



CONTRACT NO. 200846
(RFQ 308118)

ON-SITE VACCINATION SERVICES

CONTRACTOR:

Albertsons Companies, Inc.
14610 Memorial Drive
Houston, TX 77079
Phone:(713) 268-3861
Email: Julie.Spier@safeway.com

AWARD DATE:

June 1, 2022

CONTRACT TERM:

One (1) base year
(From September 1, 2022, through August 31, 2023)
Option year one (1)
(From September 1, 2023, through August 31, 2024)
Option year two (2)
(From September 1, 2024, through August 31, 2025)

PRICE:

Base year \$10,500.00
Option year one \$10,500.00
Option year two \$10,500.00

PROJECT MANAGER:

Michael Nyren
Phone: (512) 389-7549
Email: michael.nyren@capmetro.org

CONTRACT ADMINISTRATOR:

Deborah Knutson
Phone: (512) 369-6512
Email: deborah.knutson@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702

CONTRACT NO. 200846
(RFQ 308118)

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TAB 1

RFQ 308118

**Solicitation document
and pricing**



REQUEST FOR QUOTE
On-Site Vaccination Services

Capital Metropolitan Transportation Authority (“Capital Metro” or “the Authority”) is a public agency responsible for providing mass transit service within the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 and the Anderson Mill area of Williamson County.

Capital Metro began in January 1985 and assumed operation of the transit services provided by the city-owned Austin Transit System which served only within Austin city limits. The Authority’s current service area encompasses a total of approximately 500 square miles with operating and capital expenses funded through a one-cent local sales tax, federal and state grants and fare box and other revenue.

Request for Quote #	308118
Description of Service	On-Site Vaccination Services
RFQ Issue Date	April 20, 2022
Questions Due Date & Time	April 26, 2022, prior to 3:00 PM (CST)
Response to Questions	May 3, 2022
RFQ Due Date & Time	May 13, 2022, prior to 3:00 PM (CST)
Buyer	Deborah Knutson
Buyer Contact	E-Mail: deborah.knutson@capmetro.org

If your firm is interested in providing this service, please submit your response to:

Capital Metro’s Procurement Department,
2910 East Fifth Street, Austin, Texas 78702

Attention: Deborah Knutson, Buyer III
Office Phone No.: 512-369-6512
Email address: deborah.knutson@capmetro.org

Responses are due on or before the RFQ due date and time provided above, Central Standard Time. **Responses must be returned by e-mail, to the above e-mail address.** All submittals are time and date stamped as received. **Late quotes will not be accepted.** All amendments regarding this solicitation will be issued by electronic means and must be signed and returned by the specified due date/ time.

1. OBJECTIVE

(a) Capital Metro is seeking proposals from a qualified and experience firm to provide on-site vaccines to include flu vaccines and immunizations for any pandemic if available and necessary for public health for approximately 150 Capital Metro employees and their dependents. The resulting agreement will be for one year from the date of award with two (2) 12-month options.

(b) This project includes two (2) components; the first being the supply of materials intended to promote the vaccine clinics along with educational materials concerning the immunization(s). The second component includes the successful administration of vaccines to Capital Metro employees and their dependents.

(c) Immunization quantity may vary based on participation.

2. SCOPE OF SERVICES

The licensed health provider will provide on-site immunizations to employees by a licensed health care professional.

(a) Contractor shall:

1) Administer approximately 150 influenza immunizations;

2) Administer approximately 150 Pandemic immunizations;

3) Provide any waivers, requirements and/or clearances that participants will need to provide prior to receiving the immunization. Participants may include adults and children;

4) Provide education and communication services to employees before, during and after the on-site immunization clinic, including notices to employees listing the dates, times, and other details of the immunizations.

5) Report to on-site location no less than 20 minutes prior to start time and will remain in the designated work area throughout the entire scheduled time;

6) The following is an example of the immunizations schedule that will be offered the first year for the following locations and times:

323 Congress Avenue – one (1) day, with hours ranging between 10:00 AM – 6:30 PM

Mid-September 11:30 AM – 1:00 PM and 4:00 PM – 5:00 PM

8315 McNeil Road– one (1) weekday, with hours ranging between 10:00 AM – 2:00 PM

Mid-to-late-September 2:00 PM – 3:00 PM

2910 East Fifth Street – two (2) weekdays, with hours ranging between 8:30 AM – 6:00 PM

Late September 8:30 AM – 10:30 AM

Late September 4:00 PM – 5:00 PM

(b) In addition, the organization may require monthly or periodic pandemic immunizations or booster shots that will be scheduled after contract award.

NOTE: Specific dates/times within the range may be subject to change and shall be finalized after contract award.

3. DELIVERABLES

Within five (5) business days of the completion of the project, the contractor shall provide Capital Metro with signature sign-in sheets detailing the location date, names and whether the participants are Capital Metro employees or dependents to the Capital Metro designated Project Manager.

4. DURATION OF AGREEMENT

The successful contractor will be awarded a purchase order valid until the completion of the project.

5. SUBMITTALS

(a) Please examine the Solicitation, the Scope of Services, Attachment – 1, Supplemental PO Terms and Conditions, and all other parts of this solicitation, whether incorporated by reference or otherwise, prior to the submission of a quote proposal. Ensure that the information required for this solicitation is included. Sign and print or type the Firm’s name on page four (4) of this document.

(b) **Questions shall be submitted through e-mail** to the buyer (deborah.knutson@capmetro.org) no later than **April 26, 2022, by 3:00 p.m.** to allow sufficient time for answers.

(c) **Submission Requirements:** Offerors shall submit electronic proposal to deborah.knutson@capmetro.org. Proposals shall be sectionalized in the following order:

1) **Pricing:** Must be submitted on the form provided on page four (4) of this document. Identify any additional fees/pricing or optional services not included in the pricing section 9 (page 4) in this section of your proposal.

2) Introduction of the Offeror: Include an introduction of the firm. Discuss primary business experience, the overall mission, length of time in business, location of offices, telephone numbers and other matters offers deem pertinent and introductory in nature.

3) Qualifications of the firm: Include the offeror's experience and history relevant to the Authority's needs, including a description of the offeror's direct experience on other projects of similar size, scope, and complexity.

4) Qualifications of Staff: Include the staff's experience and qualifications.

5) Project Plan: This section shall contain a detailed work plan describing how the offeror would organize and perform the services. This section should include the firm's technical approach and description on how the firm proposes to accomplish the tasks described herein and should demonstrate understanding of the requirements in this scope of services. Identify portions of work to be subcontracted and by whom. Identify tasks, if any, which must be accomplished by the Authority.

6. EVALUATION CRITERIA

(a) The successful Contractor shall be selected by Capital Metro on a rational basis by an evaluation committee. Each response will be evaluated and ranked by Capital Metro. Capital Metro will select the firm that demonstrates the ability to best meet the needs and requirements of the Authority, for this solicitation, factors other than cost or price are significantly more important. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. The evaluation factors listed below are in descending order of importance. All proposals shall be evaluated and ranked on the basis of the following factors:

- 1) Relevant work experience and capabilities of the firm as a whole;
- 2) The methodology and quality of the work plan for the performance of the work by the offeror;
- 3) The offeror's demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror.

(b) Each of the evaluation factors will be given one of the following ratings:

- 1) **Excellent:** Exceeds evaluation standard in a beneficial way to the Authority and has a high probability of satisfying the requirements in the scope of services; has no significant weaknesses.
- 2) **Acceptable:** Meets evaluation standards; has good probability of satisfying the requirements in the scope of services, any weaknesses can be readily corrected.
- 3) **Marginal:** Fails to meet evaluation standards; has low probability of satisfying the requirements in the scope of services; has significant deficiencies.
- 4) **Unacceptable:** Fails to meet minimum requirements in the scope of services; deficiency requires a major revision to the proposal to make it acceptable.

7. SOLICITATION ATTACHMENTS

Attachment #1 – Supplemental Purchase Order Terms and Conditions

8. TERMS AND CONDITIONS

- (a) Late quotes will not be accepted.
- (b) Quote proposals must be held open for thirty (30) days from the due time/date.
- (c) Capital Metro reserves the right to accept or reject all quotes.
- (d) **Pricing must be submitted on the form provided on page four (4) of this document.**
- (e) The awarded purchase order will be a fixed price purchase order.
- (f) Award of contract may be made without discussion with offerors after quote proposals are received.
- (g) Any amendment issued regarding this solicitation must be signed and returned by the solicitations due date and time.
- (h) Contractor must comply with all laws, ordinances, regulations, orders, and directives issued by any public health agencies or any other regulatory or enforcement agency having jurisdiction over the operation.
- (i) All submittals must be included with the quote proposal in order to be deemed responsive.

(j) Request for Information: The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than the Authority and its authorized agents except as otherwise provided by this contract or after obtaining the prior written permission of the Authority. This contract, all data and other information developed pursuant to this contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act. The Contractor is instructed that any requests for information regarding this contract and the Deliverables shall be referred to the Authority.

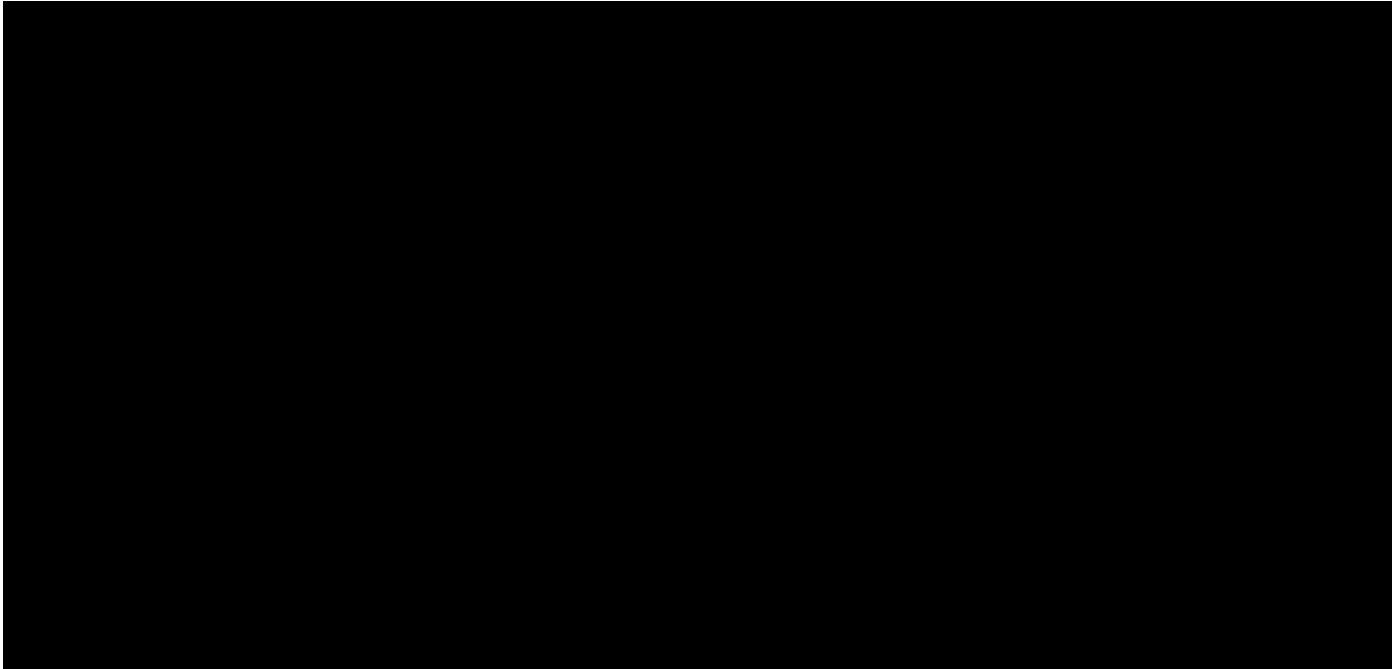
(k)

(l) A complete listing of Capital Metro's Purchase Order Terms may be found at www.capmetro.org/poterm/. Firms are responsible for reviewing and adhering to all Capital Metro PO terms.

(m) All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation to supplement and/or clarify a quote proposal which may be required by the Authority shall be the sole responsibility of and shall be borne by the offeror.

9. PRICING

Pricing is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to salary, general administrative expenses, travel, mileage, overhead and fee/profit needed to perform all the services described herein.



Please have authorized personnel write/print, sign and date in the spaces provided below.

Company: Albertsons dba Randalls Food and Pharmacy

Address: 14610 Memorial Dr. Houston, Texas 77079

Phone: 713-268-3861 Fax: 623-869-1739 email: Julie.Spier@safeway.com

Federal Identification Number: [REDACTED]

I, Joseph Lask Pharm D., hereby attest that all information submitted in this proposal to
(Printed name of authorized agent) be true and verifiable.

Signature of Authorized Agent Joseph Lask
DocuSigned by: A0E852C990C9425...

This page must be signed and returned. Failure to sign quote may result in disqualification.

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>



Julie Spier, R.Ph.
Director of Pharmacy Operations
14610 Memorial Dr.
Houston, TX 77079
Office 713-268-3861
Fax 623-869-1734
julie.spier@safeway.com

May 13, 2022

Capital Metro
2910 East Fifth Street
Austin, Texas 78702

Attention: Deborah Knutson, CPPB, Buyer III

Deborah Knutson,

Thank you again for the opportunity to bid for the 2022-2023 flu season.

Randalls has been providing flu shots and other immunizations to the citizens of Austin and in the other Texas markets we serve since 2003. During this time, we have built a robust immunization program that includes these services being provided both in our pharmacies as well as in businesses such as yours, as well as churches, schools, Assisted Living centers and community centers. The clinics we conduct range from 30 to over 1000 in a day.

All of our pharmacy staff utilized in the clinics holds a license from the Texas State Board of Pharmacy, has completed immunization training and is current in CPR.

As we did for you last year for Covid, we look to make our offsite clinics as turnkey as possible for the client. We are able to provide you with a link (QR code) so that employees can sign up for time slots which greatly reduces wait times and allows us to provide reminders to the employees for their appointments as well as educational materials. While we tailor each clinic to the client's needs, we make sure that all clinics are organized and efficient with the number of immunizers and time of the clinic to match the number of employees that will be immunized at the clinic. The only thing we ask for the business to supply is table and chairs and to assist in communicating the event to the associates. We have found for best results to get the date set 2-3 weeks prior to the actual clinic date so that there is ample time to let the employees know. This allows us the ability to provide the educational materials and for them to reach the associates.

As far as the day of the clinic, the team will arrive 1 hour prior to the event. They will assist in setting up the room for efficient workflow. The team will bring all needed supplies including additional consent and release if the associate does not bring their online form with them and to accommodate any walk-ins. They will leave the room clean and take everything out with them.

Regarding the pricing, you will find 2 options and we are able to do one, the other or a combination of the two options. With Option A the employee would bring their insurance card and we would simply bill the immunization through the employee's insurance. With Option B we would simply bill you directly for all immunizations given.

They hybrid option would be anyone with insurance we would bill insurance and for those who do not we would do a direct bill. Note if the employee is covered under their spouse's insurance, we would be able to bill these to insurance as well. Note that with both options there is not any additional clinic fees.

Please Feel free to reach out to me if you have any questions or if I can clarify any points. We look forward to taking care of the Capital Metro employees and we thank them for the service they provide to the city each and every day.

Sincerely,

A handwritten signature in cursive script that reads "Julie R. Spier". The signature is written in a dark ink and is positioned above the typed name and title.

Julie Spier. R.Ph.
Director of Pharmacy Operations
Randalls/Tom Thumb/Albertsons

TAB 2

Attachment 1

Supplemental Purchase Order Terms and Conditions

**RFQ 308118
ATTACHMENT 1
SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS**

Note: In addition to the Supplemental PO Terms and Conditions listed herein, a complete listing of Capital Metro's Purchase Order Terms and Conditions may be found at www.capmetro.org/potermis. Contractors are responsible for reviewing and adhering to all Capital Metro terms and conditions.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.
- (b) "Contract" or "Contract Documents" or "Purchase Order (PO)" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (c) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (e) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (f) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (g) "Fully Burdened Hourly Labor Rate" means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.
- (h) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (i) "Notice to Proceed" means written authorization for the Contractor to start the Services.
- (j) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (k) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (l) "Subcontractor" means subcontractors of any tier.
- (m) "Works" means any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, developed, incorporated, provided or obtained by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of the Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web

sites, other written or machine readable expression of such works fixed in any tangible media, and all other copy-rightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided to the Authority under the Contract.

2. FIXED PRICE CONTRACT

This is a fixed price Contract/ Purchase Order for the Services specified and stated in the RFQ solicitation document.

3. TERM

The term of the contract/ purchase order shall be one (1) year from the contract Notice to Proceed date. No work shall be performed under this contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT PERFORMANCE

The Authority shall have the unilateral right and option to extend the Contract for up to two option periods for a twelve (12) month duration each at the option prices set forth on RFQ 308118, section 12 upon written notice to the contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph four (4) have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

6. INVOICING AND PAYMENT

- (a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
- (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
- (3) any discounts offered to the Authority under the terms of the Contract;
- (4) evidence of the acceptance of the supplies or Services by the Authority; and
- (5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

- (b) all undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

(c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

7. INSURANCE

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy, Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with an aggregate of One Million Dollars and No/100 Dollars (\$1,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Business Automobile Liability Insurance** with minimum coverage limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars (\$2,000,000), covering all owned, hired and non-owned automobiles used in connection with the Services for Bodily Injury and Property Damage.

(3) **Workers' Compensation Insurance** providing statutory limits in accordance with the Texas Workers' Compensation Act and/or other State or Federal law as may be applicable to the Services being performed under this Contract.

(4) **Employer Liability Insurance** with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTRIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Services, all of the Contractor's insurance policy required under this Contract.

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

8. PERSONNEL ASSIGNMENTS

(a) The Contractor shall perform the Services in an orderly and workmanlike manner and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the Contract. The Authority will have the right to review the experience of each candidate, and approve assignments of the Contractor's personnel.

(b) The Contractor certifies that the Contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

9. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

(b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.

10. PUBLICATIONS

All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in the Contract document. When material, not originally developed, is included in a report, it shall have the source identified. This provision is applicable when the material is in a verbatim or extensive paraphrased format.

11. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

(a) All documentation related to or prepared in connection with any proposal, including the contents of any proposal contracts, responses, inquiries, correspondence, and all other material submitted in connection with the proposal shall become the property of the Authority upon receipt.

(b) All documents, reports, data, graphics and other materials produced under this Contract shall become the sole possession of the Authority upon receipt and payment, subject only to the Contractor's professional obligation to maintain copies of its work product.