
Account Clerk II	12	92%	88%	85%
Payroll Coordinator	12	113%	103%	96%
Senior Buyer	13	113%	110%	107%
Senior Financial Analyst	12	102%	97%	93%
<b>Buildings and Facilities</b>				
Maintenance Mechanic II	13	94%	91%	88%
Building Operations Supervisor	13	114%	110%	106%
Building Operations Manager	13	116%	109%	102%
<b>Emergency Communications</b>				
Telecommunicator	8	115%	103%	94%
Communications Center Supervisor	8	107%	98%	91%
Radio Communications Technician	8	106%	104%	102%
<b>Engineering</b>				
Senior Engineering Technician	11	102%	100%	98%
Senior Civil Engineer	12	96%	91%	87%
Engineering Services Manager	13	95%	88%	82%
<b>Fleet Maintenance</b>				
Mechanic	12	100%	93%	87%
Fleet Manager	9	112%	104%	98%
<b>Human Resources</b>				
Human Resources Assistant	13	95%	94%	92%
Human Resources Analyst	13	91%	87%	82%

		Client as a % of the Overall Market Average		
Job Family and Benchmark Title	# of Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
<b>Information Technology</b>				
Applications Analyst Programmer	14	90%	95%	98%
Senior Business Analyst	12	90%	97%	100%
Senior Network Analyst	13	89%	93%	96%
Principal Database Administrator	12	101%	100%	98%
Information Technology Manager	15	97%	89%	83%
<b>Office Support</b>				
Administrative Assistant	13	99%	92%	87%
Legal Clerk	14	86%	81%	77%
Office Services Coordinator	13	100%	96%	91%
<b>Parks</b>				

In addition, our report will include detailed data showing each comparator's job match, salary range, and other information for each benchmark title, as shown below.

**EXAMPLE TABLE 4A**  
**DETAILED MARKET DATA (ADJUSTED)**

Administrative Specialist					
Respondent	Matching Job Title	Workweek	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
<i>Public Sector Data Sources</i>					
Public Sector Peer #1	Administrative Officer II	40.00	\$54,256	\$61,792	\$69,328
Public Sector Peer #2	Executive Assistant	37.50	\$40,168	\$51,121	\$62,075
Public Sector Peer #3	Senior Administrative Assistant	40.00	\$34,681	\$43,986	\$53,291
Public Sector Peer #4	Specialist Administrative Support	40.00	\$35,089	\$46,785	\$58,481
Public Sector Peer #5	Administrative Assistant	40.00	\$41,469	\$51,836	\$62,203
Public Sector Peer #6	Senior Administrative Assistant	37.50	\$39,263	\$54,968	\$70,673
Public Sector Peer #7	Senior Program Support Specialist	40.00	\$37,086	\$47,578	\$58,071
Public Sector Peer #8	Administrative Specialist	40.00	\$40,985	\$52,249	\$63,513
Public Sector Peer #9	Administrative Specialist	40.00	\$32,782	\$43,567	\$54,353
Public Sector Peer #10	Office Assistant II	40.00	\$36,024	\$47,351	\$58,678
Public Sector Peer #11	Executive Secretary	40.00	\$30,346	\$40,967	\$51,589
Client			\$38,242	\$50,035	\$61,828
<i>Public Market Average</i>			\$38,377	\$49,291	\$60,205
<i>Client as a % of Public Market Average</i>			100%	102%	103%
<i>Published Data Sources</i>					
ERI Salary Assessor	Administrative Specialist - Level 3	40.00	\$38,707	\$45,892	\$55,296
IBM Kenexa, CompAnalyst	Administrative Support III	40.00	\$41,483	\$51,736	\$63,494
Towers Watson	Administrative Services - U3	40.00	\$41,098	\$52,159	\$64,032
Client			\$38,242	\$50,035	\$61,828
<i>Published Market Average</i>			\$40,429	\$49,929	\$60,941
<i>Client as a % of Published Market Average</i>			95%	100%	101%
Client	NE	38.75	\$38,242	\$50,035	\$61,828
<i>Overall Comparator Market Average</i>			\$39,403	\$49,610	\$60,573
<i>Client as a % of Overall Market Average</i>			97%	101%	102%
<i>Adjustment To Reach Market Average</i>			3%	-1%	-2%

**EXAMPLE TABLE 5B**  
**DETAILED MARKET DATA (ADJUSTED)**



Survey Job Title: Chief Financial Officer						
Survey Participant	Participant Matching Title	Base Salary (Geo Adj)	Bonus \$	Pay Supplements \$	Other Compensation \$	Annual Total Compensation
Client	Chief Financial Officer	\$140,533	\$4,216	\$0	\$0	\$144,749
Utility 1	Did not participate					
Utility 2	Finance Director	\$108,354		\$360		\$108,714
Utility 3	No Match					
Utility 4	Manager of Finance	\$99,016	\$2,816	\$840		\$102,673
Utility 5	Chief Financial Officer	\$159,720	\$37,720			\$197,440
Utility 6	Chief Financial Officer	\$173,243	\$1,212	\$540		\$174,995
Utility 7	CFO	\$127,790		\$600		\$128,390
Utility 8	Business Group Manager	\$126,376	\$2,841			\$129,217
Utility 9	Finance Director	\$130,311		\$6,000		\$136,311
Utility 10	Finance Director	\$117,035		\$900	\$4,200	\$122,135
				Count		8
				Average		\$137,484
				Variance		5.0%

## 5. Determine Cost Impact

We will estimate the annualized cost of implementing the new/revised classification structure and pay scales.

This will require determining rules for placing current employees within the new pay ranges. While the prior steps determined the grade assignment for each position, this step involves determining each employee's salary within the assigned grade of the revised pay structure on the day of implementation.

We will work with you to determine the placement criteria. These criteria could include factors such as:

- Time the employee has been in the position
- Time the employee has worked for AW
- Current position in the salary range
- Desired market position for individual salaries
- Internal equity and pay compression considerations
- Results of recent performance appraisals

Based on the guidance of the Project Team regarding these criteria, we will identify each employee's recommended salary within the applicable pay range and will then determine the first year annual cost of implementing the new classification structure and pay schedule.

Since we understand that successful implementation may depend heavily on the cost of implementation, our recommendations include two costing models for AW's consideration. Depending on the needs of AW, each model may reflect the following variables:

- Changes to the classification structure and its impact on individual employees
- Other factors that may impact placement of employees into the new pay structure such as:
  - Pay compression
  - Changes in the design of the pay structure(s) (e.g. number of grades, range width of each grade as well as minimum and maximum values)
  - Timing of implementation

Each model will be constructed to provide AW with the ability to conduct sensitivity analysis (changes to the variables) independent of Segal.

## 6. Prepare a Report of Our Findings

Once all data have been collected, reviewed, and analyzed, we will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- AW's competitive market position for pay, applicable to each benchmark job title and job family
- Appendices showing detailed information collected for the market study

### Our Expectations of AW for this Step

Task/Step	City's Project Team Role
1. Develop Compensation Strategy and Market Study Methodology	<ul style="list-style-type: none"><li>• Meet with Segal staff, provide direction on strategy and methodology</li></ul>
2. Identify Benchmark Jobs	<ul style="list-style-type: none"><li>• Review and approve list of benchmarks</li></ul>
3. Identify Comparable Employers	<ul style="list-style-type: none"><li>• Review and approve list of comparators</li></ul>
4. Collect and Analyze the Market Data	<ul style="list-style-type: none"><li>• Review and approve survey document</li><li>• Assist contacting survey recipients, if necessary</li><li>• Complete survey on behalf of AW</li><li>• Review draft market data and provide comments</li></ul>
5. Determine Cost Impact	<ul style="list-style-type: none"><li>• Provide employee census information</li><li>• Provide information on fiscal ability and conditions</li><li>• Discuss and approve implementation criteria</li><li>• Review and approve cost model</li></ul>
6. Prepare and Deliver Report	<ul style="list-style-type: none"><li>• Review draft report, provide feedback, and approve final report</li></ul>

## Step 4: Present Final Results to AW

We anticipate presenting the final results to AW HRSD & HRD-Compensation staff. While it is difficult to anticipate at this time the exact nature of this presentation, our price proposal assumes we will develop and deliver one on-site presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

We will draft the presentation for the Project Team's review, and then will finalize the document based on your comments and input. We anticipate that a senior member of Segal' Team will deliver the presentation, in conjunction with a senior member of the City's Project Team.

## Customer Service Requirements

Segal agrees to:

- Respond to telephone calls and electronic mail from AW HRSD within one business day.
- Attend all necessary meetings in the period specified and agreed upon by the AW. Meetings may be called on short notice.
- Provide a dedicated staff and account representative. The Contractor shall provide the names of all that will be assigned to AW, their direct contact numbers, and their direct email addresses. If these assignments are changed, AW must be notified.
- Provide within 30 calendar days of contract award, a draft work plan submitted to AW HRSD. The Contractor shall meet with AW to finalize the work plan within 45 calendar days after contract award.

## Work Plan/Project Timeline

Segal is available to begin this project upon award of contract. Our proposed timeline below and specific project deliverables will be finalized with the Project Team during Step 1: Project Initiation.

**Please note: Segal is unable to begin any project without a signed contract from the City.**

### ANTICIPATED TIMELINE IN MONTHS

Step	1	2	3	4	5	6
Step 1: Project Initiation						
Step 2: Classification Review						
Step 3: Market/Compensation Review						
Step 4: Present Final Results						

# Exceptions to Terms and Conditions

Segal reserves the right to negotiate mutually agreeable terms and conditions of any contract awarded to it pursuant to this RFP. Segal's typical points of negotiation include:

- i) **Ownership of Deliverables:** To ensure client-ownership and full use of the deliverables, while retaining for Segal its right to its proprietary software, tools, techniques, consulting methodologies and report formats.
- ii) **Insurance:** To reflect the scope and applicability of coverages maintained by Segal.
- iii) **Indemnification:** To reflect an appropriate trigger before Segal's indemnification obligations apply (e.g., a determination that claims, damages, costs and expenses resulted from Segal's willful misconduct or negligence).
- iv) **Data Security:** To reflect the industry standard protections that Segal employs around data security.

# Local Business Presence Form

CITY OF  
AUSTIN

## Offer and Certifications

Solicitation No. RFP  
2200 LMI3002

### LOCAL PRESENCE CERTIFICATION – OPTIONAL

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

#### OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

☒ **BRANCH OFFICE**

(Check One)

Current location:  
901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746

Previous TX location (7 years):  
5057 Keller Springs Road, Suite 110  
Addison, TX 75001-6316

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒ **Yes**

☐ **No**

(Check One)

**Benefit to the City.** In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

(062420)

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# Service-Disabled Veteran Business Enterprise (“SDVBE”) Form

## Service-Disabled Veteran Business Enterprise Preference

<b>Offeror Name</b>
The Segal Company (Western States), Inc. d/b/a Segal

### Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.va.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

SDVBE Preference Form

Rev. 12-12-2017



# Tab 7 - Price Proposal

Segal is fully aware of the sensitivity of budget allocations for public sector employers. We believe that you will find our approach focused toward achieving AW's objectives in the most cost-effective manner consistent with quality, accuracy, and timeliness.

Project Step	Fixed Fee
<b>Step 1: Project Initiation</b> Assumes we will be on-site one (1) day to meet or meet via video-conference with Austin Water and the City's Project Team, as well as time associated with learning about the current compensation and classification structures, policies, and practices. Develop communication plan.	\$5,000
<b>Step 2: Classification Review</b> Assumes the following: <ul style="list-style-type: none"> <li>• Review Position Analysis Questionnaires provided by the City</li> <li>• Analyze 50 current job titles covering 700 employees</li> <li>• Conduct up to eight (8) hours of employee interviews via video-conference, as needed</li> <li>• Develop a recommended classification structure (one draft, one final)</li> <li>• Recommend assignments of individual positions to job titles</li> <li>• Draft job descriptions for all recommended job titles</li> <li>• Meet with the Project Team to review results</li> </ul>	\$15,000
<b>Step 3: Market/Compensation Review</b> Assumes the following: <ul style="list-style-type: none"> <li>• Develop a customized compensation salary market survey document with up to 50 benchmark job titles, to be distributed to no more than 12 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market</li> <li>• Collect and analyze market data</li> <li>• Determine cost impact</li> <li>• Deliver one draft and one final report of the market study findings</li> </ul>	\$35,000
<b>Step 4: Present Final Results to AW</b> Assumes we develop and deliver one presentation, either on-site or via video conference, to AW HRSD & HRD-Compensation staff	\$5,000
<b>TOTAL FIXED FEE</b>	<b>\$60,000</b>

Our total fixed fee (without optional services) represents AW's investment of approximately \$86 for each employee.

The proposed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

Our total fixed fee will be billed at the end of each month in 6 equal invoices for \$10,000.

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

**Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.**

To the extent our proposed scope and fees differ from your needs or the level of effort described in other proposals you may receive, Segal is prepared to discuss alternatives to the fees stipulated in our proposal.

Our proposed fee assumes only the services and on-site meetings described in the proposal. Should AW request additional services or additional on-site meetings, we would charge the hourly rates shown below, as well as for the time and expenses associated with travel.

Staff Member	Title/Role	2021 Hourly Rate
Ruth Ann Eledge	Vice President, Senior Consultant	\$400
Andrea Averill	Senior Associate	\$250
Lauralee Adams	Senior Associate	\$250
Joyce C. Powell	Senior Associate	\$250

## Preferred Payment Information

For your convenience, invoices can be paid by wire transfer. Please see the following information included below.

By Wire Transfer
JP MORGAN/CHASE BANK Acct Name: THE SEGAL COMPANY (WESTERNSTATES) INC. Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021
Please reference client name and invoice.

## Work Plan/Project Timeline

Segal is fully aware of the sensitivity of budget allocations for public sector employers. We believe that you will find our approach focused toward achieving AW's objectives in the most cost-effective manner consistent with quality, accuracy, and timeliness.

Project Step	Fixed Fee
<b>Step 1: Project Initiation</b> Assumes we will be on-site one (1) day to meet or meet via video-conference with Austin Water and the City's Project Team, as well as time associated with learning about the current compensation and classification structures, policies, and practices. Develop communication plan.	\$5,000
<b>Step 2: Classification Review</b> Assumes the following: <ul style="list-style-type: none"> <li>• Review Position Analysis Questionnaires provided by the City</li> <li>• Analyze 50 current job titles covering 700 employees</li> <li>• Conduct up to eight (8) hours of employee interviews via video-conference, as needed</li> <li>• Develop a recommended classification structure (one draft, one final)</li> <li>• Recommend assignments of individual positions to job titles</li> <li>• Draft job descriptions for all recommended job titles</li> <li>• Meet with the Project Team to review results</li> </ul>	\$15,000
<b>Step 3: Market/Compensation Review</b> Assumes the following: <ul style="list-style-type: none"> <li>• Develop a customized compensation salary market survey document with up to 50 benchmark job titles, to be distributed to no more than 12 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market</li> <li>• Collect and analyze market data</li> <li>• Determine cost impact</li> <li>• Deliver one draft and one final report of the market study findings</li> </ul>	\$35,000
<b>Step 4: Present Final Results to AW</b> Assumes we develop and deliver one presentation, either on-site or via video conference, to AW HRSD & HRD-Compensation staff	\$5,000
<b>TOTAL FIXED FEE</b>	<b>\$60,000</b>

Our total fixed fee represents AW's investment of approximately \$86 for each employee.

The proposed fixed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

**The total fixed fee will be billed at the conclusion of each Project Step as follows:**

<b>Step 1: Project Initiation</b>	<b>\$5,000</b>
<b>Step 2: Classification Review</b>	<b>\$15,000</b>
<b>Step 3: Market/Compensation Review</b>	<b>\$35,000</b>
<b>Step 4: Present Final Results to AW</b>	<b>\$5,000</b>
<b>TOTAL FIXED FEE:</b>	<b>\$60,000</b>

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

**Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.**

To the extent our proposed scope and fees differ from your needs or the level of effort described in other proposals you may receive, Segal is prepared to discuss alternatives to the fees stipulated in our proposal.

Our proposed fee assumes only the services and on-site meetings described in the proposal. Should AW request additional services or additional on-site meetings, we would charge the hourly rates shown below, as well as for the time and expenses associated with travel.

<b>Staff Member</b>	<b>Title/Role</b>	<b>2021 Hourly Rate</b>
Ruth Ann Eledge	Vice President, Senior Consultant	\$400
Andrea Averill	Senior Associate	\$250
Lauralee Adams	Senior Associate	\$250
Joyce C. Powell	Senior Associate	\$250

For your convenience, invoices can be paid by wire transfer. Please see the following information included below.

<b>By Wire Transfer</b>
JP MORGAN/CHASE BANK Acct Name: THE SEGAL COMPANY (WESTERNSTATES) INC. Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021
Please reference client name and invoice.

Segal is available to begin this project upon award of contract. Our proposed timeline below and specific project deliverables will be finalized with the Project Team during Step 1: Project Initiation.

**Please note: Segal is unable to begin any project without a signed contract from the City.**

### ANTICIPATED TIMELINE IN MONTHS

Step	June		July		Aug		Sept		Oct		Nov	
	1-15	16-30	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-30
Step 1: Project Initiation												
Step 2: Classification Review												
Step 3: Market/Compensation Review												
Step 4: Present Final Results												



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

**MARKET STUDY FOR AUSTIN WATER**

**Solicitation: RFP 2200 LMI3002**

**Addendum No: 1**

**Date of Addendum: April 1, 2021**

---

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

1. **Changes to the Solicitation due dates as follows:**

1.1 OFFERS DUE PRIOR TO time and date is changed to **April 15, 2021 at 2:00 PM (CST)**

1.2 OFFERS OPENING TIME AND DATE is changed to **April 15, 2021 at 3:00 PM (CST)**

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Ruth Ann Eledge

Name

Authorized Signature

April 1, 2021

Date

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



# Offer and Certifications

Solicitation No. RFP  
2200 LMI3002

**SUBMITTAL CONTENTS**

**OFFER CERTIFICATION ..... 1**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION ..... 2**

**SUSPENSION AND DEBARMENT CERTIFICATION ..... 4**

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION..... 5**

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION ..... 7**

**LOCAL PRESENCE CERTIFICATION – OPTIONAL ..... 8**

**OFFER CERTIFICATION**

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: [Company Name](#)

Company Address: [Address](#)

City, State, Zip: [City State and Zip](#)

Company's Austin Finance Online Vendor Registration No. [Registration No.](#)

Company's Officer or Authorized Representative: [Officer's Name](#)

Title of Officer or Authorized Representative: [Officer's Title](#)

Email: [Offeror's Email Address](#)

Offeror's Phone: [Phone](#)

Offeror's Signature: \_\_\_\_\_

Date: [Date Signed](#)

**OFFER:** The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

**ACCEPTANCE BY THE CITY**

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.



**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☐

(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

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

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

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

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

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

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

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

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

**(State)**

☐ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

**(State)**

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

**LOCAL PRESENCE CERTIFICATION – OPTIONAL**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

Offeror's Physical Address.

☐ **BRANCH OFFICE**

(Physical Address of Offeror's Headquarters or Branch Office)

(Check One)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☐ **Yes**

☐ **No**

(Check One)

**Benefit to the City.** In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.



# Offer and Certifications

Solicitation No. RFP  
2200 LMI3002

**SUBMITTAL CONTENTS**

**OFFER CERTIFICATION ..... 1**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION ..... 3**

**SUSPENSION AND DEBARMENT CERTIFICATION ..... 5**

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION..... 6**

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION ..... 8**

**LOCAL PRESENCE CERTIFICATION – OPTIONAL ..... 9**



**OFFER CERTIFICATION**

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **The Segal Company (Western States), Inc. d/b/a Segal**

Company Address: 901 Mopac Expressway South Building 1, Suite 300

City, State, Zip: Austin, TX 78746

Company's Austin Finance Online Vendor Registration No. V00000923078

Company's Officer or Authorized Representative: **Patrick Bracken**

Title of Officer or Authorized Representative: **Vice President**

Email: **pbracken@segalco.com**

Offeror's Phone: **202-833-6452**

Date: **3/30/2021**

Offeror's Signature:  \_\_\_\_\_

**OFFER:** The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

**ACCEPTANCE BY THE CITY**

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

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

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

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

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

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

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

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

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

Click or tap here to enter text.

(State)

☒ **YES** ☐ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured  
*Professional Services proposal and report materials developed in **Texas***  
(State)

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>



**LOCAL PRESENCE CERTIFICATION – OPTIONAL**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐

**HEADQUARTERS**

☒

**BRANCH OFFICE**

(Check One)

Current location:

901 Mopac Expressway South  
Building 1, Suite 300  
Austin, TX 78746

Previous TX location (7 years):

5057 Keller Springs Road, Suite 110  
Addison, TX 75001-6316

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒

**Yes**

☐

**No**

(Check One)

**Benefit to the City.** In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.