



**ADDENDUM  
REQUEST FOR PROPOSAL  
MEDICAL SUPPLY  
CITY OF AUSTIN, TEXAS**

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**Solicitation: CRR0103**

**Addendum No: 3**

**Date of Addendum: 03/21/16**

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

**I. Clarifications:**

- I.1 Replaced Section 0400-Supplemental Purchase Provisions, see the attached revised version.
- I.2 Added Exception document, see the attached Exhibit A.

**II. Extension: The proposal due date is hereby extended until **Thursday, April 7, 2016 at 2:00pm.****

**III. Questions and Answers:**

- (Q1) In the terms and conditions, it states that pricing Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract. Due to the volatility of the pharmaceutical market and to provide you with the most competitive market based pricing, would pharmaceutical increases be accepted at any time within the contracted term (if necessary) as they are presented by manufacturer so long as proper notice is provided with supporting manufacturer documentation?
- (A1) Price increases for pharmaceutical products are to be submitted in writing with the supporting documentation (manufacturer's most current price list and a signed letter by the authorized requestor), we would review and then process the request if the supporting documentation is in line with the request. This information will be added to the 0400-Supplemental Terms & Conditions to support this and to explain the process.
- (Q2) In Section A of the bid sheet many of the items reference specific manufacturers, will "or equal" products be accepted on those lines, or will you only accept the line items as requested?
- (A2) Yes, Section A does allow for "or equal" products. Please clarify that you are submitting pricing on an equal product by checking the appropriate box on the right side of the bid sheet and filling in the details for the like item (manufacturer name, product #).
- (Q3) For the items in Section A are you looking for the best market based pricing, or asking that the pricing be based off % off catalog or cost plus approach with a similar discount across all lines?
- (A3) We are asking for the best pricing/offer in Section A. The box for % off catalog is for informational purposes only.

- (Q4) This solicitation includes some medicines that will require a physician authorization letter to be provided from your side prior to us submitting an offer, is that something you can provide us with?
- (A4) The physician's authorization will be provided to the awarded vendor. Not for the basis of a quote or pricing information only.
- (Q5) To reduce costs for all bidders, will the City accept 1 original hardcopy by the due date, as well as one electronic copy sent via email prior to the bid deadline?
- (A5) Please provide a list of the manufacturer's you are authorized to distribute. If there are any questions about this, or the City needs additional documentation, this may be requested upon contract award.
- (Q6) To reduce costs for all bidders, will the City accept 1 original hardcopy by the due date, as well as one electronic copy sent via email prior to the bid deadline?
- (A6) All bidders are required to submit 1 electronic copy, via USB/flash drive, or cd along with the hard copy with original signatures.
- (Q7) Will the City consider removing any of the insurance requirements?
- (A7) Please list any requirements you cannot meet on the attached exception document.
- (Q8) The bid tabulation for the existing contract only included three items found on the current solicitation. Would you please provide pricing for all items listed on the current solicitation?
- (A8) The items that are not listed on the current contract's bid sheet are items that are not currently under contract. We are trying to obtain these items on this new contract. We do not have a set pricing structure for those items.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Claudia Rodriguez  
 Claudia Rodriguez, Sr. Buyer  
 Purchasing Office, 512-974-3092

3/21/16  
 Date

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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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Thursday, March 17, 2016 via email to [ClaudiaR.Rodriguez@austintexas.gov](mailto:ClaudiaR.Rodriguez@austintexas.gov).

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

Alternate Offers will be considered.

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

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

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

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

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

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

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability Section B, i and Business Automobile Liability Insurance, Section B, iii are not required for this solicitation. The vendor must declare the method of shipment with their bids.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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**6. DELIVERY REQUIREMENTS:**

Location:  
See ATTACHMENT B for list of locations

Days:  
Monday – Friday 8:00-4:00pm

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- A. Delivery is to be made within 3 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below addresses:

	City of Austin
Department	Health and Human Services (HHSD)
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Austin Fire Department (AFD)
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
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Department	Austin Police Department (APD)
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Austin Animal Center (AAC)
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

	City of Austin
Department	Travis County Emergency Medical Services (EMS)
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

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

**8. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM,

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ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. **SAMPLES – EXACT REPLICA:**

- A. The Offeror shall submit an exact replica of the goods to be provided per specification CRR0602\_0500 Scope of Work. These samples shall be provided within five (f) working days after requested by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	124 W. 8 <sup>th</sup> Street, Ste #310
City, State Zip Code	Austin, TX 78767
Attn:	Claudia Rodriquez

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested as follows:  
  
Visual inspection and possible use of the product by qualified member of the department.

11. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

12. **RECYCLED PRODUCTS:**

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- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

13. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
  - i. The City will accept a printed copy only if no electronic format is available. NOTE: If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.
- D. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any list revision.
  - i. Requests for price adjustments to pharmaceutical products must be made in writing and submitted to the appropriate Contract Manager. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the appropriate contract number, and include the following documentation:
    - a. An itemized, revised price list of impacted products with the effective date of the proposed increase.
    - b. Copies of the documentation provided by the manufacturer regarding the proposed price increase if the Contractor is not the manufacturer of the products. If the

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Contractor is the manufacturer of the products, a letter stating this must be submitted.

- E. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- F. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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

15. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

16. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change

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between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- D. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUSR0000SAM1	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: US City Average	
Description of Series ID: Medical care commodities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

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

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

Index at time of calculation	
Divided by index on solicitation close date	

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Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

17. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
38. **CONTRACT MANAGERS:** The following people are is designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

AFD Contract Manager: Karen Bitzer  
Email: Karen.bitzer@austintexas.gov  
Phone: (512) 974-4131

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APD Contract Manager: Albert Banda  
Email: Alberto.Banda@austintexas.gov  
Phone: (512) 974-5273

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EMS Contract Manager: William Alderete  
Email: William.Alderte@austintexas.gov  
Phone: (512) 978-0485

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HHSD Contract Manager: Saeed Azadi  
Email:Saeed.Azadi@austintexas.gov  
Phone: (512) 972-5413

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

**EXHIBIT A**



**CITY OF AUSTIN  
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EXCEPTIONS**

**Solicitation Number:** CRR0103

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in **Tab 5** of your Offer. Copies of this form may be utilized if additional pages are needed.

Accepted as written.

Not accepted as written. See below:

**Indicate:**

- 0300 Standard Purchase Terms & Conditions**
- 0400 Supplemental Purchase Provisions**
- 0500 Scope of Work**

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**