



Amendment No. 3
to
Contract No. NG160000001
for
Career and Occupational Training
between
Skillpoint Alliance
and the
City of Austin


- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2019 through September 30, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$287,833.00 by this extension period. The total contract authorization is recapped below:

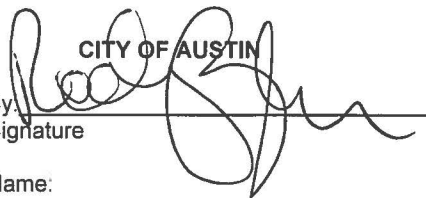
Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2015 – 09/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Increase contract amount - RCA #12, 12/15/2016 04/04/2017	\$275,666.00	\$725,666.00
Amendment No. 2: Option 1 – Extension 10/01/2018 – 09/30/2019	\$287,833.00	\$1,013,499.00
Amendment No. 3: Option 2 – Extension 10/01/2019 – 09/30/2020	\$287,833.00	\$1,301,332.00

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


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

SKILLPOINT ALLIANCE

By: 
Signature
Name: Kevin Brackmeyer
Printed Name
Title: Executive Director
Date: 9-4-19

CITY OF AUSTIN
By: 
Signature
Name: _____
Assistant City Manager
Date: 9-11-19

APPROVED TO FORM:



Assistant City Attorney
City of Austin



Amendment No. 2
to
Contract No. NG160000001
for
Career and Occupational Training
between
Skillpoint Alliance
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2018 through September 30, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$287,833.00 by this extension period. The total contract authorization is recapped below

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2015 – 09/30/2018	\$450,000.00	\$450,000.00
Amendment No. 1: Increase contract amount - RCA #70, 12/15/2016 04/04/2017	\$275,666.00	\$725,666.00
Amendment No. 2: Option 1 – Extension 10/01/2018 – 09/30/2019	\$287,833.00	\$1,013,499.00

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

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

SKILLPOINT ALLIANCE

By: 
Signature

Name: Kevin Brackmeyer
Printed Name

Title: Executive Director

Date: July 27, 2018

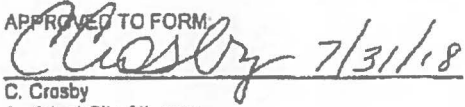
CITY OF AUSTIN

By: 
Signature

Name: Greg Canally
Assistant City Manager

Date: 8/10/18

APPROVED TO FORM


C. Crosby
Assistant City Attorney
City of Austin

**Amendment No. 1
to
Contract No. NG16000001**

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SKILLPOINT ALLIANCE
FOR
CAREER AND OCCUPATIONAL TRAINING**

This Agreement is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Skillpoint Alliance ("Contractor"), having offices at 201 East 2nd Street, Suite B, Austin, Texas 78701.

1.0 The City and Contractor entered into a Contract dated (October 1, 2015), and wish to amend the Agreement as described below.

2.0 The first paragraph in subsection 3.1 (Contract Amount) is deleted in its entirety and replaced with the following language:

3.1 **Contract Amount.** This amendment to the Agreement **increases funding by \$137,833 annually for a total annual contract amount of \$287,833**, for a contract term amount **not to exceed \$725,666** for the term of the contract period of September 1, 2015 through September 30, 2018, with three 12-month extension options in an amount **not to exceed \$287,833** for each extension option, for a total contract amount **not to exceed \$1,589,165**. The total Agreement amount is recapped below:

Contract Period	Original Amount	Amendment Amount	Amended Total
Initial Term: (Oct. 1, 2015 - Sept. 30, 2018)			
Year 1 - Oct. 1, 2015 - Sept. 30, 2016	\$150,000	N/A	\$150,000
Year 2 - Oct. 1, 2016 - Sept. 30, 2017	\$150,000	\$137,833	\$287,833
Year 1 - Oct. 1, 2017 - Sept. 30, 2018	\$150,000	\$137,833	\$287,833
Initial Term - Total Value		\$275,666	\$725,666
3 – One year Extension Options			
Ext. Option 1 - Oct. 1, 2018 - Sept. 30, 2019	\$150,000	\$137,833	\$287,833
Ext. Option 2 - Oct. 1, 2019 - Sept. 30, 2020	\$150,000	\$137,833	\$287,833
Ext. Option 3 - Oct. 1, 2020 - Sept. 30, 2021	\$150,000	\$137,833	\$287,833
Extension Options - Total Value		\$413,499	\$863,499
Contract Period	Original Amount	Amendment Amount	Amended Total
Initial Term and Extensions Options - Total Combined Value of Contract	\$900,000	\$689,165	\$1,589,165

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

4.0 The following change is made to the Contract EXHIBITS:

Exhibit A – Scope of Work is deleted in its entirety and replaced with a new **Exhibit A – Scope of Work**, attached and incorporated by reference.

5.0 Except as described in this Amendment, all other Contract terms and conditions remain that same.

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

SKILLPOINT ALLIANCE

By: 
Signature

Name: KEVIN BRACKMEYER
Printed Name

Title: EXECUTIVE DIRECTOR

Date: 3/9/2017

CITY OF AUSTIN

By: 
Signature

Name: Sue Edwards

Assistant City Manager

Date: 3/14/17

APPROVED AS TO FORM:



C. Crosby

Assistant City Attorney

City of Austin

List of Exhibits

EXHIBITS

Exhibit A Scope of Work

EXHIBIT A: SCOPE OF WORK

Alignment with Workforce Development Strategy and Planning

The following scope of work is subject to the City's reservation of its rights to amend the scope of work as detailed in this paragraph. To ensure the Scope of Work is in alignment with Council adopted strategies and plans related to workforce development, the Contractor shall, at the City's request, participate in the evaluation and analysis of the Contractor's Scope of Work and make the necessary revisions in order to align with any such strategies or plans adopted by the City. The evaluation may include, but is not limited to, Contractor providing a written response detailing the Contractor's Scope of Work and how it aligns with the strategy or plan adopted by the City, or proposals for revising the Contractor's Scope of Work, or both.

The City may request changes to the Scope of Work as needed for alignment with an adopted strategy or plan. All changes to the Contract and Scope of Work will be conducted as outlined in Section 7.19 (Modifications).

Introduction

Skillpoint Alliance programs play a major role in driving the Central Texas economy by offering opportunities for the underserved population to fill much-needed jobs, preparing the workforce for today's technology-focused world and using project-based learning to ensure the high-tech workforce exists for a growing high-tech sector. Its high-impact programs represent an investment in Central Texas' greatest resource: its human capital.

Skillpoint has been working to encourage life-long learning, improve career opportunities, and build self-sufficiency—all while strengthening Central Texas as a region that attracts and retains good jobs – since 1994. The City of Austin's goals of transitioning people out of poverty and ensuring developmental, educational employment and other special opportunities for disadvantaged persons to further self-reliance is directly aligned with Skillpoint's goal to provide educational programming to the target population of individuals with gross income at or below 200% of the federal poverty guidelines.

Gateway programs provide valuable training and education to those in need, preparing participants for entry-level employment in 4 to 8 weeks. The trainings differ each year in response to local job market fluctuations. Currently, *Gateway* courses are offered in: Machine Operator, Electrical, Certified Nurse Aide, HVAC, Construction, and Plumbing. Additional courses will be added based on workforce demand.

Program Goals and Objectives

Skillpoint Alliance's mission is to build partnerships among industry, education and the community leading to college and career success for Central Texans, while meeting employers' needs for a qualified workforce. Its flagship program, Gateway Job Training, provide adult workforce skills training in high demand industries for hard-to-employ individuals.

Gateway's goal is to strengthen the local economy by working with employers to build a quality workforce through adult training and education Initiatives that will impact the region's most challenged citizens.

Program Services and Delivery

The Adult Workforce Council collaborates with program staff to develop, monitor and evaluate programs, market and increase the visibility of each program, and increase the direct industry involvement.

Gateway programs use the Rapid Employment Model to quickly prepare participants for entry-level employment by providing valuable training and job skills. Gateway is a proven, life-changing, transformational program that not only results in employment, but gives people hope and confidence for a better future by setting them on a path toward stability, financial independence, and further education and training. Courses involve hands on and lecture-style instruction emphasizing tasks and skills graduates will be asked to perform when employed. Trainings vary from 4 to 8 weeks and require 40 hours per week in class, with the same punctuality and etiquette expectations of a regular job. The program also includes soft skills like preparing a resume, acing a job interview, communicating professionally with colleagues, planning for their career, and working in a team. Graduates also gain lifetime access to Skillpoint's Professional Development Services. Fidelity for programs is ensured by strict adherence to research-based and validated curriculum.

The Adult Workforce Program Gateway is driven by the research based Rapid Employment Model, a tried and tested method for learning. The Rapid Employment Model (REM) provides opportunities to gain in-demand skills and enter the workforce in a short amount of time. The Ray Marshall Center has reported that Travis County participants who complete the occupational skills training component of REM are entering and retaining employment at higher rates than individuals in the comparison group (RMC, 2010). The project design for Gateway was created based on the feedback of industry members in the Austin metro area who identified that there are not enough skilled workers in the local labor market. The Adult Workforce Council was formed to address that need and informs the work of the organization, which closely examines employment data to guide its decision-making about program offerings, particularly for Gateway programs.

The following is a list of barriers and challenges the target populations may encounter when accessing services and how these barriers and challenges will be mitigated:

Barrier	Gateway
Transportation	Multiple locations (8) in various parts of the city are provided to address this barrier. Bus passes are also provided to participants
Loss of income	Participants can collect unemployment while they are enrolled
Lack of prerequisite skills	Math and reading assessments are included as part of the application process, participants are referred to partners for assistance as needed

These strategies are aligned in their goal to increase workforce development, but reach different target populations. The adult programs will show immediate employment results and impacts. There is an opportunity to cross-market to these groups, which is taken advantage of when possible. Students involved in programs are encouraged to share Adult Workforce program opportunities with their parents and extended families, and vice versa.

Data Management and Program Evaluation

Skillpoint employs both a Community TechKnowledge online database, as well as in-house databases to manage data and reporting. Each electronic data system allows collaboration with partners to gather data on participant transitions, services received and participant outcomes. Skillpoint employs staff with the expertise to manage the data systems and analysis and to provide high level quantitative analysis of programs.

Skillpoint tracks data for all programs to ensure the target audience is effectively reached. Program goals are set, and pre-, mid- and post-surveys are conducted for all programs to measure success and identify opportunities for improvement. A continuous feedback mechanism is in place so corrections are made as needs are identified.

Service Coordination

Coordination of services to minimize duplication and maximize client access - Skillpoint works with associations and unions to ensure participants receive industry credentials and training aligned to workforce needs. Skillpoint also carefully analyzes workforce data, the Ray Marshall Center's Student Futures Project high school exit surveys, and collaborates with the Austin Chamber of Commerce and Workforce Solutions Capital Area to identify jobs skills mismatches.

For *Gateway*, Skillpoint conducts a reverse referral for candidates facing a barrier that can be solved by a partner organization. Partners typically provide childcare while participants are in training, clothing for employment and food assistance during full-time program participation. Partners include: Goodwill, Workforce Solutions Capital Area and Rural Capital Area, Housing Authority of the City of Austin,

Foundation Communities, Literacy Coalition, CenterPoint Vets, GI Forum, Saint Louise House, SafePlace, City of Austin Parks and Recreation Centers and City of Austin libraries.

Coordination with other agencies_ - For *Gateway* about half of participants are referred from Workforce Solutions or other partners like Goodwill, Veterans GI Forum, Centerpoint Vets, Literacy Coalition, etc. These strong and long-established partnerships allow for closely coordinated services and ensure that participants retain their basic needs supports while participating in adult workforce programs.

For adult programs, Memoranda of Understanding (MOU) for *Gateway* are the WERC 1.0 collaborative and services delivered on Housing Authority locations. These agreements improve the odds that a participant finds out about the Adult Workforce Programs and better enables Skillpoint to reach targeted communities. *Please see Appendix C for Adult program MOUs.*

Roughly 50% of Adult Workforce participants hear about Skillpoint programs at Workforce Solutions Centers, making it easy to reverse refer them to case managers. Additionally, Skillpoint distributes a resource sheet listing partners that can provide public benefits to our clients and Program Coordinators work one-on-one with participants on a weekly basis to ensure that their needs are being met so they can attend training and graduate.

Target Population

All clients served with City funding will be residents of the City of Austin (Full Purpose Jurisdiction) and/or Travis County and will have family/household income at or below 200% of Federal Poverty Income Guidelines as required by City contract terms and conditions.

Gateway training targets multiple populations including: Un- or Under-Employed; Former Adult and Youth Offenders; Transitioning Veterans; low Literacy; Recovering addicts; and Homeless or at risk of homelessness

Skillpoint is dedicated to the following documentation of client eligibility requirements for the targeted population and will:

- Maintain a record of annual eligibility for each client, the date of eligibility certification, as well as services provided to each client in a secure location;
- All parameters for identity, residency, family size and income will be followed and documented;
- Clients will be recertified if they have a change in any of the above circumstances.

Cultural Sensitivity

For all new employees and contractors, Skillpoint hosts "Skillpoint 101," an onboarding procedure that features sessions on cultural and linguistic sensitivity. In addition, ongoing staff development opportunities are offered that address such policies. Skillpoint employs bilingual staff members and consultants to better serve client needs.

Task and Requirements

- a) The Contractor, as an independent contractor and not as an agent of the City, shall provide all personnel, services and supplies necessary to support delivery of the Gateway Program to at least 84 unduplicated participants annually.
- b) In support of the full annual requirement for unduplicated participants, the Contractor shall demonstrate quarterly activity for unduplicated participants that does not fall below 20% of annual goal for participants.
- c) The Contractor shall ensure that at least 70% of Gateway Program graduates secure employment within 30 days of graduation and that at least 65% remain employed 180 days after graduation.
- d) The Contractor shall not count any training delivered or any participants served with funding from any other City of Austin contract towards the output measures under this Contract.
- e) The Contractor shall provide both soft skills training and technical training to Gateway participants.
- f) The Contractor shall align and update its training disciplines according to the needs of the local industry through the use of labor data and industry research; interaction with private employers; and input received in their participation on community and industry boards or committees.
- g) Gateway Program courses must be taught by industry-accredited professionals where appropriate, including but not limited to National Center for Construction Education and Research (NCCER) certified instructors for construction courses, instructors holding an LVN for Nurse Aide courses and instructors holding an RN for Medication Aide courses.
- h) The Contractor shall maintain its status as an NCCER Accredited Training Sponsor.

Reporting and Measures

The Contractor shall deliver quarterly and annual reports to the City of Austin that highlight the progress made by Contractor in achieving the objectives set forth in this scope of work document. The report is due to the City within thirty (30) days of the end of each reporting quarter and should be submitted with all quarterly invoices.

The City will meet with the contractor annually to renew or revise requirements for reporting and measures.

The Contractor's quarterly and annual reports shall contain, but not be limited to, the following items:

Quarterly Outputs

- a) Unduplicated number of Gateway participants served under this contract.

Quarterly Outcomes

- b) Percentage of Gateway participants served who successfully complete (graduate) the program.
- c) Percentage of Gateway graduates who obtain employment within time periods specified by the City.
- d) Percentage of Gateway graduates that have maintained employment for a period specified by the City.
- e) Percentage of Gateway graduates who obtain employment at a living wage specified by the City.

Quarterly Comments

- f) If any of the agreed measures do not meet quarterly goals or are not on track to meet the annual goals, the Contractor shall provide an explanation for the status of the metric and detail plans to make necessary adjustments to meet the annual goal.

Quarterly Reports

- a) Provide a list of all workforce and or community board or committee meetings attended within the reporting period to include minutes or summary report for any meetings hosted by the contractor.
- b) Provide a list of all Gateway courses held during the reporting quarter – including date, location and training discipline.
- c) Provide a list of all Gateway instructors and necessary credentials or certification.
- d) Provide demographics report for Gateway program participants.

Annual Reports and Commentary

- e) The Contractor shall provide an annual report summarizing annual program outputs and outcomes, successes and challenges. Included in the report, the Contractor shall provide summary and comment on activities to ensure continuous alignment of the Gateway Program's training disciplines with local industry workforce needs including, but not limited to, major discussions and recommendations of the Adult Workforce Industry Council. The report should outline all planned or proposed changes to programming and content. Submitted with the annual report, the Contractor shall supply a report of client demographics as defined by the City.

Release of Funds Statement

The City shall release funds within thirty (30) days of receipt of an accepted invoice and quarterly report.

If the Contractor's invoice, performance or reporting does not meet the required standards, it shall be paid for any approved portion, with the balance to be paid within thirty (30) days of receipt of compliant invoice, reporting and performance.

The Contractor may submit an initial payment request of up to \$30,000 within thirty (30) days after the contract start date.

The Contractor shall submit all remaining invoices within (30) days of the end of the reporting quarter in an amount up to twenty-five percent (25%) of remaining annual contract amount not requested in the initial payment.

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SKILLPOINT ALLIANCE
FOR
CAREER AND OCCUPATIONAL TRAINING**

This Agreement is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Skillpoint Alliance ("Contractor"), having offices at 201 East 2nd Street, Suite B, Austin, Texas 78701.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the Scope of Work, which is attached hereto as Exhibit A.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The City shall at all times govern and exercise ultimate control over the City owned assets of the program and the Contractor shall perform the functions described in this Agreement in accordance with all existing and hereafter adopted policies and directives of the City. The City shall at all times retain the power to modify, change and initiate policies and directives without regard to prior discussions and directives of the Contractor.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Cat Newlands. The City's Contract Manager for the engagement shall be David Colligan, Global Business Recruitment and Expansion Manager or designee. If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. SCOPE OF WORK.

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

SECTION 3. COMPENSATION:

- 3.1 **Contract Amount.** The Contractor will be paid an amount not to exceed \$450,000 for the initial three (3) year term, with three (3) additional twelve (12) month extension options in an amount not to exceed \$150,000 for each extension option, for a total contract amount not to exceed \$900,000 combined, for all fees and expenses upon the successful completion of the Scope of Work, as described herein.
 - 3.1.1 In full consideration of the Contractor's satisfactory performance of the services under this Contract, the City shall pay the Contractor for services as outlined in Exhibit A.
- 3.2 **Invoices.**

3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.2.2 **Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

3.2.3

	City of Austin
Department	Economic Development Department
Attn:	Global Business Recruitment and Expansion Manager
Address:	301 W. 2 nd Street
City, State, Zip Code	Austin, Texas 78701

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

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

3.3 **Payment**

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

3.3.2 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;

3.3.2.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.2.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.2.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment, failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.2.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.2.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.2.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.2.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

- 3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non-appropriation or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.
- 3.5 **Final Payment and Close-Out**
- 3.5.1 The making and acceptance of final payment will constitute:
- 3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- 3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term of Contract.** This Contract shall be in effect for an initial term of three (3) years beginning October 1, 2015 and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City.
- 4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the Right to Assurance paragraph contained herein (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 4.6 **Fraud**: Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

- 5.1 **Insurance**: The following insurance requirement applies. (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel). (Revised 6/01/98).

5.1.1 **General Requirements**

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation / contract number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

City of Austin
Attn: Global Business Recruitment and Expansion Manager
Economic Development Department
301 W. Second St., Suite 2030
Austin, Texas 78701

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

- 5.1.1.8 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.9 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.
- 5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance

coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

- 5.1.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.1.13 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 5.1.1.14 If City owned property is in the care, custody or control of the Contractor, then Contractor shall provide property coverage on an "All Risk of Physical Loss" form. The Coverage shall be provided on a replacement cost basis for the 100% value of City owned property. If property is being transported or stored off-site by the Contractor, then transit and storage coverage shall also be provided. The City shall be endorsed onto the policy as a loss payee.

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

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$600,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- 5.1.2.1.2 Independent Contractor's Coverage.
- 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
- 5.1.2.1.4 If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- 5.1.2.1.5 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 5.1.2.1.6 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- 5.1.2.1.7 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$600,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- 5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.
- 5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.
- 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

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

injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.
- 5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.
- 5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

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

5.2.1.5 **Certificate**: The following statement must be shown on the Certificate of Insurance. The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

5.3 **Equal Opportunity**

5.3.1 **Equal Employment Opportunity**: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B.

5.3.2 **Americans with Disabilities Act (ADA) Compliance**: No Bidder, or Bidder's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

5.5 **Delays**:

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

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

- 5.6 **Rights to Proposal and Contractual Material:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary and confidential must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 5.7 **Publications:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty - Price

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

- 6.2 **Warranty – Title:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

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

- 6.3.1 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.
- 6.3.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- 6.3.3 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.

- 6.4 **No Warranty By City Against Infringements:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in

the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

SECTION 7. MISCELLANEOUS

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

7.2 **Workforce**

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

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

7.2.2.1 use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract or allowed by law.

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

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

7.3 **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall 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.

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

7.4.1 disposal of major assets;

- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;
- 7.4.3 any significant termination or addition of provider contracts;
- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation filed by a member against the Contractor; or
- 7.4.10 significant change in market share or product focus.

7.5 **Right To Audit**

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

7.6 **Subcontractors**

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

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

7.8 **Indemnity:**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

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

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

To the City:

City of Austin, Economic Development
Department

ATTN: Global Business Recruitment and

To the Contractor:

Skillpoint Alliance

ATTN: Cat Newlands

Expansion Manager

301 W. Second Street, Suite 2030
Austin, TX 78701

201 East 2nd Street
Austin, Texas 78701

- 7.11 **Confidentiality:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 7.12 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.13 **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.
- 7.14 **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.
- 7.15 **Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.16 **Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.17 **Assignment-Delegation:** The Contract shall be binding upon and inure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the

Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

- 7.18 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.19 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract. Notwithstanding the prior sentence, the City may unilaterally direct an increase or reduction in Scope of Work as a result of changes in funding availability for the project. If any amendments result in increased or decreased costs, the City and the Contractor agree to negotiate an equitable adjustment in the amount of compensation for this Agreement.
- 7.20 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 7.21 **Dispute Resolution**
- 7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.
- 7.22 **Jurisdiction And Venue**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of

Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

- 7.24 **Holidays:** The following holidays are observed by the City:

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

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

- 7.25 **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.
- 7.26 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.27 **Incorporation of Documents:** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/departments/purchasing>.
- 7.28 **Order of Precedence:** The Contract includes, without limitation, the Offer submitted, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.28.1 any exceptions to the Offer accepted in writing by the City;

- 7.28.2 the Supplemental Purchase Terms and Conditions;
- 7.28.3 the Standard Purchase Terms and Conditions;
- 7.28.4 the Offer, exhibits, and attachments; within the Offer.

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

SKILLPOINT ALLIANCE

By: Crosby
Signature

Name: Cat Newlands
Printed Name

Title: Deputy Director

Date: 9/18/2015

CITY OF AUSTIN

By: Sue Edwards
Signature

Name: Sue Edwards

Assistant City Manager

Date: 10/01/2015

APPROVED AS TO FORM:

Crosby
C. Crosby
Assistant City Attorney
City of Austin

List of Exhibits

EXHIBITS

Exhibit A Scope of Work

EXHIBIT A: SCOPE OF WORK

Introduction

Skillpoint Alliance programs play a major role in driving the Central Texas economy by offering opportunities for the underserved population to fill much-needed jobs, preparing the workforce for today's technology-focused world and using project-based learning to ensure the high-tech workforce exists for a growing high-tech sector. Its high-impact programs represent an investment in Central Texas' greatest resource: its human capital.

Skillpoint has been working to encourage life-long learning, improve career opportunities, and build self-sufficiency—all while strengthening Central Texas as a region that attracts and retains good jobs – since 1994. The City of Austin's goals of transitioning people out of poverty and ensuring developmental, educational employment and other special opportunities for disadvantaged persons to further self-reliance is directly aligned with Skillpoint's goal to provide educational programming to the target population of individuals with gross income at or below 200% of the federal poverty guidelines.

Gateway programs provide valuable training and education to those in need, preparing participants for entry-level employment in 4 to 8 weeks. The trainings differ each year in response to local job market fluctuations. Currently, *Gateway* courses are offered in: Machine Operator, Electrical, Certified Nurse Aide, HVAC, Construction, and Plumbing. Additional courses will be added based on workforce demand.

Program Goals and Objectives

Skillpoint Alliance's mission is to build partnerships among industry, education and the community leading to college and career success for Central Texans, while meeting employers' needs for a qualified workforce. Its flagship program, Gateway Job Training, provide adult workforce skills training in high demand industries for hard-to-employ individuals.

Gateway's goal is to strengthen the local economy by working with employers to build a quality workforce through adult training and education Initiatives that will impact the region's most challenged citizens.

Program Services and Delivery

The Adult Workforce Council collaborates with program staff to develop, monitor and evaluate programs, market and increase the visibility of each program, and increase the direct industry involvement.

Gateway programs use the Rapid Employment Model to quickly prepare participants for entry-level employment by providing valuable training and job skills. Gateway is a proven, life-changing, transformational program that not only results in employment, but gives people hope and confidence for a better future by setting them on a path toward stability, financial independence, and further education and training. Courses involve

hands on and lecture-style instruction emphasizing tasks and skills graduates will be asked to perform when employed. Trainings vary from 4 to 8 weeks and require 40 hours per week in class, with the same punctuality and etiquette expectations of a regular job. The program also includes soft skills like preparing a resume, acing a job interview, communicating professionally with colleagues, planning for their career, and working in a team. Graduates also gain lifetime access to Skillpoint's Professional Development Services. Fidelity for programs is ensured by strict adherence to research-based and validated curriculum.

The Adult Workforce Program Gateway is driven by the research based Rapid Employment Model, a tried and tested method for learning. The Rapid Employment Model (REM) provides opportunities to gain in-demand skills and enter the workforce in a short amount of time. The Ray Marshall Center has reported that Travis County participants who complete the occupational skills training component of REM are entering and retaining employment at higher rates than individuals in the comparison group (RMC, 2010). The project design for Gateway was created based on the feedback of industry members in the Austin metro area who identified that there are not enough skilled workers in the local labor market. The Adult Workforce Council was formed to address that need and informs the work of the organization, which closely examines employment data to guide its decision-making about program offerings, particularly for Gateway programs.

The following is a list of barriers and challenges the target populations may encounter when accessing services and how these barriers and challenges will be mitigated:

Barrier	<i>Gateway</i>
Transportation	Multiple locations (8) in various parts of the city are provided to address this barrier. Bus passes are also provided to participants
Loss of income	Participants can collect unemployment while they are enrolled
Lack of prerequisite skills	Math and reading assessments are included as part of the application process, participants are referred to partners for assistance as needed

These strategies are aligned in their goal to increase workforce development, but reach different target populations. The adult programs will show immediate employment results and impacts. There is an opportunity to cross-market to these groups, which is taken advantage of when possible. Students involved in programs are encouraged to share Adult Workforce program opportunities with their parents and extended families, and vice versa.

Data Management and Program Evaluation

Skillpoint employs both a Community TechKnowledge online database, as well as in-house databases to manage data and reporting. Each electronic data system allows collaboration with partners to gather data on participant transitions, services received and participant outcomes. Skillpoint employs staff with the expertise to manage the data systems and analysis and to provide high level quantitative analysis of programs.

Skillpoint tracks data for all programs to ensure the target audience is effectively reached. Program goals are set, and pre-, mid- and post-surveys are conducted for all programs to measure success and identify opportunities for improvement. A continuous feedback mechanism is in place so corrections are made as needs are identified.

Service Coordination

Coordination of services to minimize duplication and maximize client access - Skillpoint works with associations and unions to ensure participants receive industry credentials and training aligned to workforce needs. Skillpoint also carefully analyzes workforce data, the Ray Marshall Center's Student Futures Project high school exit surveys, and collaborates with the Austin Chamber of Commerce and Workforce Solutions Capital Area to identify jobs skills mismatches.

For *Gateway*, Skillpoint conducts a reverse referral for candidates facing a barrier that can be solved by a partner organization. Partners typically provide childcare while participants are in training, clothing for employment and food assistance during full-time program participation. Partners include: Goodwill, Workforce Solutions Capital Area and Rural Capital Area, Housing Authority of the City of Austin, Foundation Communities, Literacy Coalition, CenterPoint Vets, GI Forum, Saint Louise House, SafePlace, City of Austin Parks and Recreation Centers and City of Austin libraries.

Coordination with other agencies - For *Gateway* about half of participants are referred from Workforce Solutions or other partners like Goodwill, Veterans GI Forum, Centerpoint Vets, Literacy Coalition, etc. These strong and long-established partnerships allow for closely coordinated services and ensure that participants retain their basic needs supports while participating in adult workforce programs.

For adult programs, Memoranda of Understanding (MOU) for *Gateway* are the WERC 1.0 collaborative and services delivered on Housing Authority locations. These agreements improve the odds that a participant finds out about the Adult Workforce Programs and better enables Skillpoint to reach targeted communities. *Please see Appendix C for Adult program MOUs.*

Roughly 50% of Adult Workforce participants hear about Skillpoint programs at Workforce Solutions Centers, making it easy to reverse refer them to case managers. Additionally, Skillpoint distributes a resource sheet listing partners that can provide public benefits to our clients and Program Coordinators work one-on-one with participants on a weekly basis to ensure that their needs are being met so they can attend training and graduate.

Target Population

All clients served with City funding will be residents of the City of Austin (Full Purpose Jurisdiction) and/or Travis County and will have family/household income at or below 200% of Federal Poverty Income Guidelines as required by City contract terms and conditions.

Gateway training targets multiple populations including: Un- or Under-Employed; Former Adult and Youth Offenders; Transitioning Veterans; low Literacy; Recovering addicts; and Homeless or at risk of homelessness

Skillpoint is dedicated to the following documentation of client eligibility requirements for the targeted population and will:

- Maintain a record of annual eligibility for each client, the date of eligibility certification, as well as services provided to each client in a secure location;
- All parameters for identity, residency, family size and income will be followed and documented;
- Clients will be recertified if they have a change in any of the above circumstances.

Cultural Sensitivity

For all new employees and contractors, Skillpoint hosts “Skillpoint 101,” an onboarding procedure that features sessions on cultural and linguistic sensitivity. In addition, ongoing staff development opportunities are offered that address such policies. Skillpoint employs bilingual staff members and consultants to better serve client needs.

Task and Requirements

- a) The Contractor, as an independent contractor and not as an agent of the City, shall provide all personnel, services and supplies necessary to support delivery of the Gateway Program to at least 44 unduplicated participants annually.
- b) In support of the full annual requirement for unduplicated participants, the Contractor shall demonstrate quarterly activity for unduplicated participants that does not fall below 20% of annual goal for participants.
- c) The Contractor shall ensure that at least 80% of Gateway Program graduates secure employment within 30 days of graduation and that at least 65% remain employed 180 days after graduation.
- d) The Contractor shall not count any training delivered or any participants served with funding from any other City of Austin contract towards the output measures under this Contract.
- e) The Contractor shall provide both soft skills training and technical training to Gateway participants.
- f) The Contractor shall align and update its training disciplines according to the needs of the local industry through the use of labor data and industry research; interaction with private employers; and input received in their participation on community and industry boards or committees.
- g) Gateway Program courses must be taught by industry-accredited professionals where appropriate, including but not limited to National Center for Construction Education and Research (NCCER) certified instructors for construction courses, instructors holding an LVN for Nurse Aide courses and instructors holding an RN for Medication Aide courses.
- h) The Contractor shall maintain its status as an NCCER Accredited Training Sponsor.

Reporting and Measures

The Contractor shall deliver quarterly and annual reports to the City of Austin that highlight the progress made by Contractor in achieving the objectives set forth in this scope of work document. The report is due to the City within thirty (30) days of the end of each reporting quarter and should be submitted with all quarterly invoices.

The City will meet with the contractor annually to renew or revise requirements for reporting and measures.

The Contractor's quarterly and annual reports shall contain, but not be limited to, the following items:

Quarterly Outputs

- a) Unduplicated number of Gateway participants served under this contract.

Quarterly Outcomes

- b) Percentage of Gateway participants served who successfully complete (graduate) the program.
- c) Percentage of Gateway graduates who obtain employment within time periods specified by the City.
- d) Percentage of Gateway graduates that have maintained employment for a period specified by the City.
- e) Percentage of Gateway graduates who obtain employment at a living wage specified by the City.

Quarterly Comments

- f) If any of the agreed measures do not meet quarterly goals or are not on track to meet the annual goals, the Contractor shall provide an explanation for the status of the metric and detail plans to make necessary adjustments to meet the annual goal.

Quarterly Reports

- g) Provide a list of all workforce and or community board or committee meetings attended within the reporting period to include minutes or summary report for any meetings hosted by the contractor.
- h) Provide a list of all Gateway courses held during the reporting quarter – including date, location and training discipline.
- i) Provide a list of all Gateway instructors and necessary credentials or certification.
- j) Provide demographics report for Gateway program participants.

Annual Reports and Commentary

- k) The Contractor shall provide an annual report summarizing annual program outputs and outcomes, successes and challenges. Included in the report, the Contractor shall provide summary and comment on activities to ensure continuous alignment of the Gateway Program's training disciplines with local industry workforce needs including, but not limited to, major discussions and recommendations of the Adult Workforce Industry Council. The report should outline all planned or proposed changes to programming and content. Submitted with the annual report, the Contractor shall supply a report of client demographics as defined by the City.

Release of Funds Statement

The City shall release funds within thirty (30) days of receipt of an accepted invoice and quarterly report.

If the Contractor's invoice, performance or reporting does not meet the required standards, it shall be paid for any approved portion, with the balance to be paid within thirty (30) days of receipt of compliant invoice, reporting and performance.

The Contractor may submit an initial payment request of up to \$30,000 (20% of full annual contract amount \$150,000) within thirty (30) days after the contract start date.

The Contractor shall submit all remaining invoices within (30) days of the end of the reporting quarter in an amount up to twenty-five percent (25%) of remaining annual contract amount not requested in the initial payment.

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SKILLPOINT ALLIANCE
FOR
CAREER AND OCCUPATIONAL TRAINING**

This Agreement is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Skillpoint Alliance ("Contractor"), having offices at 201 East 2nd Street, Suite B, Austin, Texas 78701.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the Scope of Work, which is attached hereto as Exhibit A.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The City shall at all times govern and exercise ultimate control over the City owned assets of the program and the Contractor shall perform the functions described in this Agreement in accordance with all existing and hereafter adopted policies and directives of the City. The City shall at all times retain the power to modify, change and initiate policies and directives without regard to prior discussions and directives of the Contractor.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Cat Newlands. The City's Contract Manager for the engagement shall be David Colligan, Global Business Recruitment and Expansion Manager or designee. If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. SCOPE OF WORK.

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

SECTION 3. COMPENSATION:

- 3.1 **Contract Amount.** The Contractor will be paid an amount not to exceed \$450,000 for the initial three (3) year term, with three (3) additional twelve (12) month extension options in an amount not to exceed \$150,000 for each extension option, for a total contract amount not to exceed \$900,000 combined, for all fees and expenses upon the successful completion of the Scope of Work, as described herein.
 - 3.1.1 In full consideration of the Contractor's satisfactory performance of the services under this Contract, the City shall pay the Contractor for services as outlined in Exhibit A.
- 3.2 **Invoices.**

3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.2.2 **Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

3.2.3

	City of Austin
Department	Economic Development Department
Attn:	Global Business Recruitment and Expansion Manager
Address:	301 W. 2 nd Street
City, State, Zip Code	Austin, Texas 78701

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

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

3.3 **Payment**

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

3.3.2 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;

3.3.2.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.2.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.2.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment, failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.2.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.2.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.2.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.2.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

- 3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non-appropriation or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.
- 3.5 **Final Payment and Close-Out**
- 3.5.1 The making and acceptance of final payment will constitute:
- 3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- 3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term of Contract.** This Contract shall be in effect for an initial term of three (3) years beginning October 1, 2015 and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City.
- 4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the Right to Assurance paragraph contained herein (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 4.6 **Fraud**: Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

- 5.1 **Insurance**: The following insurance requirement applies. (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel). (Revised 6/01/98).

5.1.1 **General Requirements**

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation / contract number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

City of Austin
Attn: Global Business Recruitment and Expansion Manager
Economic Development Department
301 W. Second St., Suite 2030
Austin, Texas 78701

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

- 5.1.1.8 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.9 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.
- 5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance

coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

- 5.1.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.1.13 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 5.1.1.14 If City owned property is in the care, custody or control of the Contractor, then Contractor shall provide property coverage on an "All Risk of Physical Loss" form. The Coverage shall be provided on a replacement cost basis for the 100% value of City owned property. If property is being transported or stored off-site by the Contractor, then transit and storage coverage shall also be provided. The City shall be endorsed onto the policy as a loss payee.

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

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$600,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- 5.1.2.1.2 Independent Contractor's Coverage.
- 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
- 5.1.2.1.4 If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- 5.1.2.1.5 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 5.1.2.1.6 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- 5.1.2.1.7 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$600,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- 5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.
- 5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.
- 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

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

injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.
- 5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.
- 5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

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

5.2.1.5 **Certificate**: The following statement must be shown on the Certificate of Insurance. The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

5.3 **Equal Opportunity**

5.3.1 **Equal Employment Opportunity**: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B.

5.3.2 **Americans with Disabilities Act (ADA) Compliance**: No Bidder, or Bidder's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

5.5 **Delays**:

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

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

- 5.6 **Rights to Proposal and Contractual Material:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary and confidential must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 5.7 **Publications:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty - Price

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

- 6.2 **Warranty – Title:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

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

- 6.3.1 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.
- 6.3.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- 6.3.3 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.

- 6.4 **No Warranty By City Against Infringements:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in

the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

SECTION 7. MISCELLANEOUS

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

7.2 **Workforce**

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

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

7.2.2.1 use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract or allowed by law.

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

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

7.3 **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall 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.

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

7.4.1 disposal of major assets;

- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;
- 7.4.3 any significant termination or addition of provider contracts;
- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation filed by a member against the Contractor; or
- 7.4.10 significant change in market share or product focus.

7.5 **Right To Audit**

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

7.6 **Subcontractors**

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

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

7.8 **Indemnity:**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

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

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

To the City:

City of Austin, Economic Development
Department

ATTN: Global Business Recruitment and

To the Contractor:

Skillpoint Alliance

ATTN: Cat Newlands

Expansion Manager

301 W. Second Street, Suite 2030
Austin, TX 78701

201 East 2nd Street
Austin, Texas 78701

- 7.11 **Confidentiality:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 7.12 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.13 **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.
- 7.14 **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.
- 7.15 **Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.16 **Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.17 **Assignment-Delegation:** The Contract shall be binding upon and inure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the

Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

- 7.18 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.19 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract. Notwithstanding the prior sentence, the City may unilaterally direct an increase or reduction in Scope of Work as a result of changes in funding availability for the project. If any amendments result in increased or decreased costs, the City and the Contractor agree to negotiate an equitable adjustment in the amount of compensation for this Agreement.
- 7.20 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 7.21 **Dispute Resolution**
- 7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.
- 7.22 **Jurisdiction And Venue**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of

Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

- 7.24 **Holidays:** The following holidays are observed by the City:

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

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

- 7.25 **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.
- 7.26 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.27 **Incorporation of Documents:** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/departments/purchasing>.
- 7.28 **Order of Precedence:** The Contract includes, without limitation, the Offer submitted, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.28.1 any exceptions to the Offer accepted in writing by the City;

- 7.28.2 the Supplemental Purchase Terms and Conditions;
- 7.28.3 the Standard Purchase Terms and Conditions;
- 7.28.4 the Offer, exhibits, and attachments; within the Offer.

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

SKILLPOINT ALLIANCE

By: Crosby
Signature

Name: Cat Newlands
Printed Name

Title: Deputy Director

Date: 9/18/2015

CITY OF AUSTIN

By: Sue Edwards
Signature

Name: Sue Edwards

Assistant City Manager

Date: 10/01/2015

APPROVED AS TO FORM:

Crosby
C. Crosby
Assistant City Attorney
City of Austin

List of Exhibits

EXHIBITS

Exhibit A Scope of Work

EXHIBIT A: SCOPE OF WORK

Introduction

Skillpoint Alliance programs play a major role in driving the Central Texas economy by offering opportunities for the underserved population to fill much-needed jobs, preparing the workforce for today's technology-focused world and using project-based learning to ensure the high-tech workforce exists for a growing high-tech sector. Its high-impact programs represent an investment in Central Texas' greatest resource: its human capital.

Skillpoint has been working to encourage life-long learning, improve career opportunities, and build self-sufficiency—all while strengthening Central Texas as a region that attracts and retains good jobs – since 1994. The City of Austin's goals of transitioning people out of poverty and ensuring developmental, educational employment and other special opportunities for disadvantaged persons to further self-reliance is directly aligned with Skillpoint's goal to provide educational programming to the target population of individuals with gross income at or below 200% of the federal poverty guidelines.

Gateway programs provide valuable training and education to those in need, preparing participants for entry-level employment in 4 to 8 weeks. The trainings differ each year in response to local job market fluctuations. Currently, *Gateway* courses are offered in: Machine Operator, Electrical, Certified Nurse Aide, HVAC, Construction, and Plumbing. Additional courses will be added based on workforce demand.

Program Goals and Objectives

Skillpoint Alliance's mission is to build partnerships among industry, education and the community leading to college and career success for Central Texans, while meeting employers' needs for a qualified workforce. Its flagship program, Gateway Job Training, provide adult workforce skills training in high demand industries for hard-to-employ individuals.

Gateway's goal is to strengthen the local economy by working with employers to build a quality workforce through adult training and education Initiatives that will impact the region's most challenged citizens.

Program Services and Delivery

The Adult Workforce Council collaborates with program staff to develop, monitor and evaluate programs, market and increase the visibility of each program, and increase the direct industry involvement.

Gateway programs use the Rapid Employment Model to quickly prepare participants for entry-level employment by providing valuable training and job skills. Gateway is a proven, life-changing, transformational program that not only results in employment, but gives people hope and confidence for a better future by setting them on a path toward stability, financial independence, and further education and training. Courses involve

hands on and lecture-style instruction emphasizing tasks and skills graduates will be asked to perform when employed. Trainings vary from 4 to 8 weeks and require 40 hours per week in class, with the same punctuality and etiquette expectations of a regular job. The program also includes soft skills like preparing a resume, acing a job interview, communicating professionally with colleagues, planning for their career, and working in a team. Graduates also gain lifetime access to Skillpoint's Professional Development Services. Fidelity for programs is ensured by strict adherence to research-based and validated curriculum.

The Adult Workforce Program Gateway is driven by the research based Rapid Employment Model, a tried and tested method for learning. The Rapid Employment Model (REM) provides opportunities to gain in-demand skills and enter the workforce in a short amount of time. The Ray Marshall Center has reported that Travis County participants who complete the occupational skills training component of REM are entering and retaining employment at higher rates than individuals in the comparison group (RMC, 2010). The project design for Gateway was created based on the feedback of industry members in the Austin metro area who identified that there are not enough skilled workers in the local labor market. The Adult Workforce Council was formed to address that need and informs the work of the organization, which closely examines employment data to guide its decision-making about program offerings, particularly for Gateway programs.

The following is a list of barriers and challenges the target populations may encounter when accessing services and how these barriers and challenges will be mitigated:

Barrier	<i>Gateway</i>
Transportation	Multiple locations (8) in various parts of the city are provided to address this barrier. Bus passes are also provided to participants
Loss of income	Participants can collect unemployment while they are enrolled
Lack of prerequisite skills	Math and reading assessments are included as part of the application process, participants are referred to partners for assistance as needed

These strategies are aligned in their goal to increase workforce development, but reach different target populations. The adult programs will show immediate employment results and impacts. There is an opportunity to cross-market to these groups, which is taken advantage of when possible. Students involved in programs are encouraged to share Adult Workforce program opportunities with their parents and extended families, and vice versa.

Data Management and Program Evaluation

Skillpoint employs both a Community TechKnowledge online database, as well as in-house databases to manage data and reporting. Each electronic data system allows collaboration with partners to gather data on participant transitions, services received and participant outcomes. Skillpoint employs staff with the expertise to manage the data systems and analysis and to provide high level quantitative analysis of programs.

Skillpoint tracks data for all programs to ensure the target audience is effectively reached. Program goals are set, and pre-, mid- and post-surveys are conducted for all programs to measure success and identify opportunities for improvement. A continuous feedback mechanism is in place so corrections are made as needs are identified.

Service Coordination

Coordination of services to minimize duplication and maximize client access - Skillpoint works with associations and unions to ensure participants receive industry credentials and training aligned to workforce needs. Skillpoint also carefully analyzes workforce data, the Ray Marshall Center's Student Futures Project high school exit surveys, and collaborates with the Austin Chamber of Commerce and Workforce Solutions Capital Area to identify jobs skills mismatches.

For *Gateway*, Skillpoint conducts a reverse referral for candidates facing a barrier that can be solved by a partner organization. Partners typically provide childcare while participants are in training, clothing for employment and food assistance during full-time program participation. Partners include: Goodwill, Workforce Solutions Capital Area and Rural Capital Area, Housing Authority of the City of Austin, Foundation Communities, Literacy Coalition, CenterPoint Vets, GI Forum, Saint Louise House, SafePlace, City of Austin Parks and Recreation Centers and City of Austin libraries.

Coordination with other agencies - For *Gateway* about half of participants are referred from Workforce Solutions or other partners like Goodwill, Veterans GI Forum, Centerpoint Vets, Literacy Coalition, etc. These strong and long-established partnerships allow for closely coordinated services and ensure that participants retain their basic needs supports while participating in adult workforce programs.

For adult programs, Memoranda of Understanding (MOU) for *Gateway* are the WERC 1.0 collaborative and services delivered on Housing Authority locations. These agreements improve the odds that a participant finds out about the Adult Workforce Programs and better enables Skillpoint to reach targeted communities. *Please see Appendix C for Adult program MOUs.*

Roughly 50% of Adult Workforce participants hear about Skillpoint programs at Workforce Solutions Centers, making it easy to reverse refer them to case managers. Additionally, Skillpoint distributes a resource sheet listing partners that can provide public benefits to our clients and Program Coordinators work one-on-one with participants on a weekly basis to ensure that their needs are being met so they can attend training and graduate.

Target Population

All clients served with City funding will be residents of the City of Austin (Full Purpose Jurisdiction) and/or Travis County and will have family/household income at or below 200% of Federal Poverty Income Guidelines as required by City contract terms and conditions.

Gateway training targets multiple populations including: Un- or Under-Employed; Former Adult and Youth Offenders; Transitioning Veterans; low Literacy; Recovering addicts; and Homeless or at risk of homelessness

Skillpoint is dedicated to the following documentation of client eligibility requirements for the targeted population and will:

- Maintain a record of annual eligibility for each client, the date of eligibility certification, as well as services provided to each client in a secure location;
- All parameters for identity, residency, family size and income will be followed and documented;
- Clients will be recertified if they have a change in any of the above circumstances.

Cultural Sensitivity

For all new employees and contractors, Skillpoint hosts “Skillpoint 101,” an onboarding procedure that features sessions on cultural and linguistic sensitivity. In addition, ongoing staff development opportunities are offered that address such policies. Skillpoint employs bilingual staff members and consultants to better serve client needs.

Task and Requirements

- a) The Contractor, as an independent contractor and not as an agent of the City, shall provide all personnel, services and supplies necessary to support delivery of the Gateway Program to at least 44 unduplicated participants annually.
- b) In support of the full annual requirement for unduplicated participants, the Contractor shall demonstrate quarterly activity for unduplicated participants that does not fall below 20% of annual goal for participants.
- c) The Contractor shall ensure that at least 80% of Gateway Program graduates secure employment within 30 days of graduation and that at least 65% remain employed 180 days after graduation.
- d) The Contractor shall not count any training delivered or any participants served with funding from any other City of Austin contract towards the output measures under this Contract.
- e) The Contractor shall provide both soft skills training and technical training to Gateway participants.
- f) The Contractor shall align and update its training disciplines according to the needs of the local industry through the use of labor data and industry research; interaction with private employers; and input received in their participation on community and industry boards or committees.
- g) Gateway Program courses must be taught by industry-accredited professionals where appropriate, including but not limited to National Center for Construction Education and Research (NCCER) certified instructors for construction courses, instructors holding an LVN for Nurse Aide courses and instructors holding an RN for Medication Aide courses.
- h) The Contractor shall maintain its status as an NCCER Accredited Training Sponsor.

Reporting and Measures

The Contractor shall deliver quarterly and annual reports to the City of Austin that highlight the progress made by Contractor in achieving the objectives set forth in this scope of work document. The report is due to the City within thirty (30) days of the end of each reporting quarter and should be submitted with all quarterly invoices.

The City will meet with the contractor annually to renew or revise requirements for reporting and measures.

The Contractor's quarterly and annual reports shall contain, but not be limited to, the following items:

Quarterly Outputs

- a) Unduplicated number of Gateway participants served under this contract.

Quarterly Outcomes

- b) Percentage of Gateway participants served who successfully complete (graduate) the program.
- c) Percentage of Gateway graduates who obtain employment within time periods specified by the City.
- d) Percentage of Gateway graduates that have maintained employment for a period specified by the City.
- e) Percentage of Gateway graduates who obtain employment at a living wage specified by the City.

Quarterly Comments

- f) If any of the agreed measures do not meet quarterly goals or are not on track to meet the annual goals, the Contractor shall provide an explanation for the status of the metric and detail plans to make necessary adjustments to meet the annual goal.

Quarterly Reports

- g) Provide a list of all workforce and or community board or committee meetings attended within the reporting period to include minutes or summary report for any meetings hosted by the contractor.
- h) Provide a list of all Gateway courses held during the reporting quarter – including date, location and training discipline.
- i) Provide a list of all Gateway instructors and necessary credentials or certification.
- j) Provide demographics report for Gateway program participants.

Annual Reports and Commentary

- k) The Contractor shall provide an annual report summarizing annual program outputs and outcomes, successes and challenges. Included in the report, the Contractor shall provide summary and comment on activities to ensure continuous alignment of the Gateway Program's training disciplines with local industry workforce needs including, but not limited to, major discussions and recommendations of the Adult Workforce Industry Council. The report should outline all planned or proposed changes to programming and content. Submitted with the annual report, the Contractor shall supply a report of client demographics as defined by the City.

Release of Funds Statement

The City shall release funds within thirty (30) days of receipt of an accepted invoice and quarterly report.

If the Contractor's invoice, performance or reporting does not meet the required standards, it shall be paid for any approved portion, with the balance to be paid within thirty (30) days of receipt of compliant invoice, reporting and performance.

The Contractor may submit an initial payment request of up to \$30,000 (20% of full annual contract amount \$150,000) within thirty (30) days after the contract start date.

The Contractor shall submit all remaining invoices within (30) days of the end of the reporting quarter in an amount up to twenty-five percent (25%) of remaining annual contract amount not requested in the initial payment.



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)
Offer Sheet

SOLICITATION NO: EAD0118

DATE ISSUED: 4/28/14

COMMODITY CODE: 95243

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

Erin D'Vincent
Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityEDDRFA2014@austintexas.gov

SERVICE DESCRIPTION: Career and Occupational Training for
Economic Development

**NON-MANDATORY PRE-APPLICATION CONFERENCE DATE
AND TIME:** 5/6/14, 2 PM – 4 PM, local time

LOCATION: IBC Bank, 2817 E Cesar Chavez St, Austin, TX 78702

APPLICATION DUE PRIOR TO: 6/5/14, 11 AM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	11
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	13
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CLIENT ELGIBILITY REQUIREMENTS	4
0620	PROGRAM PERFORMANCE MEASURES AND GOALS	2
0625	PROGRAM STAFF POSITIONS AND TIME	1
0630	PROGRAM BUDGET AND NARRATIVE	4
0635	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available

to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

Company Name: Skillpoint Alliance

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Casey Smith

Title: Senior Director of Adult Workforce Council

Signature of Officer or Authorized Representative: 

E-Mail Address: csmith@skillpointalliance.org

Phone Number: 512-814-3259

Date: 06/04/2014

* Application response must be submitted with this Offer sheet to be considered for award

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

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

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

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

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. WARRANTY – PRICE:

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

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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

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

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

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

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

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to CityEDDRFA2014@austintexas.gov by 4 PM on May 23rd, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://www.austintexas.gov/article/economic-development-solicitation>

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

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. **General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

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- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:
 - \$500,000 combined single limit per occurrence

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- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- 2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy providing coverage for employee dishonesty shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

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

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **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.
5. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
 - C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such

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Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

Section 0500 – Scope of Work

Career and Occupational Training for Economic Development

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for short-term and long-term career and occupational training, based on the local needs for labor that are determined by industry growth and occupational demand, in an amount not to exceed \$1,280,650 per 12-month period.

Contracts entered into under this Request for Application (RFA) will be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan.

The initiatives of the Economic Development Department (EDD) include creating jobs in Austin that provide employment opportunities for unemployed, underemployed, and “hard to employ” residents of the City of Austin and Travis County. Through this solicitation, EDD seeks to assist individuals entering the local labor force and/or increase their income to become self-sufficient and enrich their quality of life. This solicitation also seeks to align immediate industry needs for skilled individuals and future employment opportunities for the individuals listed above through career and occupational training.

This Scope of Work is intended to describe the relationships between industry, career, and occupational training providers and the targeted populations. The contracted services shall target individuals who are residents of the City of Austin and/or Travis County with gross family income at or below 200% of federal poverty guidelines.

The City of Austin (City) seeks to provide training for skills associated with high-demand occupations that address immediate and future labor force demands, determined by industry needs, with input from industry professionals and supporting market data. To that end, the City seeks applications in response to this RFA from qualified providers (Applicants) with demonstrated experience in providing career and occupational training to persons with diverse needs and backgrounds. The \$1,280,650 available for the first year of funding through this RFA will be divided into two categories and distributed within a range of \$100,000 to \$200,000 for short-term career and occupational training and \$1,000,000 to \$1,200,000 for long-term career and occupational training.

2. BACKGROUND

EDD has supported career and occupational training by providing over \$1,200,000 per fiscal year for Social Service contracts through the Austin/Travis County Health and Human Services Department for workforce development programs. EDD has also stimulated labor force development through direct departmental economic development initiatives to enhance economic development incentive agreements and instill Science, Technology, Engineering and Math (STEM) skills and career opportunities.

Section 0500 – Scope of Work

Career and Occupational Training for Economic Development

2.1 A Labor Force Ready for Modern Industry

Austin's economic competitiveness has been supported by a capable labor force ready to engage in the on-going venture of creating a dynamic, innovative city. Through this solicitation, EDD seeks to continue the development of a local labor force to maintain Austin's competitiveness and to provide Austinites an opportunity to fully enjoy the benefits of a strong, growing economy. The Austin technology sector alone is projected to create 9,000 jobs in the next three years, and skilled, local workers are crucial to sustain the pace of the city's economic engine.

Like other cities in Texas and the United States, Austin is facing a widening skills gap between available jobs and the workforce. Educational attainment and training levels are insufficient to meet the trends for STEM fields as well as worker certifications. This situation is critical for Austin's long-term economic success. With an undereducated workforce, Austin may become less attractive to businesses and the City may see a decline in businesses selecting to expand or locate in Austin for talent acquisition. Associated tax revenues from businesses could decrease not just the City of Austin, but also Travis County, the healthcare district, the community college district, and school districts.

Austin's population is diverse and is forecasted to continue this trend. EDD sees Austin's diversity as a strength and intends to engage traditionally underrepresented populations in Austin's local labor force to fill jobs, specifically those jobs that require certifications and/or degrees and increasing their wages in the process. The growing Hispanic population is particularly important in this regard. Hispanics currently account for 35% of Austin's population, yet they only represent up to 22% of the STEM labor force (and when healthcare practitioners and technical occupations are excluded, representation declines to 9%). At the same time, the Austin African American population continues its steady decline from 15% of the total population just a few decades ago to 8.1% today. Providing STEM education and training to the African American community could help engage this population in area job opportunities to retain the diversity of the Austin area in the decades to come.

2.2 This RFA: The Labor Force Connection to the Overall Economy

The Austin economy depends on both a capable labor force and self-sufficient individuals not dependent on government or public assistance. This RFA recognizes the need to empower the current labor force with modern skills and engage hard-to-employ populations as a meaningful part of the economy.

As the social and economic environment changes, the City will strive to invest in career and occupational training services that focus on the needs of growing industries and the ability to promote Austin as an economically competitive location for business attraction and expansion, while also providing opportunities for self-sufficiency to targeted individuals and families.

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Career and Occupational Training for Economic Development

3. PRINCIPAL OBJECTIVE & GOALS

3.1 Economic Development Department Goals:

- a. **Economic Development Partnership:** The Applicant shall provide information that demonstrates the organization's ability to develop a relationship with EDD and its allies for business recruitment and expansion efforts. These relationships shall be centered on a plan that shall engage these allies for their expertise in reaching and communicating the needs of a diverse business base, as well as a diverse audience of potential target participants. Examples of Economic Development allies include, but are not limited to the following organizations:
 - i. Austin Gay and Lesbian Chamber of Commerce
 - ii. Austin/Travis County Reentry Roundtable
 - iii. Greater Austin Asian Chamber of Commerce
 - iv. Greater Austin Black Chamber of Commerce
 - v. Greater Austin Chamber of Commerce
 - vi. Greater Hispanic Chamber of Commerce
 - vii. Minorities for Equality in Employment Education Liberty and Justice
 - viii. Texas Department of Assistive and Rehabilitative Services
 - ix. Travis County Criminal Justice Planning
- b. **Market Knowledge for Labor Force Capacity and Trends:** The Applicant shall provide information that demonstrates the organization's ability to perform primary and secondary data collection and use this data to conduct a labor force analysis and report this information regularly, on an ongoing basis. Such research provides insight into the local labor market and trends regarding labor force assessment
- c. **Market and Labor Force Connection:** The Applicant shall provide data to demonstrate the need for the strategy/strategies being proposed. Data shall include at a minimum:
 - i. Industry growth and labor needs assessment
 - ii. Career and Occupational demand and alignment with trainings provided
 - iii. Client demographics
 - iv. Community need
 - v. Self-sufficiency: This RFA aligns with the Health and Human Services Social Service RFA, particularly with these self-sufficiency goals:
 - 1. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance.
 - 2. Enrichment: Encourage personal development and community enrichment through cultural and educational programs
- d. **Service Experience:** The Applicant shall provide:

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Career and Occupational Training for Economic Development

- i. a comprehensive overview of the organization and provide information that describes the organization's experience in providing industry-related career and occupational training on a short-term and/or long-term basis. ;
- ii. a detailed description of courses and services it has previously offered which relate to the goals of this RFA;
- iii. a comprehensive description of the application process used for participant enrollment; and
- iv. a comprehensive description of its proposed program breadth/scope, program budget, staffing plan, and cost per client served per desired outcome.

3.2 Industry-Based Goals for Career and Occupational Training:

- a. **Industry Input:** The Applicant shall provide information that demonstrates the organization's ability to develop relationships with industry groups that allow regular input regarding labor needs, concerns, and feedback related to overall performance of the training programs developed and deployed for their respective industry segment.
- b. **Employer Engagement:** The Applicant shall provide information that exhibits the organization's ability to develop one-on-one relationships with employers to better understand their needs for labor, training, and labor force recruitment and retention.
- c. **Industry-based Services:** The Applicant shall provide information that demonstrates the organization's ability to analyze and synthesize all of the collected information to provide career and occupational training in the following areas:
 - i. **High Demand Occupations:** Training for occupations in which collected data yields current or immediate labor needs, which provide opportunities for job placement and advancement.
 - ii. **Targeted Occupations:** Training for future labor needs and occupations that would be a result of the City's focus for proactive efforts in business recruitment and expansion:
 1. The expansion of local businesses and the recruitment of technology-based manufacturing and logistics industries.
 2. Targeted industry sectors as defined by EDD and the Opportunity Austin program.
 3. STEM related careers.
- d. **Speed of Business:** The Applicant shall provide information that exhibits the organization's ability to engage with industry and address needs by developing and offering curriculum in short-term and long-term time intervals.
 - i. **Short-term Career and Occupational Training to Address Immediate Needs:**

By way of working with EDD and utilizing the EDD's contracts with allies for business recruitment and expansion, companies look to enter or expand in the local market. Depending on circumstances, the company(ies) may need to realize their ability to develop a specialty-skilled labor force from the local labor market in a very short period of time. The company may be more inclined to locate their expansion if local training providers can demonstrate the ability to create a customized training curriculum for rapid labor force

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development needs, building a pool of trained individuals eligible for employment within a one to three month period.

Due to the short-term nature of the program, the Applicant shall provide an intensive instruction program. Participants shall exit the program with the skills and appropriate certifications to help ensure that they stand a good chance of being hired immediately following the program. Additionally, the Applicant shall demonstrate its ability to provide soft skills such as resume writing, winning strategies for interviewing, and effective communication.

Applicants are expected to create relationships with EDD and EDD's allies to demonstrate the ability to develop this type of customized training curriculum. The Applicant shall provide information that exhibits the organization's ability to engage with industry and address needs by developing and offering short-term curriculum that delivers immediate labor needs within one to three months.

The total funding that is available through this RFA for short-term career and occupational training will range between \$100,000 and \$200,000.

- ii. **Long-term Career and Occupational Training to Address Future Needs:** The overall purpose shall be to provide a long-term engagement program for individuals in order to improve the education and labor-market outcomes for the Austin area. The Applicant shall focus on high demand occupations that have a minimum starting wage of at least \$17.00 per hour.

Due to the long-term nature of the program, the Applicant shall provide an extensive enrollment process that helps to ensure individuals who are selected to participate in the program stand a good chance at completing the program. The Applicant shall demonstrate its ability to provide support services to individuals in order to ensure successful completion and to reduce the likelihood those individuals will resort to student loans to complete the program.

By way of working with EDD, Applicants are expected to provide labor force development services that coincide with the City's overarching plan to grow and sustain a competitive economy through industry diversification and business expansion. Applicants are expected to demonstrate how they will flex their relationship with industry leaders, other organizations, and/or focus groups to collect information regarding industry development related to new technologies, growth, and the resulting next wave of high-demand occupations.

The Applicant shall provide information that exhibits the organizations ability to engage with the industry and address needs by developing and

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offering long-term curriculum that delivers future labor needs within two to four years.

Further, Applicants are expected to overlay this information with industry sectors being proactively targeted by EDD and its allies efforts for business recruitment and expansion.

The total funding that is available through this RFA for Long-term career and occupational training will range between \$1,000,000 and \$1,200,000.

3.3 Return on Investment Goals:

Economic development investments in short-term and long-term career and occupational training programs are intended to benefit the overall Austin economy by focusing on targeted participants who do not possess the skills or education levels to fully contribute or fully derive benefit from the robust Austin economy. Typically, these participants who do not possess the skills or education cannot advance their employment and are marginalized by lower wages. Further, the lower wages put these participants in a predicament whereby the participants rely on government services, including welfare, food stamps, and school meal voucher assistance.

- a. **Targeted Participation:** The Applicant shall provide information that demonstrates the organization's ability to provide services that are tailored and provided individuals that are prepared to enter or re-enter the labor force as a competitive candidate for living wage employment. These individuals typically include at a minimum:
 - i. Unemployed individuals seeking employment
 - ii. Underemployed individuals seeking advancement
 - iii. Individuals with a high school diploma or GED
 - iv. Individuals with some post-secondary education but not a formal degree or certificate
 - v. Individuals with disabilities
 - vi. Veterans
 - vii. Single parents with minor children
 - viii. Individuals with criminal histories
 - ix. Residents of Permanent Supportive Housing (PSH) and other housing programs funded by the City of Austin Health and Human Services Department
 - x. Individuals who are employed through the City of Austin's Day Labor Center
 - xi. Individuals served by other HHSD social services contracts
- b. **Participant Eligibility:** The Applicant shall provide information that demonstrates the organization's ability to provide training and education that will cater to those with a family income at or below 200% of poverty.
- c. **Participant Outreach:** The Applicant shall provide information that demonstrates the organization's capacity for actively promoting programs and career/occupational

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opportunities to the targeted participants; strategically generating interest and enrollment.

- d. **Participant Assistance [applies to long-term career and occupation training program Applicants only]:** The Applicant shall provide information that demonstrates the organization's ability to provide support services that will encourage target participants' enrollment by removing or reducing entry barriers and allowing the participant to remain enrolled in the program until completing the curriculum.
- e. **Occupational Placement:** The Applicant shall provide information that demonstrates the organization's ability to place participants in high demand careers and occupations.
- f. **Occupational Wages [short-term career and occupation program]:** The Applicant shall provide information that demonstrates the organization's ability to place participants in careers and/or occupations that pay at least \$11 per hour.
- g. **Occupational Wages [long-term career and occupation program]:** The Applicant shall provide information that demonstrates the organization's ability to place participants in careers and/or occupations that pay at least \$17 per hour.
- h. **Employee Retention:** The Applicant shall provide information that demonstrates the organization's capacity to provide follow-up services to those individuals that have completed the training curriculum to ensure that the participants have a mentor to share or overcome any new employment concerns.

3.4 Leveraging and Health Service Environment Goals:

Bonus consideration will be given to Applicants who demonstrate the ability to secure additional in-kind and/or monetary support from employers, philanthropic individuals, organizations, and state and federal agencies. Bonus consideration will also be given to Applicants who create a healthy service environment for their clients, visitors, and staff.

- a. **Leveraging:** The Applicant shall provide an overview of the organization's capacity and experience for leveraging public dollars to generate additional investment from employers, philanthropic individuals and/or organizations, and state and/or federal agencies for career and occupational training programs.
- b. **Healthy Service Environment:** Applicants are encouraged to establish and enforce a tobacco-free worksite policy that promotes tobacco-free living. Applicants are encouraged to actively promote and support breastfeeding by employees and maintain a written worksite lactation support policy that is regularly communicated to employees. Applicants are encouraged to develop a comprehensive Employee Wellness Initiative that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. Applicants are also encouraged to provide a safe environment for working and conducting business that includes zero tolerance for behaviors and addressing behaviors that are threatening or violent in nature.

4. CONNECTION TO IMAGINE AUSTIN

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Successful Applicants shall indicate how proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan complete vision statement and one or more of its core vision components. Imagine Austin identifies a host of policies that it terms “building blocks” and then groups them under “priority programs” to narrow a path toward implementation. Applicants shall benefit from understanding that this RFA is part of the implementation of priority program #3: “Continue to grow Austin’s economy by investing in our labor force, education systems, entrepreneurs, and local businesses.”

The Imagine Austin Comprehensive Plan Vision Statement

Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.

Core Components of the Imagine Austin Comprehensive Plan Vision

Several core vision components specifically relate to investments in social services. These key vision components and supporting points may be viewed at <http://www.austintexas.gov/page/Imagine-Austin-Vision>. Particularly relevant are (note these are in a redacted form):

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare.

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- Our school campuses provide safe and stable environments enabling future success.
- Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- Equitable opportunities are accessible to all through quality education, training, and good jobs.

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential.

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- People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation.

Implementation of Priority Program #3

This RFA is part of transforming vision into reality through implementation. Applicants may want to consider referencing metrics to help demonstrate the capacity of a proposed strategy for implementation. Applicants may want to consider such metrics as:

- Employment rate and average wages by age, geography, and race/ethnicity
- Total number and percentage of Austin skilled labor force compared with the region
- Working wage.

5. REPORTING

All Applicants shall include the following high-level outcomes.

- Percent of individuals who maintain or increase income
- Percent of individuals that obtain employment
- Percent of individuals who gain employment in high demand occupations
- Percent of participants earning at least \$17.00 per hour [long-term program]
- Percent of participants earning at least \$11.00 per hour [short-term program]
- Percent of participants receiving health care benefits as part of their wage package.
- Percent of employer partners offering jobs to participants

Additional outcomes may also be proposed, if applicable.

All applications shall include all of the following outputs. Additional outputs may also be proposed.

- Number of unduplicated participants served per contract year
- Number of unduplicated participants served during the initial 36-month contract period
- Number of employee partners
- Average hourly wage of most recent graduates who became employed after training.

5.1 Return to the Economy

Applicants shall report on their interaction and program development for targeted industries, targeted occupations, and the targeted participants. Reporting shall include at a minimum the following metrics that meet economic development goals of industry driven career and occupational training:

- a. The direct connection between occupational demand, program development and targeted participants entering these occupations;
- b. The participants career pathway for sustainability;
- c. The benefit or growth related to the industry or the individual company(ies) as a result of the training efforts;

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- d. The return calculated for the investment and resources used during the process of assisting these individuals.

5.2 Independent Evaluation and Research

Applicants funded through this RFA shall be required to participate in a City funded independent evaluation and research related to performance measurements of the programming and participation outlined in this RFA. Applicants are encouraged to refer to studies regarding the outcomes and impacts for participants in community-based career and occupational programs. Applicants are also encouraged to describe existing or planned relationships with an independent evaluation or research organization(s) and how this relationship will be utilized to provide metrics for Return to the Economy.

5.3 Recognition of City Contribution

When Applicant speaks to the career and occupational training programs funded by through this contract, Applicant shall recognize the City of Austin at the highest sponsor-level category assigned to the value of this contract. With City approval, the Applicant shall use the City of Austin logo and confer upon the department all benefits given to other sponsors in this sponsor level. This recognition includes events, presentations, marketing materials, newsletters, multimedia, print materials, or any other form of communication.

6. ELIGIBILITY GUIDELINES

The eligibility guidelines for this RFA are outlined in Section 0615 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0615.

Applicants may propose alternate eligibility criteria from the guidelines in Section 0615 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria and make a case for the need for alternate criteria. Alternate eligibility criteria may or may not be accepted if the Applicant is awarded funds under this RFA.

Applicants shall describe how Section 0615 – Client Eligibility Requirements or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

7. FUNDING INFORMATION

- a. \$1,280,650 is available per 12-month period for a total three-year amount of \$3,841,950.
- b. The \$1,280,650 available through this RFA will be divided into two categories and distributed within a range of \$100,000 to \$200,000 for short-term career and

Section 0500 – Scope of Work

Career and Occupational Training for Economic Development

- occupational training, and distributed within a range of \$1,000,000 to \$1,200,000 for long-term career and occupational training.
- c. Applicants shall apply for a minimum of \$50,000 per 12-month period.
 - d. An Applicant may submit multiple applications, but is not permitted to submit one application that requests funds for both Short-Term Training and Long-Term Training categories in the same application.
 - e. The initial funding period will be October 1, 2015, through September 30, 2018 with three (3) one-year renewal options, for a total contract period not to exceed six (6) years.
 - f. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, Applicant's ability to expend funds in a timely manner, or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

8. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office) is eligible to apply for funding.
 - i. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - ii. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
 - b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
 - c. Applicant's two most recent audit years:
 - i. Shall reflect an unmodified opinion
 - ii. Shall not reflect a "Going Concern Uncertainty"
 - iii. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
 - d. Applicant's Board of Directors shall:
 - i. Have specific terms with beginning and ending dates
 - ii. Meet in person a minimum of three times per fiscal year
 - iii. Have a process to review program performance, approve budgets, and review financial performance.
 - e. Within the last five years, the Applicant shall have a minimum of two years of successful experience working with target populations and providing proposed services to clients.
- 8.1 All Applicants shall submit the following documents in a separate sealed envelope in the same package as their application:
- a. Completed Threshold Review Checklist (Section 0610)
 - b. Current Board of Directors by-laws

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Career and Occupational Training for Economic Development

- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a process to:
 - i. review program performance
 - ii. approve budgets
 - iii. review financial performance
- d. Copy of the most recently filed 990 or 990-EZ form
- e. A complete set of audited financial statements to include the auditor's opinion and any management letters, covering the two most recent audit years

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Skillpoint Alliance					
Physical Address	201 East 2nd Street, Suite B					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Skillpoint Alliance

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

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

Answer: (1) Texas Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____



Skillpoint Alliance: Connecting the Labor Force to the Austin Economy

Table of Contents- Envelope #1

- 1) Section 0610 – Application Threshold Checklist

Attachments:

- 2) Board of Directors – 2014 Members and Terms
- 3) Skillpoint Alliance Board Bylaws
- 4) Board of Directors – Minutes Reflecting Financial and Program Performance
- 5) Audited Financial Statements – 2010/2011 & 2011/2012
- 6) 2012 Form 990

Section 0610
Application Threshold Checklist

AGENCY NAME: Skillpoint Alliance

I. BOARD OF DIRECTORS

- ☒ Yes ☐ No 1. The Board meets regularly (at least three times per year)
☒ Yes ☐ No 2. Board members have specific terms with beginning and ending dates

II. FINANCIAL STABILITY

- ☒ Yes ☐ No 1. Agency has submitted all due 990 tax returns to the IRS
☒ Yes ☐ No 2. Agency has received an unqualified and/or unmodified audit opinion for the two most recent consecutive audit years
☒ Yes ☐ No 3. Audit does not reflect "going concern uncertainty" for the two most recent consecutive audit years
☒ Yes ☐ No 4. No material financial management issues were cited in the most recent audit. If issues were noted, agency has implemented necessary changes.

III. AGENCY ADMINISTRATION

- ☒ Yes ☐ No 1. Agency is eligible to contract and not debarred from contracting, according to SAM.gov (www.sam.gov) and City Debarment information ([City of Austin Suspended & Debarred Vendors](#))

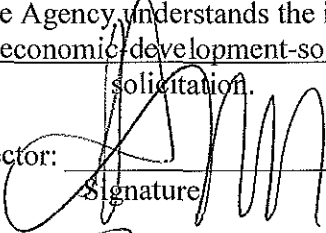
IV. AGENCY CERTIFICATION

- ☒ Yes ☐ No 1. Agency is current in its payment of Federal and State payroll taxes
☒ Yes ☐ No 2. Agency does not owe past due taxes to the City
☒ Yes ☐ No 3. Within the last 5 years, Agency has a minimum of 2 years experience working with target populations and providing proposed services to clients
☒ Yes ☐ No 4. Board minutes reflect that the Board regularly reviews program performance
☒ Yes ☐ No 5. The Board annually approves the budget and reviews financial performance

***Please attach a written explanation for any item above marked as "No"**

By signing below, the Agency understands the information published at <http://www.austintexas.gov/article/economic-development-solicitation> is fully incorporated into this solicitation.

Certified by: Agency Executive Director:


Signature

6/5/2014
Date

Agency Board Chair:

2/3
Signature

6-5-2014
Date

Verified by: City Staff:

Signature

Date

Approved: ☐ Yes ☐ No



Board of Directors Contact Information

Gail Acuna, RN

Director, Workforce Development
St. David's HealthCare
7800 Shoal Creek, Ste. 246-S
Austin, Texas 78757
Office: (512) 544 -0116
Cell: (512) 740 -3997
Home: (512) 330-0655
Email: gail.acuna@stdavids.com
Start Date: 5/2009
Expires: 5/2015 -Term (2nd)

Megan De Luna

Project Manager/Developer
Pinnacle Housing Group
421 West 3rd Street
Austin, TX 787014
Phone: (830) 330-0762
Email: mdeluna@o-sda.com
Start Date: 5/2014
Expires: 5/2017 - Term (1st)

Steven Garrett

Attorney
Boulette & Golden LLP
2801 Via Fortuna, Suite 530
Austin, TX 78746
Office: 512-732-9933
Cell: 512-775-3855
Email: stevenhgarrett@gmail.com
Email: steven@boulettegolden.com
Start Date: 5/2014
Expires: 5/2017 - Term (1st)

Mel Greene

Director of Diversity
Seton Family of Hospitals
1345 Philomena St., Suite 410.3
Austin, Texas 78723
Office: (512) 324-5985
Fax: (512) 406-6510
Cell: (512) 699-1500
Email: mvgreene@seton.org
Start Date: 11/2010
Expires: 11/2016 - Term (2nd)

Dawn Jones

External Affairs Manager
Intel Corporation - Texas
1300 S. Mopac Expressway AN4-4B
Austin, TX 78746
Office: (512) 632-4981
Cell: (602) 418-0617
Email: dawn.l.jones@intel.com
Start Date: 5/2014
Expires: 5/2017 - Term (1st)

Lawrence Lyman, Chairman

Planning Manager
Travis County HHS/Veterans Services
502 E. Highland Mall Blvd
Austin, Texas 78752
Office: (512) 854-4278
Fax: (512) 854-4127
Email: lawrence.lyman@co.travis.tx.us
Start Date: 5/2006
Expires: 5/2015 - Term (3rd)

Robert D. Mettlen, PhD

Lamar Centennial Professor Emeritus in Finance
University of Texas at Austin
3707 Hidden Hollow
Austin, Texas 78731
(512) 345-0196
Email: robert.mettlen@mcombs.utexas.edu
Start Date: 11/2010
Expires: 11/2016 - Term (2nd)

Laurie M. Rich

Deputy Director, Special Advisor, Higher Education
Texas Emerging Technology Fund - Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428
Office: (512) 936.8434
Cell: (512) 906-9444
Email: laurie.rich@gov.tx.us
Start Date: 5/2012
Expires: 5/2015 - Term (1st)

Bob Rutishauser, Secretary/Treasurer

Workforce Solutions Capital Area Board
4200 Jackson Ave., Apt 5015
Austin, Texas 78731
Cell: (512) 431-0355
Home: (512) 467-8775
Email: rgrutishauser@gmail.com
Start Date: 11/2007
Expires: 11/2016 - Term (3rd)



Board of Directors Contact Information

Drew Scheberle

Senior VP-Fed/State Advocacy & Education & Talent
Development
Greater Austin Chamber of Commerce
535 E. 5th St.
Austin, TX 78701
Office: (512) 322-5628
Fax: (512) 478-9615
Email: dscheberle@austinchamber.com
Start Date: 5/2011
Expires: 5/2017 - Term (2nd)

Brent Schneeman, Chair-Elect

Director, Engineer
HomeAway, Inc.
1011 W. 5th St., Ste. 300
Austin, TX 78703
Office: (cell) (512) 298-8880
Home: (cell) (512) 924-7531
Email: schneeman@gmail.com
Start Date: 5/2012
Expires: 5/2015 - Term (1st)

Mark Strama

Job Title:
Address:
Office:
Fax:
Email: mark@markstrama.com
Start Date: 5/2012
Expires: 5/2015 - Term (1st)

RESTATED BYLAWS OF THE SKILLPOINT ALLIANCE

These bylaws (referred to as the "Bylaws") govern the affairs of the Skillpoint Alliance, a nonprofit corporation (referred to as the "Alliance") organized under the Texas Non-Profit Corporation Act (referred to as the "Act").

ARTICLE I OFFICES

1.1 Registered Office and Agent. The registered office and agent of the Alliance shall be as designated from time to time by the appropriate filing by the Alliance in the office of the Secretary of the State of Texas.

1.2 Other Offices. The Alliance may also have offices at such other places, both within and without the State of Texas, as the Board of Directors (the "Board") may from time to time determine.

ARTICLE II BOARD OF DIRECTORS

2.1 General Powers. The affairs of the Alliance shall be managed by the Board. The Board may exercise all powers granted to the Alliance and do all lawful acts required by the affairs of the Alliance, so long as the exercise of such powers and the doing of such acts are consistent with these Bylaws, the Articles of Incorporation of the Alliance, and the Texas Non-Profit Corporation Act. The Board may exercise its governing authority on day-to-day Alliance matters based upon a simple majority of those present at a Board Meeting.

2.1.1. Restrictions on Board Powers. The actions of the Board of Directors enumerated in this subsection will require both an affirmative recommendation by the Executive Committee and a supermajority (defined as two-thirds) of the Board:

- a) Approval of Annual Budget and Work Plan;
- b) Termination or Hiring of the Executive Director;
- c) Change to the mission statement;
- d) Amend Articles of Incorporation;
- e) Adopt a merger or consolidation;
- f) Approve sale, lease, exchange or mortgage property/assets;
- g) Incur debt;
- h) Amend, alter, repeal any Bylaws; and
- i) Elect or repeal any resolution of the full board for any powers not granted to the Executive Committee.

2.2 Number, Election and Process. The number of Directors shall be determined by the Board that is not less than twelve and not greater than seventeen. Directors need not be residents of Texas. The Board Development committee shall recommend Director candidates for election

to the Board annually, and to fill vacancies as needed. A person who meets the qualification requirements to be a Director, as stated in the Board member roles and responsibilities document, who has been duly nominated may be elected as a Director.

Election of Directors shall be by the vote of a majority of Directors at meeting of the Board for which a quorum is present.

2.2.1 Tenure and Terms of Office. Each Director will be asked to serve a three-year term commencing on June 1st and ending on May 31st of the third following calendar year. Any Director may serve three consecutive three-year terms at the request of the Executive Committee. Before serving a fourth term, the Director must have a one year break in service.

2.2.2 Qualifications for Directors. The total Board membership shall be comprised of a minimum of sixty percent (60%) of Directors representing industry employers including one Director representing Austin Community College; one director representing other Central Texas institutions of higher education; one Director representing a Workforce Investment Board; one Director representing the Austin Independent School District, and one Director representing School Districts outside of the Austin Independent School District.

2.3 Vacancies. A vacancy shall be declared in any seat on the Board upon the death or resignation of the occupant thereof, upon the disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Alliance, or upon removal of a Director. In the event of a vacancy in any seat on the Board, the remaining Directors by affirmative vote of a majority, although less than a quorum, shall, as soon as reasonably possible, fill such vacancy by selecting a new person to be Director for the remainder of the former Director's unexpired term. Any Director position to be filled due to an increase in the number of Directors, shall be filled by the Board.

2.4 Annual Meeting. The annual meeting of the Board shall be held at such time and place as shall from time to time be determined by the Board. At such meeting, officers shall be elected, annual reports considered and acted upon, and such other business as shall properly come before the meeting shall be transacted.

2.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall from time to time be determined by the Board. Notice of each regular meeting shall be given to each Director.

2.6 Special Meetings. Special meetings of the Board shall be held whenever called by the Secretary of the Alliance upon the direction of the Chair of the Board of the Alliance or in his or her absence by the Vice Chair or upon written request of any five Directors; and it shall be the duty of the Secretary to give notice of such meetings as required in these Bylaws.

2.7 Quorum for Meetings. Fifty percent or seven (7) members, whichever is less, of the Director membership shall constitute a quorum for the transaction of business at all meetings of the Board convened according to these Bylaws. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise

provided by law, the Articles of Incorporation or these Bylaws. If a quorum is not present at any time during a meeting, the action items approved by those present must be presented to the full Board, either at a called meeting or by written ballot for approval within thirty (30) days of the meeting.

2.8 Telephone Attendance. The Board and any committee of the Alliance may hold a meeting in whole or in part by telephone conference call or other equivalent electronic procedures in which all persons in the meeting can hear each other. The notice of a meeting by telephone conference or equivalent must state the fact that the meeting will be held by telephone or equivalent electronic procedures as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting.

2.9 Notice. It shall be the duty of the Secretary to give notice of all regular and special meetings to the Directors. Notice of any annual, regular or special meeting of the Board shall be delivered, as provided herein, to each Director not less than five (5) nor more than thirty (30) days before the date of the meeting. Whenever under any provision of an applicable statute, the Articles of Incorporation or these Bylaws, notice is required to be given to a Director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by email or regular mail, postage prepaid, addressed to such Director at such address as appears on the books of the Alliance. Any notice required or permitted to be given by electronic mail, shall be deemed to be given at the time that a return receipt is received by the Secretary or regular mail shall be deemed to be given at the time when the same shall be deposited in the United States mails as aforesaid. Notice to Directors may also be given by telephone, e-mail, or facsimile transmission and shall be deemed given at the time the telephone message, e-mail, or facsimile shall reach and be communicated to a Director.

2.10 Waiver of Notice. Notice of a meeting may be waived if, before or after the meeting, each of the Directors not present signs a written waiver of notice or consent to the holding of such meeting, or in writing approves the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

2.11 Attendance as Waiver. Attendance of a Director at a meeting shall constitute a waiver to any objection to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.12 Business to be Transacted. The business to be transacted at any annual, regular or special meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law.

2.13 Actions of Board. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the decision of the Board. For the purpose of determining the decision of the Board, a Director who is represented by proxy in a vote is considered present.

2.14 Action Without a Meeting. Any action required to be taken at a meeting of the Directors of Skillpoint Alliance, or any action which may be taken at a meeting of the Directors of the Skillpoint Alliance or of any committee, may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all persons entitled to vote on the matter. The original signed consents shall be placed in the Alliance minutes book and kept with the Alliance's records.

2.15 Compensation. Directors, in their capacity as Directors, shall not receive any stated salaries for their services, but may receive, by resolution of the Board, a fixed sum and expenses of attendance for attending meetings of the Board. No Director shall be precluded from serving the Alliance in any other capacity or receiving compensation therefor.

2.16 Duties of Directors. Directors shall discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the best interest of the Alliance. Ordinary care is care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In the discharge of any duty imposed or power conferred on Directors, they may in good faith rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Alliance or another person that were prepared or presented by a variety of persons, including officers and employees of the Alliance, professional advisors, experts such as accountants or legal counsel. A Director is not relying in good faith if the Director has knowledge concerning a matter in question that renders reliance unwarranted.

Directors are not deemed to have the duties of trustees of a trust with respect to the Alliance or with respect to any property held or administered by the Alliance, including property that may be subject to restrictions imposed by the donor or transferor of the property.

2.17 Proxies. A Director may vote by proxy executed in writing by the Director. No proxy shall be valid after three (3) months from the date of its execution.

2.18 Removal of Directors. The Board may vote to remove a Director at any time only for good cause. For the purpose of these Bylaws, "good cause" for removal shall be deemed to exist if a Director willfully and materially breaches or habitually neglects his or her duties as a Director of the Alliance, is grossly negligent in carrying out his or her duties as a Director, engages in fraud on the Alliance, engages in any other act materially detrimental to the best interests of the Alliance, is convicted of a felony or fails to attend three (3) consecutive meetings of the Board. A meeting to consider the removal of a Director may be called and noticed following the procedures provided in the Bylaws. The notice of the meeting shall state that the issue of possible removal of the Director will be on the agenda and the notice shall state the possible cause for removal. The Director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the Director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Alliance shall consider possible arrangements for resolving the problems that are in the mutual interest of the Alliance and the Director. A Director may be removed by the affirmative vote of a majority of the Directors (other than the Director in question) then serving at a special meeting of the Board.

ARTICLE III CHAIR AND GENERAL OFFICERS

3.1 Election, Term and Removal. The officers of the Alliance shall include a Chair, Vice-Chair, and such other officers as may be determined and selected by the Board. The past Chair shall also serve as an ex-officio member of the Board and shall be entitled to vote as a Director. Any person otherwise qualified may hold two offices in the Alliance except the office of Chair and Secretary. The officers of the Alliance shall be elected annually by the Board. An officer may be elected to succeed himself or herself in the same office up to two times.

The officers shall hold office until their successors are elected at a meeting of the Board called for such purpose and such successors qualify, provided that any office will become vacant upon the death, resignation, removal, or disqualification for any reason of the officeholder. Any officer elected or appointed by the Board may be removed by the Board at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not of itself create contract rights.

3.2 Attendance at Board Meetings. The Chair, and in his or her absence the Vice Chair, shall call meetings of the Board to order, and shall act as Chair of such meetings, and the Secretary of the Alliance shall act as Secretary of all such meetings, but in the absence of the Secretary, the Chair may appoint any person present to act as secretary of the meeting.

3.3 Duties. The principal duties of the several officers are as follows:

3.3.1 Chair. The Chair shall serve as the chairman of the Board of the Alliance at all meetings of the Board. The Chair shall see that all orders and resolutions of the Board are carried into effect. The Chair may execute any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed. However, the Chair may not execute instruments on behalf of the Alliance if this power is expressly delegated to another officer or agent of the Alliance by the Board, the Bylaws or statute.

3.3.2 Vice-Chair. The Vice-Chair shall discharge the duties of the Chair in the event of his or her absence or disability for any cause whatever, and shall perform such additional duties as may be prescribed from time to time by the Board.

3.3.3 Secretary/Treasurer. The Secretary/Treasurer or staff designee shall give notice of and attend all meetings of the Board, and shall take and keep true minutes of all meetings of the Board. The Secretary/Treasurer shall be responsible for maintaining the addresses of all directors. The Secretary/Treasurer shall have charge of the records and shall keep account of all money, credits and property of the Alliance. The Secretary/Treasurer, or his or her designee, shall keep an accurate account of all money received and discharged. The Secretary/Treasurer shall be responsible for seeing that proper books of account and other books showing at all times the amount of the funds and other property belonging to the Alliance, all of which books are maintained and open at all times to the inspection of the Board. The

Secretary/Treasurer or Alliance staff designee, shall also submit a report of the accounts and financial conditions of the Alliance at each annual meeting of the Board or when the Chair or Board so requires. The Secretary/Treasurer or Alliance staff designee, shall, under the direction of the Board, disburse all money and, subject to Section 7.2 hereof, sign all checks and other instruments drawn on or payable out of the funds of the Alliance. The Secretary/Treasurer or Alliance staff designee, shall also make such transfers and alterations in the securities of the Alliance as may be ordered by the Board. In general, the Secretary/Treasurer or Alliance staff designee shall perform all the duties which are incident to the office of Secretary/Treasurer, subject to the Board, and shall perform such additional duties as may be prescribed from time to time by the Board. The Secretary/Treasurer or Alliance staff designee shall give bond only if required by the Board. In case of absence or disability of the Secretary/Treasurer or Alliance staff designee, the Board may appoint an assistant Secretary/Treasurer to perform the duties of the Secretary/Treasurer during such absence or disability.

3.3.4 Administrative Support. The many administrative functions of Treasurer and Secretary may be performed by an Alliance Staff designee. The responsibility however will remain with the person elected to serve,

3.4 Compensation. The compensation, if any, of officers shall be fixed from time to time by the Board.

3.5 Executive Director and Agents. The Board shall appoint an Executive Director with general charge and supervision of the administration and management of the affairs and business of the Alliance with both an affirmative recommendation by the Executive Committee and a Supermajority (defined as two-thirds) of the Board. The Board may appoint other such officers and agents in addition to those provided for in Article IV as may be deemed necessary, who shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents. For its authority to terminate its Executive Director, the Board must have affirmative recommendation by the Executive Committee and a Supermajority (defined as two-thirds) of the Board.

3.6 Skillpoint Alliance. The Board shall, to the extent it deems necessary, cause the Alliance to form and staff an administration on a permanent basis to interface with the Independent School Districts, colleges and universities, individual employers and industry clusters, public sectors, the public workforce system and other pertinent entities. This administration shall solicit advice, assistance and participation from such entities to ensure the attainment of the specific purposes stated in the Articles of Incorporation. The administration will report to the Board and offer such accountability as deemed necessary to the Board.

ARTICLE IV COMMITTEES

4.1 Executive Committee. Annually, the Board shall designate six (6) – nine (9)

Directors , including the Board Chair, Vice Chair and Secretary/Treasurer to serve on the Executive Committee. . All Executive Committee Members shall be voting members. The Executive Committee will have the following responsibilities:

- 1 review the annual Skillpoint Alliance budget prior to approval by the full Board;
- 2 review the annual Skillpoint Alliance work plan, metrics and deliverables prior to approval by the full Board;
- 3 conduct the annual performance review of the Skillpoint Alliance Executive Director;
- 4 review any substantive proposed changes to the Alliance such as bylaws, mission; IRS status;
- 5 review recommendations regarding Alliance indebtedness and operational reserve requirements;
- 6 appoint members to Committees, including the Board Development Committee which shall serve as the nominating body to recruit and present an annual slate of new Directors to the full Board for approval.

The Executive Committee, to the extent provided in the resolution, shall have and may exercise all the authority of the Board in the management of the Alliance, except that the Executive Committee shall have no authority to do any of the following: amend the Articles of Incorporation, adopt a plan of merger or consolidation; approve the sale, lease, exchange, mortgage, or other disposition of all or substantially all of the property and assets of the Alliance, or a voluntary dissolution thereof, amend, alter, or repeal any provision of these Bylaws; elect or repeal any resolution of the Board which, by its terms, provides that it shall not be amended, altered, or repealed by the Executive Committee. The Board shall have power at any time to fill vacancies in, to change the size or membership of, and to discharge any such Executive Committee. The Executive Committee shall keep a written record of its proceedings and shall submit such record to the entire Board at each regular meeting, and at such other times as may be requested by the Board.

4.2 Other Committees of Directors. The Board by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Alliance. Such a committee shall include at least two or more Directors. If the Board delegates any of its authority to a committee, the majority of the committee shall consist of Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed on it or him/her by law. In addition to the Executive Committee, Standing Committees of the Board shall be: Finance/Audit; Strategic Planning; and Marketing.

4.3 Industry Cluster Councils or Committees. An industry-specific council or committee may be created for the purpose of developing and implementing Skillpoint Alliance's goals and objectives. The chairs or participants of any such committee need not be Directors of the Alliance. All activities and goals of any industry-specific council or committee must be in alignment with Skillpoint Alliance's mission, vision, values and strategic goals. Each industry-specific council or committee shall provide an annual summary of its goals, work plan, metrics

and deliverables to the Board of Directors.

4.4 Chair. Unless otherwise provided in the resolution of the Board designation of a committee of Directors or advisory board or committee, one or more members of each Directors' committee or advisory board or committee shall be appointed chair, or co-chair, by the person or persons authorized to appoint the members thereof.

4.5 Term of Office and Vacancies. Vacancies in the membership of any committee of Directors or advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Each member of a committee shall continue to serve on the committee until the next annual meeting of the Board and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns or is removed as a member. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

4.6 Quorum: Manner of Acting. Unless otherwise provided in the resolution of the Board designating a committee of Directors or advisory board or committee, a majority of the committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

4.7 Rules. Each committee of Directors or advisory board or committee may adopt rules for its own government not inconsistent with these Bylaws, the Articles of Incorporation or with rules adopted by the Board.

4.8 Notice of Meetings. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than five (5) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day and time of the meeting and the purpose or purposes for which the meeting is called.

4.9 Proxies. A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after three (3) months from the date of its execution.

4.10 Compensation. Committee members shall not receive salaries for their services. The Board may adopt a resolution providing for payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Alliance in any other capacity and receive compensation for those services. Any compensation that the Alliance pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

ARTICLE V TRANSACTIONS OF THE ALLIANCE

5.1 Contracts. The Board may authorize any officer or officers, or agent or agents, of the Alliance, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance, and such authority may be general or confined to specific instances.

5.2 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Alliance shall be signed by such officer or officers, or agent or agents of the Alliance and in such a manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chair of the Alliance, except where the amount of the instrument is less than \$1000.00 in which case the signature of either the Chair or the Treasurer shall be sufficient.

5.3 Deposits. All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies, or other depositories as the Board may select.

5.4 Investments. The Alliance shall have the right to retain all or any part of any property, real, personal, tangible or intangible, acquired by it in whatever manner, and pursuant to the direction and judgment of the Board, to invest and reinvest any funds held by it without being restricted to the class of investments available to Directors by law or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Alliance if such action would result in denial or revocation of the Alliance's exemption from federal income taxation under the Internal Revenue Code and its regulations.

5.5 Gifts. The Board may accept on behalf of the Alliance any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Alliance. The Board may make gifts and give charitable contributions that are not prohibited by the Bylaws, the Articles of Incorporation, state law and any requirements for maintaining the Alliance's federal and state tax status.

5.6 Prohibited Acts. As long as the Alliance is in existence, and except with the prior approval of the Board, no Director, officer or committee member of the Alliance shall:

- (a) Do any act in violation of the Bylaws or a binding obligation of the Alliance.
- (b) Do any act with the intention of harming the Alliance or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Alliance.
- (d) Receive an improper personal benefit from the operation of the Alliance.
- (e) Use the assets of this Alliance, directly or indirectly, for any purpose other than carrying on the business of the Alliance.
- (f) Wrongfully transfer or dispose of the Alliance's property, including intangible property such as good will.
- (g) Use the name of the Skillpoint Alliance (or any substantially similar

name) or any trademark or trade name adopted by the Alliance, except on behalf of the Alliance in ordinary course of the Alliance's business.

- (h) Disclose any of the Alliance business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE VI BOOKS AND RECORDS

6.01 Required Books and Records. The Alliance shall keep correct and complete books and records of account. The Alliance's books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation and any Articles of Amendment, Restated Articles, Articles of Merger, Articles of Consolidation and Statement of Change of Registered Office or Registered Agent.
- (b) Minutes of the proceedings of the Board and committees having any of the authority of the Board.
- (c) A list of the names and addresses of the Directors, officers and any committee members of the Alliance.
- (d) A financial statement showing the assets, liabilities and net worth of the Alliance at the end of the most recent fiscal years.
- (e) A financial statement showing the income and expenses of the Alliance for the most recent fiscal years.
- (f) All rulings, letters and other documents relating to the Alliance's federal, state and local tax status.
- (g) The Alliance's federal, state and local information or income tax returns for each of the Alliance's most recent tax years.

6.02 Inspection and Copying. Any Director, officer or committee member of the Alliance may inspect and receive copies of all books and records of the Alliance required to be kept by the Bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Alliance and if the person submits a request in writing. Any person entitled to inspect and copy the Alliance's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Alliance's books and records may do so at a reasonable time no later than thirty (30) working days after the Alliance's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Alliance's books and records. The fees may cover the

cost of materials and labor, but may not exceed 25 cents per page. The Alliance shall provide requested copies of books or records no later than thirty (30) working days after the Alliance's receipt of a proper written request.

ARTICLE VII AMENDMENT OR REPEAL

These Bylaws may be amended, altered or repealed by a vote of two-thirds (2/3) of the Directors of the Corporation.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

Directors and officers of the Alliance shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Alliance or to another Alliance or enterprise at the Alliance's request. Persons who are not Directors or officers of the Alliance may be similarly be indemnified in respect of such service to the extent authorized at any time by the Board. The Alliance may at any time, to the extent authorized by the Board, take such steps as may be deemed appropriate by the Alliance, require the Alliance to purchase and maintain insurance for the Directors and officers, entering into such contracts (including, without limitation, contracts of indemnification between the Alliance and its Directors and officers), creating a trust fund, granting security interests or using other means to ensure the payment of such amount as may be necessary to effect such indemnification. Neither the amendment nor repeal of this Article VIII shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which a Director or officer or former Director or officer may be entitled under any bylaw, agreement, insurance policy or otherwise.

ARTICLE IX MISCELLANEOUS

9.1 Fiscal Year. The fiscal year of the Alliance shall be fixed by the Board.

9.2 Invalid Provisions. If any part of these Bylaws is held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

9.3 Headings. The headings used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

9.4 Gender. Whenever the context requires, all words in these Bylaws in the male gender shall be deemed to include the female gender, all singular words shall include the plural, and all plural words shall include the singular.

9.5 Legal Authorities. The Bylaws shall be construed in accordance with the laws of the

State of Texas. All references in the Bylaws to statutes, regulations or other sources of legal authority shall refer to the authorities cited or their successors, as they may be amended from time to time.


9.6 Seal. The Alliance will not have a corporate seal.

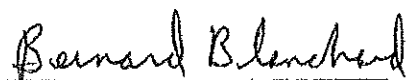
9.7 Power of Attorney. A person may execute any instrument related to the Alliance by means of a power of attorney if an original executed copy of the power of attorney is provided to the Secretary of the Alliance to be kept with the Alliance records.


9.8. Parties Bound. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers, committee members, employees and agents of the Alliance and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

9.9 Restatement. These Bylaws are intended to replace the Bylaws adopted by the Alliance on April 3, 2007.

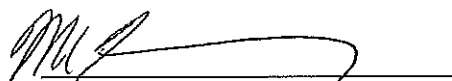
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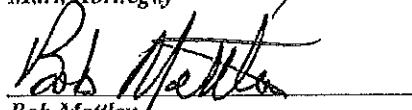

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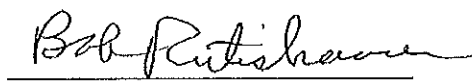

Bernard Blanchard

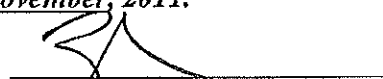

Paul Cruz



Mel Greene

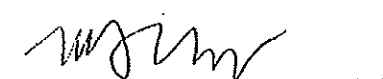

Mark Kornegay


Bob Mettlen

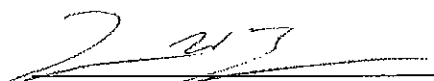

Bob Rutishauser

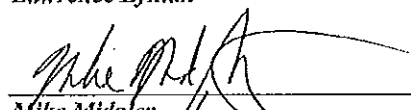

Zach Anderson


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Skillpoint Alliance: Connecting the Labor Force to the Austin Economy

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Executive Summary - Skillpoint Alliance: Connecting the Labor Force to the Austin Economy

Skillpoint Alliance (Skillpoint) programs play a major role in driving the Central Texas economy by offering opportunities for the underserved population to fill much-needed jobs, preparing the workforce for today's technology-focused world and using project-based learning to ensure the high-tech workforce exists for the growing technology sector. Its high-impact programs represent an investment in Central Texas' greatest resource: its human capital.

Skillpoint Alliance provides Adult Workforce programs that directly address the City of Austin's goals to create a capable workforce and self-sufficient individuals by providing programs that empower the current workforce with modern skills and engage hard to employ populations as a meaningful part of the economy. Skillpoint has been working to encourage life-long learning, improve career opportunities, and build self-sufficiency, all while strengthening Central Texas as a region that attracts and retains good jobs, for the past 20 years.

This proposal requests \$200,000 in funding for *Gateway*, a program that provides short term career and occupational training. *Gateway* provides Rapid Employment Model Training that leads to industry-recognized credentials in high-demand jobs and targets unemployed and underemployed individuals who are at or below 200% of the Federal Poverty Income Guidelines (FPIG), former offenders, veterans, homeless, and/or currently incarcerated youth. The six programs, offered at multiple sites in five counties, are designed to get participants into entry-level positions. All programs include industry-recognized certifications, job-specific skills building, employment readiness skills development, and applied learning. *Gateway* is a proven, life-changing, transformational program that not only results in employment – *Gateway* gives people hope and confidence for a better future by setting them on a path toward stability, financial independence, and further education and training.

Gateway programming is created based on the needs of the current and future/projected market, and is directly aligned with the goals of the Economic Development Department.

Skillpoint has been directly connected with EDD for many years, and has sought advice and insights from EDD experts and partners as the Gateway program is expanded and/or new areas of focus are created. In addition, Skillpoint has a strong partnership with many of the Economic Development Department allies, and is eager to create relationships with those whom they are not currently working with at this time.

Skillpoint places emphasis on data collection, and proposed funding for an external evaluation partnership that will strengthen the ability to track program progress and impact, as well as continually monitor industry need to ensure a fast and appropriate response. Skillpoint has a solid record of success in service experience in the area of workforce development, and continues to monitor the needs of the business community to remain agile and adaptive to its needs.

Skillpoint Alliance requests \$200,000 to assist with the fulfillment of the proposed goals of EDD. All proposed programs focus on serving individuals at or below 200% of the Federal Poverty Income Guidelines. Skillpoint Alliance will comply with all applicable rules and regulations of Federal, State and Local governing entities as well as all terms of the RFA.

Skillpoint Alliance: Connecting the Labor Force to the Austin Economy

Skillpoint Alliance programs play a major role in driving the Central Texas economy by offering opportunities for the underserved population to fill much-needed jobs, preparing the workforce for today's technology-focused world and using project-based learning to ensure the high-tech workforce exists for the growing technology sector. Its high-impact programs represent an investment in Central Texas' greatest resource: its human capital.

Part One- Program Overview and Strategy:

Skillpoint Alliance (Skillpoint) will partner with Austin's Economic Development Department (EDD) and its allies for business recruitment and expansion efforts, and to align training programs through *Gateway* to meet the needs of Austin businesses. To accomplish that goal, Skillpoint will develop a plan that will engage EDD's allies for their expertise in reaching and communicating the needs of a diverse business base, as well as a diverse audience of potential target participants by creating opportunities for engagement by hosting multiple task force meeting that will inform and align the targeted outputs and outcomes of the proposed programs.

Skillpoint has had a strong relationship with EDD since its inception in 1994. To date, the funding focus has been on *Empower* programs (computer proficiency), and Skillpoint has consistently reported high outcomes of success. This proposal expands that investment to include *Gateway*, which is tied to the economic needs of the business community. *Gateway* is very flexible and can meet both the immediate and future needs of businesses in the Austin community.

Skillpoint has existing relationships with EDD allies including the Austin/Travis County Reentry Roundtable, the Greater Austin Asian Chamber of Commerce. The Greater Austin Black

Chamber of Commerce, The Greater Austin Chamber of Commerce, the Greater Hispanic Chamber of Commerce, Texas Department of Assistive and Rehabilitative Services and Travis County Criminal Justice Planning, and will seek to build relationships with the Austin Gay and Lesbian Chamber of Commerce as well as Minorities for Equality & Employment Education Liberty and Justice as part of this proposed scope of work.

Skillpoint regularly performs primary and secondary data collection as part of their program evaluation efforts, and uses data to conduct labor force analysis and report this information on a regular basis. Primary data is collected via a robust program evaluation system that is directly connected to the workforce goals of *Gateway*. In addition, Skillpoint frequently works with the Ray Marshall Center and the Greater Austin Chamber of Commerce to translate workforce related secondary data into practices that will address needs gaps or barriers to a skilled workforce. US Census data, State Demographer, City of Austin studies and other related data are tracked and examined for relevant workforce related information that can inform programing. In addition, secondary data is collected via community partnerships, as well “Braintrusts”, where Skillpoint staff take primary data and present it to specific industry employers to gather region-specific insights that guide the creation of curriculum and training that will match employer need. “Braintrusts are held prior to the launch of new trainings.” Data-driven decision making is a key value for Skillpoint, and plays a strong role in the creation, evaluation and iteration of programming.

To drive the alignment of programming decisions for new or expanded *Gateway* training programs, market and labor force data is accessed to demonstrate need. Examples of data examined as part of the decision-making process include The Austin Business Journal’s Book of Lists and the Fastest Growing Companies (Largest Austin Employers, Austin-Area Hospitals,

Home Health and Personal Care Agencies, Medical Clinics, Software Development Firms, Semiconductor Companies, Temporary Staffing Firms, Website Developers, Homebuilders, and Commercial Construction Companies), labor market reports from the US Bureau of Labor Statistics, the Texas Workforce Commission as well as Workforce Solutions Capital Area. The percent-change in industry growth over the last year, as well as labor market projections, are used as indicators for the need for ongoing programs, as well as the identification of the need for additional training opportunities.

Industry growth and labor needs data and information are collected via direct interaction with EDD, as well as through the Annual Report, “Generating Jobs, Tex Revenue and Investment” is also consulted , and career and occupational demand as well as community needs information is derived from reports produced by the Greater Austin Chamber of Commerce and the Ray Marshall Center. Client demographic data is collected from the US Census Bureau as well as the City of Austin’s Community Needs Assessment.

Gateway programs are directly tied to the City of Austin’s Health and Human Services Social Service goal to foster Self-sufficiency by assisting with transition out of poverty through education and employment opportunities, as well as enrichment through educational programs. Programs see to meet employer demand for quality trained people and ensure that families are earning the money they need to support their family and produce consumable income. Skillpoint’s *Gateway* trains individuals for a long-term career path, and creates trainings for jobs that currently exist and has jobs to be filled. More than that, Skillpoint is particularly attentive to the need to provide trainings where there is career trajectory to earn self-sufficient wages.

Skillpoint was formed out of the City of Austin and the Chamber of Commerce in 1994 and has had an employer council of advisors since inception, as well as close ties with its founding partners. In addition, Skillpoint has an established Adult and STEM Council of over

200 employers that allows for the collection of their needs for labor, training, and labor force retention and recruitment. The Councils ensure that the training and a workforce pipeline needs are met.

Skillpoint is an active member on local area chamber and association groups (Chamber of Commerce, Hispanic Chamber, African American Chamber, AHRMA, ARMA, Austin Technology Council, IBEW, IEC) that helps keep the pulse on local employer needs.

The Adult Workforce Council gives industry representatives and community leaders the opportunity to collaborate and discuss needs regarding the local skilled labor supply. These relationships allow a better understanding of the needs for labor, training, retention and recruitment efforts.

In addition to deep analysis of workforce needs, and the flexibility to adapt quickly to the needs of industry, Skillpoint has a dedicated staff that develops and procures customized contracts to meet specific employers' needs. If there is an immediate and pressing need for a certain skill set, Skillpoint will customize an on-demand training program to meet that need. For example, Skillpoint engaged with Websense, Dropbox and Athena Healthcare via the City of Austin's EDD to learn that computer programmers are in high demand by all three companies who will soon relocate to the Austin area. In response, a new computer programming course has been created for *Gateway*, so that the needs of the companies, as well as the needs of those seeking better employment opportunities, are met. This flexibility is a considerable asset to new businesses and to those seeking higher levels of self-sufficiency.

B. Target Population(s) for the Goal(s)

The target population for funds requested is nearly identical to the current service population. All proposed programs focus on serving individuals at or below 200% of the Federal

Poverty Income Guidelines. For *Gateway*, in addition to poverty considerations, former offenders, veterans, homeless, and currently incarcerated youth are also served. The majority of *Gateway* students are under 30, unemployed, former offenders, in poverty, and face attitudinal barriers to success. The comprehensive student base of the *Gateway* Programs is a very diverse population:

- 17 – 60 years old
- High school drop outs through college degree holders
- Unemployed, underemployed, never worked and/or displaced workers
- All racial and ethnic backgrounds, including many immigrants

Current programs are Construction Tech (Electrical, HVAC, Plumbing, and Construction), Certified Nurse Aide, and Machine Operator. The curriculum includes industry-recognized certification, job specific training, employment readiness skills development and applied learning. Graduates also gain lifetime access to Skillpoint's Professional Development Services.

Skillpoint has a 20-year record of delivering innovative programs that provide underserved and underrepresented communities with pathways to self-sufficiency by helping meet workforce needs, establishing a foundation for further education, and delivering life skills that build confidence. Each program has a track record of success with the target population. *Gateway* graduates 90% of all trainees; assists 80% of those into employment within 30 days of program completion, and 60% retain those positions. In 2012, *Gateway* served 278 individuals, graduated 90% of trainees, assisted 84% into employment, and 72% retained employment for 6 months

Target population demographic/Census data: Austin is one of the fastest growing metros in the nation, which is attracting new residents, putting upward pricing pressure on housing, and

making it a more competitive environment for unskilled residents to benefit from the growth. According to the 2008 Business Roundtable report "Prospering Together," 85% of all new jobs require some level of postsecondary education, yet the US Census Bureau reports that only 44.8% of those in the Austin MSA earn a Bachelor's degree, even though a CAPCOG report showed that 84% of the unemployed residents of Travis County are those without a college degree. This leaves a training gap to be filled by Skillpoint's Adult Workforce programs. Texas is expected to have 758,000 STEM jobs by 2018 and 80% of the fastest-growing occupations require higher-level preparation, meaning there must be mechanisms to address the need for enhanced educational opportunities that lead to high-demand, high wage jobs that are tied to the needs of the Austin economy.

Quantified target population unmet need(s): Since 1994, *Gateway* has served over 2,000 individuals who entered the program reporting as unemployed, underemployed, former offender, single parent, high school dropout, veteran, or with a history of substance abuse.

Applicant's trends in target population unmet need(s): For the 2012-2013 program cycle: 99% of *Gateway* participants were low income (184), 85% of *Gateway* participants were unemployed prior to training (158).

Waiting list information: *Gateway* programs maintain waiting lists and usually have 5 to 30 people waiting for the next training, depending on the topic and course format.

Skillpoint delivers services that are tailored to and provide individuals training that position them as competitive candidates for living wage employment. A key goal of *Gateway* programs are to improve self-sufficiency and assist participants in gaining entry level positions in high-demand jobs, where they will have growth and advancement opportunities that will continue to improve their quality of life.

Any new training must meet industry demand and industry standards as well as Skillpoint's return on investment (ROI) thresholds. Skillpoint only develops new trainings that will deliver a return to the state (in the form of consumable income) of a minimum of \$20.00 for every dollar invested per individual per training

Skillpoint actively seeks out the targeted population to inform them about training options. About half of *Gateway* participants are referred from Workforce Solutions or other partners like Goodwill, Housing Authority of the City of Austin, Veterans GI Forum, Centerpoint Vets, Literacy Coalition, etc. These strong and long-established partnerships allow for closely coordinated services and ensure participants retain their basic needs supports while participating in adult workforce programs. In addition, Skillpoint team members are actively engaged in the community and promote programs at community meetings and events as needed.

For 20 years, *Gateway* programs have provided training for former offenders. Skillpoint has found that the barriers for a former offender are almost identical to other "hard to employ" people – it's the individual we are serving that is often the greatest barrier. In the 2012-2013 *Gateway* program cycles, 17% of participants were former offenders. For participants with felony criminal records, opportunities for training are provided in fields where they are able to work according to the law. For example, Nurse Aide applicants with misdemeanor or felony records are eligible for work in the industry unless the convicted offense is for a "crime against humanity" (fraud, murder, assault, neglect, abuse, or robbery). All other offenses are deemed acceptable by the State of Texas Department of Licensing and Rehabilitation or the appropriate licensing agency (i.e. Texas Department of Aging and Disability for Nurse Aides).

Plumbing applicants with misdemeanor or felony records are not eligible for residential work, but are eligible for commercial and other non-residential employment. Electrical, HVAC,

and Machine Operator all are employable industries for felony offenders, and Skillpoint works closely with applicants to identify the best-fit opportunities.

Skillpoint reduces recidivism by training people for fields where they can obtain employment, as well as fields with clear career trajectory paths. Many participants over the years with misdemeanor or felony offenses, some that are particularly grievous (murder or aggravated assault), have been assisted through *Gateway* programs. (Note: The only candidates excluded from Skillpoint programs are those with sexual offenses. Experience in training persons with felony sexual offense charges has validated the difficulty in finding placement of individuals into employment due to the legal parameters for the population, i.e. the ability to be in close proximity of schools or housing complexes creates a barrier to successful employment *Gateway's* targeted areas of employment).

Skillpoint is dedicated to following and documenting client eligibility requirements for the targeted population and will:

- Maintain a record of annual eligibility for each client, the date of eligibility certification, as well as services provided to each client in a secure location;
- All parameters for identity, residency, family size and income will be followed and documented; and
- Clients will be recertified every 12 months, if they have a change in any of the above circumstances.
- Validate identity , residency and family size and income eligibility

To ensure that cultural and language differences are not a barrier to services, Skillpoint will provide the following:

- For all new employees and contractors, Skillpoint hosts “Skillpoint 101,” an onboarding procedure that features sessions on cultural and linguistic sensitivity.
- Employ bilingual staff members and consultants to better serve clients. Spanish language classes are offered in some cases and, in all cases, materials and resources are printed in both English and Spanish; and
- Hire adults for all of its programs and places emphasis on hiring native speakers to assist participants. Applicants are carefully screened to ensure they have the skills required to effectively communicate with those in need of language assistance.

C. Program Strategy to Accomplish the Goals

Skillpoint has a 20-year record of delivering innovative programs that provide underserved and underrepresented communities with pathways to self-sufficiency by helping meet workforce needs, establishing a foundation for further education, and delivering life skills that build confidence. Each program has a track record of success with the target population.

Skillpoint provides computer and technology proficiency training for adults, entry-level job training for adults with barriers to employment, and intermediate job training for mid-career professionals. The Adult Workforce Council collaborates with program staff to develop, monitor and evaluate programs, market and increase the visibility of each program, and increase the direct industry involvement. In this proposal, the *Gateway* Adult Workforce programs are featured, and quickly prepare participants for entry-level employment by providing valuable training and job skills with industry-recognized credentials. *Gateway* is a proven, life-changing, transformational program that not only results in employment, but gives people hope and confidence for a better future by setting them on a path toward stability, financial independence, and further education and training. Courses involve hands-on and lecture-style instruction

emphasizing tasks and skills graduates will be asked to perform when employed. Trainings vary from 5 to 8 weeks and require 40 hours per week in class, with the same punctuality and etiquette expectations of a regular job. The program also includes soft skills like preparing a resume, acing a job interview, communicating professionally with colleagues, planning for their career, and working in a team. Fidelity for *Gateway* programs is ensured by strict adherence to research-based and validated curriculum.

The Adult Workforce Programs are designed using the research-based Rapid Employment Model, a tried and tested method for learning. The Rapid Employment Model (REM) provides opportunities to gain in-demand skills and enter the workforce in a short amount of time. The Ray Marshall Center has reported that Travis County participants who complete the occupational skills training component of REM are entering and retaining employment at higher rates than individuals in the comparison group (RMC, 2010).

The project design for *Gateway* has been created based on the feedback of industry members in the Austin metro area who identified that there are not enough skilled workers in the local labor market. The Adult Workforce Council was formed to address that need and informs the work of the organization, which closely examines employment data to guide its decision-making about program offerings, particularly for *Gateway*. To ensure fidelity, a strict curriculum is followed and student input is collected at the end of each course section.

The *Gateway* program provides valuable training and education to those in need, preparing them for entry-level employment in five to eight weeks. The training is aligned to labor needs, and differs every year in response to the fluctuations in the local job market. Courses involve a mix of hands-on and lecture-style instruction that directly translates to the tasks and skills graduates will be asked to perform on a daily basis when they are hired. Due to

the wide range of topic areas that *Gateway* provides (i.e. Certified Nurse Aide to HVAC), curriculum varies based on each topic. In each case, relevant credentials are received. For example, participants in the Machine Operator course gain credentials with the highly recognized National Institute for Metalworking Skills (NIMS) and are better prepared to successfully gain both the NIMS CNC Lathe Operator and CNC Mill Operator industry recognized credentials. For Electrical, participants receive a NCCER Level One Electrical credential, and an apprenticeship license.

Participants learn soft skills like preparing a resume, acing a job interview, communicating professionally with colleagues, planning for their career and working in a team. With leadership from the Adult Workforce Council, every course includes training that is directly connected to what Central Texas employers are seeking in their employees.

In each of the *Gateway* programs, strong industry partnerships allow the placement of participants in high demand careers and occupations. Due to the targeted nature of the programs, and their alignment to the needs of Austin industry, participants are positioned to be placed in careers and/or occupations that pay at least \$11.00 per hour, and in most cases more. Once employed, *Gateway* graduates are continuously supported by Skillpoint's Professional Development Services program that provides interpersonal skills development programming and that help them succeed in the workforce. *Gateway* Coordinators follow-up with graduates for 6 months (making contact every 30, 60, and 90 days) after they gain employment, and also works with the employers to recruit them to the Council, as well as have a better understanding of how the graduate's skills (both technical and professional) compare to the employer's needs and the current demand of the workforce.

This proposal focuses on fulfilling the vision of *Imagine Austin* by providing tools to Austin's citizens to help them fulfill the mission of social equity and economic opportunity. Primarily, this work falls under the core mission of "Austin is Educated" by providing high quality education that allows participants to fully develop their potential. Proposed programs address Priority Program #3, Workforce Development, by addressing the training needs required for a widely skilled workforce, and acting as a partner in coordination with business and education to meet workforce and business development goals. For a listing of how these programs align to the *Imagine Austin* objectives, please see *Appendix B*.

As with any program that targets low income individuals, there are barriers and challenges related to accessing services. The following table shows and how these barriers and challenges will be mitigated:

Barrier	Gateway
Transportation	Multiple locations (8) in various parts of the city are provided to address this barrier. Bus passes are also provided to participants
Loss of income	Participants can collect unemployment while they are enrolled
Lack of prerequisite skills	Math and reading assessments are included as part of the application process, participants are referred to partners for assistance as needed

In addition, there are barriers and challenges to implementing the proposed strategy/strategies.

The following table shows how Skillpoint will overcome them.

Barrier	Proposed Strategy: Gateway
Lack of trained instructors	Partnerships with local industry associations provide a robust source of instructors
Recruitment of the Target Audience	Currently about 50% referrals from former graduates and another 50% come from referral partners such as Workforce Solutions, Goodwill, Veterans GI Forum, Housing Authority of the City of Austin, Centerpoint Vets, Literacy Coalition, Independent Electrical Contractor Association, etc. Skillpoint continually seeks to expand partnerships with other service providers

Skillpoint *Gateway* programs subcontract with the following organizations to provide training space in an industry environment: Central Texas Independent Electrical Association, Local 286 Plumber and Pipefitter Union, International Brotherhood of Electrical Workers, TechShop, and the University of Texas JJ Pickle Research Campus. In addition, skilled contracted instructors are engaged to teach customized curriculum, as well as the curriculum required for certification (NCCER & NIMS). These subcontractors include, but are not limited to these specific people: Johnny Martinez (OSHA instructor), CPR for Pets and People (National Safety Council and Red Cross First Aid/CPR Certifications), National Center for Construction Education and Research (NCCER) certified instructors for construction basics, electrical, plumbing, heating ventilation and air conditioning (HVAC), National Institute for Metalworking Skills (NIMS) certified instructors for the machine operator training. In addition, Skillpoint subcontracts with instructors certified by the Texas Department of Aging and Disability, the sole certifying body in Texas, to provide technical training for the *Gateway* Nurse Aide program.

This proposal includes a funding request to deploy multiple *Gateway* training programs that are targeted toward low-income individuals (meeting the target audience requirements).

Gateway programs provide valuable training and education to those in need, preparing participants for entry-level employment in 5 to 8 weeks. The trainings differ each year in response to local job market fluctuations. Currently, *Gateway* courses are offered in:

- Machine Operator
- Nurse Aide
- Construction
- Electrical
- HVAC
- Plumbing

- Additional courses will be added based on EDD input, the outcomes of collaboration with industry and other workforce demands. For example, Computer Programming will be launched in early 2015, and is a direct result of industry and EDD input.

D. Impact on the Goals

Performance Measures – *(please see Appendix G, Section 0620 – Program Performance Measures and Goals for specific Output and Outcome Measures.)*

Output Measures: Skillpoint will report the number of unduplicated clients served per 12-month contract period, as well as the number served over 36 months, based on the requirements for the target audience. In addition, the number of employees partners and the average hourly wage of graduates after they have left the program will be measured. Other outputs will be calculated using program metrics and will include: completion rates, student skill development from pre- and post- tests.

Outcome Measures: The outcomes sought for the short-term in this application include measuring the percent of individuals who maintain or increase income, the percent of individuals who gain employment in high demand occupations, the percent of graduates earning at least \$11.00 per hour, the percent of individuals receiving health care benefits as part of their wage package and the percent of employer partners offering jobs to participants. As part of the external evaluation designed by the Ray Marshall Center, additional relevant outcomes may be proposed.

Independent Evaluation: An Independent Evaluation by the Ray Marshall Center (RMC) is included as part of this proposal. To date, Skillpoint has participated in evaluation studies with Travis County, the Housing Authority for the City of Austin, and the University of Texas - all facilitated through the Ray Marshall Center. A study entitled “An Evaluation of Workforce Development Services in Travis County” was published in 2014, and highlights the work of

Skillpoint using the REM model.

<http://www.utexas.edu/research/cshr/rmc1/index.php/projects/current-projects/278-an-evaluation-of-workforce.html>)

RMC is an active member of Skillpoint's Adult Workforce and STEM Councils and will provide evaluation of the metrics for the participants. In addition to metrics that are already considered as part of the current evaluation design for *Gateway*, two new measures will be added to the scope of work. They include 1) job title of participants at the time of employment, and 2) whether or not employees are receiving medical benefits through their employers. Both of these measures will add to the ability to assess the efficacy of *Gateway* programs.

E. Overall Evaluation Factors Regarding Applicant

Skillpoint has a long history of managing local, state, and/or federal contracts, including with the City of Austin Health and Human Services Department. From inception, Skillpoint programs have focused on the target population as well as other individuals needing assistance with education in order to reach self-sufficiency. Skillpoint has been offering short-term workforce development programs for 20 years to those who need to build skills that align with the needs of industry in the Austin area. Each of the proposed *Gateway* programs has been implemented for several years. The Construction program is over 5 years old; Electrical has been in place for 3 years, HVAC, Plumbing and Nurse Aide for 2 years and Machine Operator is new this year and was created based on industry input. No matter the subject, the program design has a proven track record of success with both the target population and others.

Please see Appendix C for a complete listing of relevant contracts and monitoring reports.

Skillpoint Alliance has over 20 years' experience in program and fiscal management of municipal funds. As awardees of Health and Human Services and Economic Development

Department funding for 20 and 15 years respectively, Skillpoint is particularly well-versed in municipal funding rules and regulations. Skillpoint has successfully passed all audits conducted by the City of Austin, and those conducted by third party auditors inclusive of municipal funding, and are well-versed in the management and understanding of the City of Austin's financial allowable expenditure and reporting procedures.

F. Data Management and Program Evaluation

Skillpoint employs both a Community TechKnowledge online database, as well as in-house databases to manage data and reporting. Each electronic data system allows collaboration with partners to gather data on participant transitions, services received and participant outcomes. Skillpoint employs staff with the expertise to manage the data systems and analysis and hires university graduate students to provide high level quantitative analysis. Successful data management has been achieved with the current systems in place; however, Skillpoint is always looking for new technology that will support the data needs of their programs.

Skillpoint tracks data for all programs to ensure the target audience is effectively reached. Program goals are set, and pre-, mid- and post-surveys are conducted for all programs to measure success and identify opportunities for improvement. A continuous feedback mechanism is in place so corrections are made as needs are identified. In addition, Data is collected from Ray Marshall Center, Workforce Solutions and the Chamber of Commerce as needed to improve program outcomes, and to set targets for programming.

Qualitative and Quantitative data is used to inform decision-making about the efficacy of programs, including the evaluation and adjustment of strategies, service delivery and expenditures. Skillpoint is a very agile organization and consistently employs a continuous feedback mechanism to adjust and change service delivery models to meet the needs of the target

audience. Data is collected from Ray Marshall Center, Workforce Solutions and the Chamber of Commerce as it becomes available to improve program outcomes, and to set targets for programming. In addition, graduate students assist Skillpoint with tracking the most relevant, new research that is available in the field.

G. Staffing Plan

Skillpoint uses in-house staff to deliver training for the majority of their adult workforce programs. This is appropriate due to the high level requirements for meeting accreditation standards. Contractors are also hired when industry expertise is required for certification. Leadership and reporting responsibilities fall to Program Directors, who cultivate relationships with employers, secure MOUs, ensure program coordinators and research staff maintains records, and delivers program reports to funders. *Please see Appendix G: Section 0625 – Program Staff Positions & Time and Appendix D for a complete archive of resumes for key staff.*

Part Two: Cost Effectiveness

A. Budget

The budget included in the proposal provides financial support of \$200,000 for the equivalent of 2.75 full time employees; providing training, case management services, and certifications to 70 participants in *Gateway* programs. The cost per person served equates to an average cost of \$2,857. A contribution from the City of Austin will be recognized by announcements in Skillpoint's OnPoint newsletter (with over 7,000 readers and a 21% open rate); placement of a logo and acknowledgement on the Skillpoint Alliance website home and Adult Workforce Council pages, on the program fliers and on the *Gateway* graduation bulletins. *Please see Appendix G: Section 0630 – Program Budget and Narrative for a summary description of the budget justification, and a listing of subcontractors included in the program*

budget. According to its most recent Form 990, Skillpoint consumes 9.96% of its annual budget on fundraising and administration.

B. Cost per Client

Average cost per City client served. Skillpoint is requesting \$200,000 per year, over three years, from the City of Austin to support the delivery of short term Adult Workforce programs to 210 residents at a cost of \$2,857 per client served. Of that amount External program evaluation will cost: \$40,000, leaving \$160,000 for the Adult Workforce programs. With funding, *Gateway* will serve 70 residents at a rate of \$2,285 (with the evaluation costs removed, or \$2,857 including the evaluation costs) per client.

Average cost per client served from all funding sources. With the support of the City of Austin, Skillpoint will spend \$900,000 to offer high-quality, short-term Adult Workforce programs to 296 residents at a cost of \$3,040 per client.

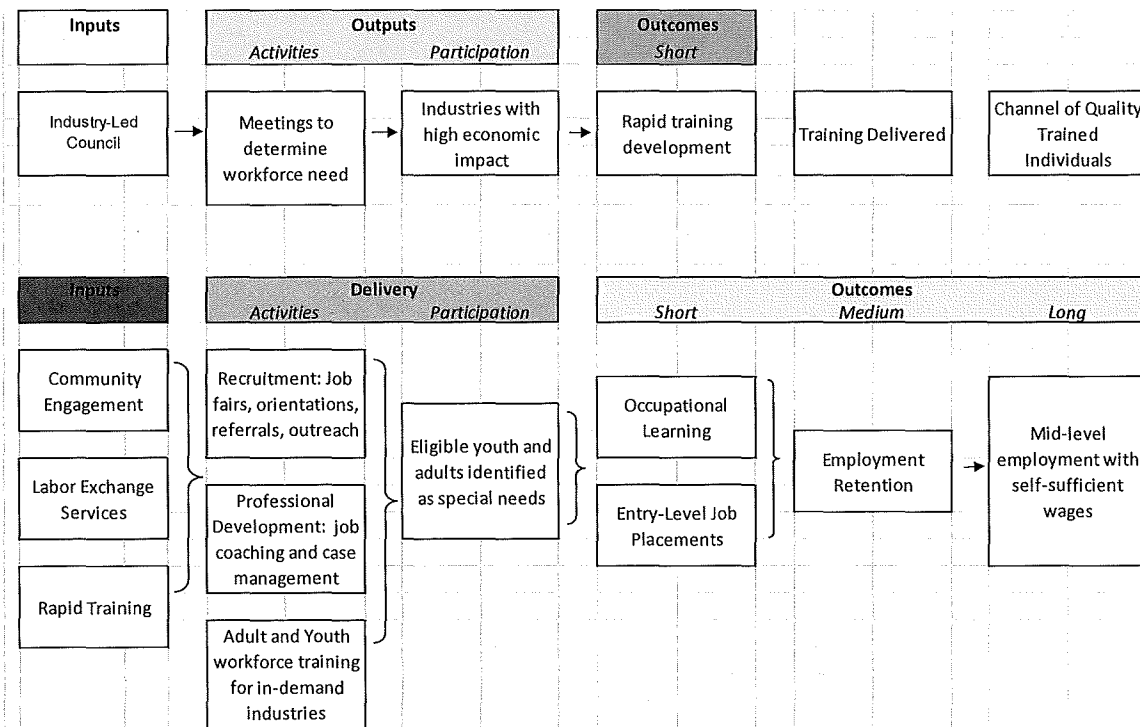
Average cost per client successfully achieving the performance measures. Historically, *Gateway* has a 72% success rate (90% graduate and of those, 80% obtain employment). As such, the \$200,000 earmarked for short-term Adult Workforce programs will result in 49 residents achieving the performance measures at a cost of \$4,082 per client.

Skillpoint offers Adult Workforce programs below WIA accepted rates, which are \$7,500 per client. This is attractive to partners like Workforce Solutions Capital Area that pay for their clients to participate individually. As the economy transforms and industry workforce needs change, Skillpoint evolves too.

C. Return to the Economy

Through rapid, hands-on training Skillpoint leads the workforce development sector with high employment outcomes and long retention; leading families to self-sufficiency and

employers to financial efficiency. Skillpoint's model pays close attention to industry-demand by meeting with industry leaders quarterly to determine the immediate needs in the workforce and translating those needs into valuable hands-on training. Employers maintain close contact with Skillpoint to source quality-trained employees. Skillpoint's delivery model is below:



The top section of the graphic depicts the industry involvement in *Gateway* programs, while the lower section shows the system for community engagement, recruitment and enrollment. Program development is informed by industry input, and outcomes are aligned to occupational demand and the targeted population. The Adult Workforce Council meets quarterly to examine the need for program changes or adjustments.

Skillpoint provides trainings in fields that demonstrate severe employee shortages and that have a clear career path that will lead to higher wages. For example, *Gateway* Electrical program trains students for the first year Apprenticeship level with wages earning between \$10-

\$14 per hour. If the Electrical Apprentice continues employment in the field and maintains records of their hours worked, they will be able to move up through the four to five years of apprenticeship to the Journeyman level at which time they will be earning over \$25 per hour. Additionally, Skillpoint strategically chooses programs based on existing and anticipated industry infrastructure to set graduates up in fields where they can maintain jobs for more than two years. For example, in 2010 there was a lot of excitement in the region for solar energy, but research revealed that there was not enough work available for individuals to be employed as Solar Technicians in a full-time capacity. However, that research showed that the real and robust employment opportunity in electrical work, as the majority of solar companies are actually electrical companies dabbling in solar work. Armed with that information, the Electrical Program was expanded.

Gateway programs greatly benefit industry by increasing the pipeline of individuals who have received high quality training that is tailored to the needs of employers, and by decreasing the “poaching” between businesses by supplying an adequate number of qualified employees, thus reducing voluntary turnover. Rapid training for jobs that already exist help to fill the gaps in workforce needs, ultimately increasing overall productivity with the ultimate goal of increasing profitability.

New trainings must meet industry demand as well as Skillpoint’s Return on Investment (ROI) thresholds. Skillpoint only develops and delivers trainings that will return to the state (in form of taxable wages) a minimum of \$20.00 for every dollar invested per individual per training. Skillpoint calculates ROI as follows:

Year of Employment	Annual Amount Consumable Income (less 15% for taxes)		Cost of Investment (Training)
1	\$17,680 (@\$10/hr) - \$21,216 (@\$12/hr)		
2	\$21,216 (@\$12/hr) - \$26,520 (@\$15/hr)		
3	\$26,520 (@\$15/hr) - \$31,824 (@\$18/hr)		
Gain from Investment (Total Amount of Available Consumer Spending over 3 Years)	\$65,416 - \$79,560	—	2,857
			= minimum of \$22.89 for every dollar we invest
			Cost of Investment (Training) 2,857

It is also important to note that individuals eliminate the need for an average of \$11,444 per household in social benefits like SNAP and TANF because they earn enough to be self-sufficient by their third year of employment after training through Skillpoint.

D. **Program Funding Summary-** *Gateway* programs are funded by a diverse profile of public, and earned revenue sources. The generous support of the City of Austin is combined with funds from McClellan, Travis and Williamson Counties, the Texas Workforce Commission and the Texas Veterans Commission. Additional funds are provided by program fees. *Please see Appendix G, Section 0635 Program Funding Summary.*

Part Three: Local Business Presence

Skillpoint Alliance offices are located in downtown Austin, in the heart of the business district, and meet the 100% business threshold. For the past 28 years, Skillpoint has provided valued workforce services to the Austin Metro area. *Please see Appendix G, Section 0605 Local Business Presence Identification Form.*

In summary, Skillpoint Alliance is strongly positioned to achieve the goals of the Economic Development Department of the City of Austin by delivering robust short-term workforce training programs that engage local industry and target participants to promote Austin as an economically competitive location for business attraction and expansion. Funding will

provide opportunities to improve the lives of the targeted participants and their families, while bolstering the strong economy of Greater Austin.

Part Four: Bonus Evaluation Points

A. Leveraging- At this time, industry and private funders have made contributions to Skillpoint programs that will provide (and exceed) a “match,” but giving is not contingent on City funding.

B. Healthy Service Environment- Skillpoint is proud to offer all the Healthy Service Environment policies to our staff, including:

A. Tobacco-free Campus – YES. Skillpoint is a Tobacco-free Campus and provides services at Austin Housing Authority, Austin Parks and Recreation Centers, school districts, and post-secondary institutions, all of which are also tobacco-free campuses.

B. Mother-Friendly Workplace – YES. Skillpoint provides maternity and paternity leave, has a policy in place for on-site lactation, offers deeply discounted summer camp fees for children of staff, and has an informal policy of allowing staff to bring children to the office with advance notice.

C. Employee Wellness Initiative – YES. Skillpoint encourages employee wellness in a variety of ways, including ongoing professional development, office snack service, monthly “fun team” activities, quarterly team-building retreats, and has recently updated its health insurance program to encourage greater personal health planning. Skillpoint recently updated its health insurance plan to Humana Vitality because it allows employees to establish personal health goals; earn Vitality Points by engaging in activities like exercising or getting a flu shot; and get rewarded with cash at select vendors. This program has resulted in the development of a staff post-lunch walking

group, an evening jogging group, added physical activity during quarterly team-builders, and even a registered group in the Color Run!

- D. Violence Prevention Policy YES. Skillpoint cultivates a friendly and non-hierarchical office environment that has built active engagement and staff loyalty, but also maintains policies for Non-Harassment, Sexual Harassment, Workplace Violence, and Health & Safety in order to prevent violence at our administrative offices or at off-site program delivery locations.

Appendix B | Alignment to Imagine Austin Objectives

Adult Programs:

S P8.Improve educational opportunities for marginalized populations and provide better services for at-risk segments of our community.

S P15. Collaborate with educational partners to increase access to educational opportunities for higher education, technical education, and vocational training in Austin area public schools, colleges, universities, and other educational facilities. Match job training with current and expected employment needs for existing and emerging “target industries”.

E P12. Engage major employers and institutions of higher education to provide leadership in meeting the needs of chronic unemployed and underemployed residents, such as people with disabilities and former clients of the criminal justice or foster care systems.

E P17. Invest in the region’s people through long-term job training for living wage jobs.

In addition, several topics address environmental and housing concerns that will align with the corresponding sections of the Impact Austin strategic plan.

Appendix C | Five Year Experience with Relevant Local, State, and/or Federal Funders

Funding Sources	Description	Funding Period	Funding Amount	Contract Manager and Contact Information
City of Austin – HHS	Gateway training for adults	10/01/09-09/30/10 10/01/10-09/30/11 10/01/12-03/01/12 07/01/13-09/30/14	\$1,035,000	Laura LaFuenta Grants Coordinator, Community Based Resources Laura.lafuenta@austintexas.gov (512) 972-5077
City of Austin – EGRSO	Empower training for adults	10/01/09-09/30/10 10/01/10-09/30/11 10/01/11-09/30/12 10/01/12-09/30/13 10/01/13-09/30/14	\$1,495,050	Natalie Betts Global Business Recruitment and Expansion Coordinator Natalie.betts@austintexas.gov (512) 974-7833
City of Austin – GTOPS	Empower Mobile Learning Center, Technology Corners, Resource Workshops	05/01/11-04/31/12 06/01/12-5/31/13 06/01/13-5/31/14 06/01/14-05/31/15	\$84,000	John Speirs Program Coordinator, GTOPS John.Speirs@austintexas.gov (512) 974-3510
Texas A&M – Texas Engineering Experiment Station	Sub-recipient of Dept of Energy funding for energy education programming	07/18/11-08/12/11 05/01/12-08/31/12 05/01/13-08/31/13	\$33,720	P. E. Dean Schneider Ph. D. Associate Director for Industry Relations, Technology Transfer d-schneider@tamu.edu (210) 385-1008
Travis County-Investment	Gateway and Empower training for adults	11/01/11-10/31/12 11/01/12-12/31/13 1/01/14-09/30/14	\$646,000	Brook Son Department of Research and Planning Division Coordinator Brooke.son@co.travis.tx.us (512) 854-7875
	All Skillpoint youth and adult	11/01/09-10/31/10 11/01/10-10/31/11	\$1,397,000	Brook Son Department of Research

	training and services	11/01/11-10/31/12 11/01/12-12/31/13 1/01/14-09/30/14		and Planning Division Coordinator Brooke.son@co.travis.tx.us (512) 854-7875
Travis County –Juvenile	Gateway training for incarcerated youth	05/01/11-08/31/11 05/01/12-08/31/12 05/01/13-08/31/13 05/01/14-08/31/14	\$162,500	Nathaniel Whitfield Senior RTO/Re-Entry Specialist Nathaniel.whitfield@co.travis.tx.us (512) 854-5612
Texas Workforce Commission – Wagner Peyser	Gateway training for adults	08/01/10-07/30/11 09/15/11-09/14/12 10/01/12-09/30/13	\$1,400,000	Beverly Donoghue Contract Manager Beverly.donoghue@twc.state.tx.us (512) 936-2146
Texas Workforce Commission – FIRST in Texas	Statewide funding for high school robotics teams & events	08/01/13-08/31/14	\$740,000	Beverly Donoghue Contract Manager Beverly.donoghue@twc.state.tx.us (512) 936-2146
The University of Texas at Austin – DTEACH	Sub-awardee, National Science Foundation, for professional development and industry connections for in-service teachers	08/01/09-07/31/10 08/01/10-08/31/11	\$30,010	Richard Crawford Professor, Mechanical Engineering rhc@mail.utexas.edu (512) 471-3030
Williamson County - Juvenile	Gateway training for incarcerated youth	05/01/12-08/31/12 05/01/13-08/31/13	\$120,000	Kurt Hundl Assistant Academy Director Williamson Cty Juvenile Services khundl@wilco.org (512) 943-3284
Texas Veterans Commission – Fund for Veterans Assistance	Gateway training for transitioning veterans	01/01/13-03/31/14	\$100,000	Yolanda Moten Grant Officer, Fund for Veteran's Assistance Yolanda.moten@tvc.texas.gov (512)463-6380

The above 11 contracts are available upon request

ELISEO "AL" CANTU, JR.
Major, US Army (Retired)
Chairman

JAMES H. SCOTT
Colonel, USAF (Retired)
Vice Chairman

REV. RICHARD A. McLEON, IV
US Army Veteran
Secretary



DANIEL P. MORAN
Captain, USMC (Retired)
Member

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

TEXAS VETERANS COMMISSION

FUND FOR VETERANS' ASSISTANCE

January 23, 2014

RECEIVED JAN 27 2014

Ms. Margo Dover
Executive Director
Skillpoint Alliance
201 E. 2nd Street
Austin, TX 78701

Re: Skillpoint Alliance, Grant Number: FVA_13_0114

Dear Ms. Dover:

The Fund for Veterans' Assistance (FVA) conducted an on-site compliance visit of Skillpoint Alliance on December 3, 2013 as required by Title 40, Part 15, Chapter 460, Rule 460.20 - 460.24, Texas Administrative Code.

The objectives of the on-site visit were to:

- determine whether grant funds were used for authorized purposes in compliance with laws, regulations, and provisions of the grant;
- validate practices, policies and procedures;
- review operational efficiency and quality of service to veterans; and
- assist with any questions or concerns relating to the Fund for Veterans' Assistance grant agreement/notice of grant award.

The Fund for Veterans' Assistance observed the following potential compliance issues:

- (a) Eligibility documents were not maintained for all clients served with FVA funds as veterans and dependents of veterans that participated in the Gateway training program.
- (b) Targeted benchmarks were not met during designated time frames within the grant period in accordance with the Texas Administrative Code (TAC).

The Fund for Veterans' Assistance made the following recommendations:

- (a) Grantees must maintain eligibility documents that identify all clients served using FVA grant funds prior to requesting reimbursement for services as contained in Article 5.08, Reporting and Monitoring of Program Performance, Eligibility Determination of the Executed Grant Agreement and Title 40, Part 15, Chapter 460, Rule 460.1 - 460.3 of the Texas Administrative Code.

Skillpoint Alliance Action Plan

Coordinators, Jason Boys and Bethany Paul will collect all documentation which includes DD 214, Veteran ID card, and dependent ID cards from all missing applicants. Going forward if a participant does not submit proper documentation by enrollment meeting, which generally takes place two weeks prior class, they will not be able to attend class on the first day. During the on-site compliance visit, there were eligibility documents missing. We have reached out to them and added the additional information to their files.

Contact Person/Responsible Person: Gateway Program Manager, Teresa Durant

Completion Date: March 31, 2014

- (b) The grantee should consider submitting an amendment to the scope to ensure that minimum required performance measure are met in accordance with the Performance Benchmark, Title 40, Part 15, Chapter 460, Rule 460.2, Texas Administrative Code. As of October 2013, with 75% of the grant period elapsed, the grantee should meet 70% of the required target performance measure at a minimum. Currently, the grantee is at 29% of the required targeted performance measure.

Skillpoint Alliance Action Plan

Benchmarks that are currently set will remain and efforts to meet them will resume. Going forward, our Gateway classes will be more effectively scheduled to ensure the probability to serve the veteran populations thus meeting objectives and benchmarks set by grant. In the time since the audit, we have graduated a total of 26 veterans which put us at 74% of our performance measures. We are currently enrolling for our next classes and are on track to meet our expected measurables. The dates for the upcoming class are January 27-March 14.

Contact Person/Responsible Person: Teresa Durant

Completion Date: March 31, 2014

Note: On December 17, 2013, Skillpoint Alliance submitted a grant amendment for a three-month grant extension. The Texas Veterans Commission approved the grant extension, January 1, 2014 to March 31, 2014.

The Fund for Veterans' Assistance would like to thank Skillpoint Alliance's officials and employees for their time and cooperation during the on-site visit. These activities included providing workspace, allocating employee time, and exercising flexibility in meeting the schedule of the grant officers.

We greatly appreciate your work in providing services to Texas Veterans and their families. Should you have any questions or concerns, please do not hesitate to contact me at 512.463.2983 or carol.conner@tvc.texas.gov.

Sincerely,

Carol Conner

Carol Conner

Grant Compliance Officer

Fund for Veterans' Assistance

cc: Mr. Bharat Ahuja, Director of Finance

Ms. Teresa Durant, Program Manager

Ms. Casey Smith, Project Director

*Ms. Dover -
You have a
great staff
Sincerely,
Carol*



Austin/Travis County
Health and Human Services Department
P.O. Box 1088
Austin, Texas 78767
Phone: 512-972-5010 Fax: 512-972-5082



April 14, 2014

Margo Dover, Executive Director
Skillpoint Alliance
201 E. 2nd Street
Austin, TX 78701

Re: Skillpoint Alliance January 21 -23, 2014 On-site Review and Contract Monitoring Report for the following contracts:
Adult Workforce Gateway Training Program (NG13000026): April 1, 2012 through September 30, 2014

On behalf of the Austin/Travis County Health and Human Services Department Contract Compliance Unit, I would like to thank you for your time, preparation and assistance throughout our on-site monitoring.

Natalie Cuccia and Larry D. Hopkins of the Austin/Travis County Health and Human Services Department (HHSD) Contract Compliance Unit (CCU) conducted an on-site monitoring of the Skillpoint Alliance, Adult Workforce Gateway Training contract on Tuesday, January 21 through Thursday, January 23, 2014.

Your organization employs a dedicated staff who are passionate about their work and who believe in the workforce development model utilized. It appears that the organization has good partnerships with industries and contractors that are hired to provide teaching/training and good working relationships and coordination with other workforce development organizations in Austin. Skillpoint Alliance is to be commended for efforts to expand programming to include more occupations.

Skillpoint Alliance submitted a response to CCU's draft report presented at the Exit Conference on Monday, March 17, 2014. This report incorporates Skillpoint's response.

The monitoring produced findings and concerns (listed below) associated with HHSD contract and funds awarded through the contract. The contract provides funding for workforce development programs for hard to employ individuals, including individuals with low skill sets, limited education and criminal histories. The CCU reviewed agency organization, business processes, financial records, reporting, and job descriptions. In addition, 26 client files were reviewed, which represents a 100% review of graduated and active clients as of December 31, 2013.

The monitoring results documented by the CCU are presented as guidance and information to Skillpoint Alliance management. The CCU report has pertinence to the contract reviewed, other contracts held by Skillpoint Alliance, and possible future contracts with HHSD.

Findings: 3

1 The contractor violated the Client Eligibility Requirements

Clients are ineligible based on residency requirements. Client Eligibility Requirements state "City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County." A review of client's self-identified residence on the program enrollment form found that three (3) clients reside outside of Austin/Travis County. Source documentation submitted with the program enrollment form confirmed

residency.

Clients are ineligible based on income requirements. Client Eligibility Requirements referring to income documentation state, in part, that the "Client file must include primary eligibility sources". Although the applicant self-reported income on the enrollment form, source documentation was not observed in the file. This was noted in all twenty-six (26) files reviewed.

Required Action:

- *The contractor must reimburse the City of Austin for all funds expended for the three (3) ineligible clients.*
- *The contractor must supply source documentation for the remaining twenty-three (23) clients reviewed demonstrating that clients are eligible based on income. If the contractor is unable to produce source documentation, they must reimburse the City of Austin for expenses charged for these remaining clients.*
- *The contractor must train staff members tasked with making eligibility determinations on the City of Austin contract Client Eligibility Requirements.*
- *The contractor must develop a systematic approach to determining client eligibility that provides clear written documentation demonstrating an evaluation for program eligibility was conducted.*

Skillpoint Alliance Response:

- Clients deemed ineligible based on residence: Skillpoint Alliance agrees with the Finding and will reimburse the City of Austin for the three ineligible (3) clients charged to the contract.
- Clients deemed ineligible based on income: Client Eligibility Requirements are vague and not descriptive of the type of form that is needed for self-certification of no income. Until recently, Skillpoint Alliance believed their forms were sufficient for documenting income. Skillpoint Alliance has adjusted its intake procedures as of January, 2014 to reflect HHSD requirements for documentation of income. Skillpoint Alliance is currently working on collecting information to meet the income eligibility requirements specified for clients reviewed during CCU's on-site monitoring, with the stipulation that they may not be able to obtain required documents from all former clients.

2 The contractor billed and was paid for out of county travel expenses without prior authorization.

The contract states that "The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes 'written authorization'...13.Travel/training outside Travis County." Mileage reimbursement for travel to Bastrop County, Bell County (Killeen) and Hays County (San Marcos) was noted for the months of September and November, 2013. The charges were not included in the approved budget.

Required Action:

- *The Contractor must reimburse the City of Austin for all charges for out of county travel for the months of September and November.*
- *The Contractor must seek prior authorization from the City of Austin contract manager before billing for out of county travel/training expenses or amend the budget.*

Skillpoint Alliance Response: Skillpoint Alliance agrees with the Finding and will reimburse the City of Austin for travel outside of the City of Austin and Travis County.

3 Form I-9 Employment Eligibility and Verification forms were not fully completed per instructions on the form. Although copies were properly maintained in a separate file, as required, copies were inappropriately placed in the individual personnel file.

Fifteen (15) personnel files were reviewed. Numerous instances of incomplete forms were noted (i.e. missing signatures, dates, specific sections of form not fully completed). Copies of the I-9 form were found in all

personnel files reviewed.

Required Action:

- *The Contractor must immediately remove and discard copies of I-9 forms from the individual personnel files.*
- *The contractor must maintain the original I-9 in a secure location only accessible to authorized staff.*
- *The Contractor must assure that all I-9 forms are completed within 3 days of the employment start date, per form instructions.*

Skillpoint Alliance Response: Skillpoint Alliance agrees with the Finding and has removed copies of Form I-9 from personnel files.

Concerns: 3

1 Separation of duties for incoming mail containing monetary donations does not follow best practice.

The policy indicates only one (1) employee opens mail containing funds and forwards the funds to the finance department.

Recommended Action:

- *Revise policy to include the best practice that two (2) staff members be present when processing monetary donations or funds received.*
- *Require documentation indicating agreement between staff members on receipts.*

Skillpoint Alliance Response: The policy has been revised to state that two (2) staff members must be present when processing monetary donations or funds received. Skillpoint Alliance states that they already keep documentation of agreement between staff members on receipts. Documents will be kept in an accessible location in the Finance Director's office.

2 Client files were not distinctly separated and not placed in individual folders.

Client files consisted of documents paper clipped together and organized in one (1) hanging file folder organized by the training program in which the client participated.

Recommended Action:

- *Establish an individual file folder for each program applicant. Folders should be organized in such a way that documents are securely fastened. Establishing individual client files reduces the risk of misplacing or losing important documents, as well as maintains the privacy of sensitive documents (such as paystubs).*

Skillpoint Alliance Response: Skillpoint Alliance agrees with the Concern. Individual file folders will be established by the end of March, 2014.

3 The contractors Bylaws do not establish frequency or minimum number of board meetings.

The bylaws state "Regular Meetings:...held at such a time and place as shall from time to time be determined by the Board."

Recommended Action:

- *Revise Bylaws to include language addressing the minimum number of boards meetings required annually.*

Skillpoint Alliance Response: It is a known practice of the Board to meet quarterly, but will officially be

incorporated into the Bylaws by the next Board meeting on May 6, 2014

Amount of Repayment: \$5241.00 - Ineligible clients based on residency
\$927.64 – Mileage outside of Travis County
To be determined 30 days from report – Ineligible clients based on income

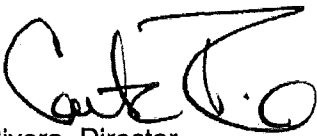
Please review the details contained in this report with appropriate members of your staff and with your Board Members as the specified actions should be completed and actions taken to prevent recurrence.

This report must be disclosed to your independent auditor during the course of your next audit.

Corrective Action resulting from this monitoring action is required. The Corrective Action Plan (CAP) is attached to this report. Your HHSD contract manager will be monitoring the progress of your CAP. When you have fulfilled the requirements outlined in the CAP (no longer than 90 days from issuance), you will receive a final close-out letter from CCU.

If members of your staff have a question(s) regarding any of the content of this report, please e-mail the question(s) to the Contract Compliance Unit at: hhsdccu@austintexas.gov and a response will be provided.

Best regards,

A handwritten signature in black ink, appearing to read 'Carlos Rivera', with a stylized flourish at the end.

Carlos Rivera, Director

Cc:

Kymberley Maddox, Chief Administrative Officer, HHSD, Administration
Stephnie Connell, Program Manager, HHSD, CCU
Stephanie Hayden, Assistant Director, HHSD, Community Services
Robert Kingham, Program Manager, HHSD, Community-Based Resources
Laura LaFuenta, Contract Manager, HHSD, Community-Based Resources
Laura Diaz, Internal Auditor, HHSD, Audit
Mike Midgley, Board Chair, Skillpoint Alliance
Casey Smith, Senior Director-Adult Workforce, Skillpoint Alliance

Skillpoint Alliance - Adult Workforce Gateway Training

This Corrective Action Plan applies to all current contracts Skillpoint Alliance holds with the City of Austin-HHSD. Should HHSD adopt policies in the future that conflict with any content within this document, the newly adopted policies shall supersede.

Finding/Concern	Skillpoint Alliance Management Response	COA HHSD Response	Corrective Action	Status
<p>Finding 1: The contractor misapplied the Client Eligibility Requirements</p> <ul style="list-style-type: none"> • Clients are ineligible based on residency requirements. • Clients are ineligible based on income requirements. 	<ul style="list-style-type: none"> • Clients deemed ineligible based on income: Skillpoint Alliance agrees with the Finding and will reimburse the City of Austin for the three ineligible (3) clients charged to the contract. • Clients deemed ineligible based on income: Client Eligibility Requirements are vague and not descriptive of the type of form that is needed for self-certification of no income. Until recently, Skillpoint Alliance believed their forms were sufficient for documenting income. Skillpoint Alliance has adjusted its intake procedures as of January, 2014 to reflect HHSD requirements for documentation of income. Skillpoint Alliance is currently working on collecting information to meet the income eligibility requirements specified for clients reviewed during CCU's on-site monitoring, with the stipulation that they may not be able to obtain required documents from all former clients. 	Conditionally Accepted - Subject to Final approval of Contract Manager	<ul style="list-style-type: none"> • Skillpoint must work with the City of Austin Contract Manager to develop a method or process to address funds used for ineligible clients. <ul style="list-style-type: none"> • Skillpoint Alliance will have 30 days from the date of this report to demonstrate income eligibility for the twenty-three (23) clients reviewed. • Skillpoint Alliance must conduct training for staff on the City of Austin Client Eligibility Requirements. • Skillpoint Alliance must develop a systematic approach for determining client eligibility that provides written documentation demonstrating an evaluation was conducted. 	In Progress
<p>Finding 2: The contractor billed and was paid for out of county travel expenses without prior authorization</p>	Skillpoint Alliance agrees with the finding and will reimburse the City of Austin for travel outside of the City of Austin and Travis County.	Conditionally Accepted - Subject to Final approval of Contract Manager	Skillpoint must work with the City of Austin Contract Manager to develop a method or process to address funds used for ineligible travel expenses.	Planned

Skillpoint Alliance - Adult Workforce Gateway Training

This Corrective Action Plan applies to all current contracts Skillpoint Alliance holds with the City of Austin-HHSD. Should HHSD adopt policies in the future that conflict with any content within this document, the newly adopted policies shall supersede.

Finding/Concern	Skillpoint Alliance Management Response	COA HHSD Response	Corrective Action	Status
Finding 3: Form I-9 Employment Eligibility and Verification forms were not fully completed per instructions on the form. Although copies were properly maintained in a separate file, as required, copies were inappropriately placed in the individual personnel file.	Skillpoint Alliance agrees with the Finding and has removed copies of Form I-9 from personnel files.	Conditionally Accepted - Subject to Final approval of Contract Manager	Skillpoint must remove and discard copies of I-9's from the individual file folders.	Completed
Concern 1: Separation of duties for incoming mail containing monetary donations does not follow best practice.	The policy has been revised to state that two staff members must be present when processing monetary donations or funds received. Skillpoint Alliance states that they already keep documentation of agreement between staff members on receipts. Documents will be kept in an accessible location in the Finance Director's office.	Conditionally Accepted - Subject to Final approval of HHSD Contract Manager	<ul style="list-style-type: none"> Revise policy to include best practice that 2 staff members be present when processing monetary donations. Require documentation indicating agreement between staff members on receipts 	Completed
Concern 2: Client files were not distinctly separated and not placed in individual file folders.	Skillpoint Alliance agrees with the Concern. Individual file folders will be established by the end of March.	Conditionally Accepted- Subject to final approval by HHSD Contract Manager	Establish an individual file folder for each program applicant. Folders should be organized in such a way that documents are securely fastened.	Completed

Skillpoint Alliance - Adult Workforce Gateway Training

This Corrective Action Plan applies to all current contracts Skillpoint Alliance holds with the City of Austin-HHSD. Should HHSD adopt policies in the future that conflict with any content within this document, the newly adopted policies shall supersede.

Finding/Concern	Skillpoint Alliance Management Response	COA HHSD Response	Corrective Action	Status
Concern 3: The contractor Bylaws do not establish frequency or minimum number of board meetings	It is a known practice of the Board to meet quarterly, but will officially be incorporated into the Bylaws by the next Board meeting on May 6, 2014.	Conditionally Accepted- Subject to final approval by HHSD Contract Manager	Revise Bylaws to establish minimum of Board meetings per year.	In Progress

DOE Progress Report

1. Award & Recipient: DE-OE0000514 Texas Engineering Experiment Station
2. Title & Principal Investigator: Renewable Microgrid STEM Education & Colonias Outreach Program, PI: Dean Schneider
3. Date of Report: January 30, 2012
Period Covered by Report: October 1, 2011 – December 31, 2011
4. Comparison of Actual Accomplishments with Established Project Goals

Milestone	Accomplished
Project Start (all subcontracts executed) 1 Nov 09	Completed 6 Oct 10
Task 1: Micro-Grid Outreach Program Development & Implementation	
Task 1.1: Microgrid Outreach Program Development Completion by 31 Mar 11	In Progress
Task 1.2: Microgrid Training System Development & Acquisition – Completed 31 Mar 11	Completed 31 May 11
Task 1.3: Microgrid Outreach Curriculum Development – Completed 31 Mar 11	Completed 31 Aug 2011
Task 1.4: Delivery of Microgrid Outreach Training – Completed 30 Sep 13	In Progress
Task 1.5: Assessment – Completed 31 Aug 13	
Task 1.6: Sustainment – Completed 31 May 13	
Task 2: Capstone Experience Program Development & Implementation	
Task 2.1: STEM Education Program Development Completion by 31 Dec 10	Completed 31 Aug 11
Task 2.2: STEM Education Program Curriculum Development – Completed 31 Mar 11	Completed 31 Jul 11 Content development in progress
Task 2.3: Marketing, Promotion, Identification, & Training – Year 1 Completed 30 Jun 11; Year 2 Completed 30 Jun 12	In Progress
Task 2.4 Implementation – Jul 2011 – Aug 2013	In Progress
Task 2.5: Assessment – May 12 - Aug 13	
Task 2.6: Sustainment – May 11 - Sep 13	
Task 3: Program Management & Reporting	
Deliverable 1: Program Management Plan PMP due 30 Nov 09	Completed 19 Oct 10
Final Briefing Due: 2 Sep 2013	
Final Report Due: 30 Sep 2013	

5. Discussion on Accomplishments during Reporting Period.

a. Task 1, Micro-grid Training System.

Deployments and Demonstrations

- Joint Base San Antonio Energy Fair, Randolph AFB, October 26, 2011
- Environmentally Friendly Drilling Workshop – Kingsville TX, Nov 10, 2011

Additional Activities

- Lithium Ion Battery Pack (funded by Texas State Energy Conservation Office – SECO) integration completed – software programming continuing

b. Task 2: STEM Capstone program.

Northeast ISD STEM Academy Pilot Program Execution began on 22 August with 17 students in a class called Engineering Design & Problem Solving.

- Students have research colonia situation and reported findings to STEM Admin and TEES mentors
 - Students selected "Little Mexico" Colonia for bases of design
 - Students have acquired scale aerial view of colonia thru Google Earth
 - Students have calculated anticipated load for 10 homes
 - Students have been researching different types of panels, charge controllers, and inverters, as well as their capabilities, cost, and availability for both the hypothetical design for the colonia and a test bed for our classroom
- Students have designed a test bed and selected appliance to test with
- Students have selected components for hypothetical design for colonia

6. Cost Status (as of 30 Sep 11) – Budget funded at \$549,992. Movement of \$3000 subcontract funding to direct labor for mentor duties for SkillPoint Alliance. Anticipate movement of an additional \$3000 for mentorship of NE STEM Academy mentorship in 1st quarter 2012.

Cost Category	Budget	Quarterly Expense	Expense to Date	Budget Remaining
Labor	\$ 167,107	\$ 11,278	\$ 159,459	\$ 7,648
Travel	\$ 17,500	\$ -	\$ 1,724	\$ 15,776
Other	\$ 84,493	\$ 811	\$ 44,148	\$ 40,345
Subcontract	\$ 116,000	\$ 9,842	\$ 14,418	\$ 101,582
Indirect	\$ 164,892	\$ 10,375	\$ 107,136	\$ 57,756
Total	\$ 549,992	\$ 32,306	\$ 326,884	\$ 223,107

7. Schedule Status. On Schedule. Task 1 Curriculum is outlined but will be tailored to each individual offering.
8. Changes in Approach: None.
9. Actual/Anticipated Problems or Delays: None at this point, however if school recruitment is slow, may request an extension of POP to provide additional opportunities for school participation in school year 2013-2014.
10. Description of Product Produced:
- a. Microgrid Training System completed and demonstration and training events are underway.
 - b. NEISD Engineering Design & Problem Solving class underway.
11. Planned Activities for the next reporting period.
- a. Completion of full curriculum and initial acquisition of experimental components for the NEISD STEM program.

SUBCONTRACTOR MONITORING REPORT			
Contractor Name Foundation for the Inspiration and Recognition of Science and Technology in Texas (FIRST in Texas)		Contract #2913TAN001	Begin Date 6/17/2013 End Date 9/31/14
Person Submitting Form	Jessica Galfas	Date Submitted	4/10/14
Subcontractor Monitored	Creative Pickle		
Dates Monitoring Performed	9/19/13 – 3/13/14		
Person Monitoring Subcontractor	Jessica Galfas		
<p>As required by the General Terms and Conditions, the Grantee shall develop and maintain a sub-contractor monitoring system, acceptable to the Agency, covering any sub-contract it awards from this grant. Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such sub-contract performance period and for as long thereafter as an unresolved deficiency may require.</p> <p>Provide the following information regarding monitoring performed to date.</p>			
DATE/SCOPE REVIEWED			
Monitoring began on September 19, 2013 when we initialized a deposit to Creative Pickle and continued throughout the length of our contract			
SUMMARY OF MONITORING PERFORMED AND PROVISIONS MONITORED			
<p>Email and phone check ins.</p> <p>Competition Hosts Subcontractors will be evaluated based on their ability to meet deadlines associated with hosting FTC Qualifiers, FTC State Championships, managing communications to regional participants, event registration, event planning, training, identifying resources and volunteer recruitment and training.</p> <p>Technical Mentors Were not initialized.</p> <p>Equipment Vendors Subcontractors will maintain a verifiable kit supply inventory, must be able to ship supplies and equipment directly to school robotics teams, must be able to accept payment from FIRST in Texas, and must provide invoices that match distributed equipment to specific grant recipient teams.</p> <p>Web Designer Subcontractors will submit competitive bid for online outreach services; will host an in-person consultation; will provide an initial design concept that includes the ability for teams across the state to access FIRST in Texas grant information, register for regional events, and apply for grants; and launch the final version of the website before the end of Q1 2014.</p>			
ELIGIBILITY MONITORING			
Total Number of Individuals Enrolled in the Program	n/a		
Number of Individual's Files Monitored	n/a		
Number of Files Out of Compliance	n/a		
ELIGIBILITY MONITORING FINDINGS			

SUBCONTRACTOR MONITORING REPORT			
Contractor Name Foundation for the Inspiration and Recognition of Science and Technology in Texas (FIRST in Texas)		Contract #2913TAN001	Begin Date 6/17/2013 End Date 9/31/14
Person Submitting Form	Jessica Galfas		Date Submitted 4/10/14
Subcontractor Monitored	Creative Pickle		
Dates Monitoring Performed	9/19/13 – 3/13/14		
None.			
SUMMARY OF NON-ELIGIBILITY MONITORING FINDINGS			
None.			
CORRECTIVE ACTION PLAN AND SCHEDULE			
None.			
CORRECTIVE ACTION PLAN FOLLOW-UP AND RESULTS			



Bethany Paul

1608B Lightsey Rd Austin, TX 78704
T: 517-980-2514 E: bethanyapaul@gmail.com

Professional Profile I am an extremely dedicated, passionate individual who works diligently to provide for the needs of those around me. With over 5 years of administrative and training experience, the professional skills that set me apart from others include finding innovative ways to problem-solve, successfully completing projects in both individual and group settings, and prioritizing between multiple tasks. I work extremely well under pressure and consistently satisfy the expectations of my superiors.

Experience Longhorn Village August 2010 - current
Human Resources Specialist May 2011 - current

Report to Director of Human Resources in resort-style retirement community. Screen resumes, interview candidates, process pre-employment inquiries, onboard new associates. Conduct exit interviews, investigations, terminations. Mediate employee relations issues. Manage, organize, and update relevant data for 200+ associates. Teach orientation sessions. Process payroll. Complete FMLA requests. Plan and execute employee-related events. Answer multiple Emails, phone calls, and in-person inquiries.

Healthcare Server August 2010 – May 2011
Assisted in obtaining operating license for Health Center through dining services department. Served breakfast, lunch, dinner to skilled nursing and assisted living residents. Cleaned kitchens. Maintained temperature logs. Ensured resident safety with food service.

Journey Imperfect Faith Community August 2010 – October 2012
Volunteer Coordinator/Children & Youth Program Leader
Coordinated children and youth programs within non-profit. Created training program for Sunday School teachers. Wrote lessons. Planned, organized, and ran retreats. Youth and children educator. Maintained and executed multiple volunteer schedules. Evaluated volunteer capabilities and encouraged/directed as necessary.

Grace Covenant Church September 2009 – August 2010
Administrative Assistant, Grace Covenant Church
Matched missionary needs with volunteer availability. Maintained all logistics within worship department. Assisted pastor with budgeting and scheduling. Created weekly meeting documents. Scheduled and assigned multiple volunteers in multiple capacities.

Harleysville Savings Bank December 2007 – June 2009
Teller/Customer Service Representative
Entrusted with cash drawer and cash vault. Assisted manager in daily operations. Utilized sales skills with merchandising of checking accounts, lines of credit, personal loans.

Education Michigan State University

College course work in Music Therapy.

Volunteer Work & Team Leader to Haiti, New Life for Haiti

July 2010 & July 2011

Skills

Organized and led two teams of 10 to remote Haiti. Painted schools, helped with planning for future schools. Learned language skills. Interacted and sang with local children. Established relationships with local residents.

Coordinator of Community Renewal, The Renew Community

June 2008 – June 2009

Opened conversation between local non-profit leaders to determine core community needs. Cared for over 1,000 local residents by coordinating efforts to meet various needs. Interacted with people from various social and economic backgrounds. Organized various activities, including meals at local food pantry

Team Leader, Youth Encounter

August 2006 – August 2007

Connected with over 1,500 youth through music, games, team-building activities, one-on-one interactions. Traveled the Midwest, East Coast, and Denmark with five teammates. Represented team to outside contacts. Reported progress to home office.

Positive, energetic attitude

High proficiency in ADP products (payroll/reporting), MS Office Suite, web

Strong ability to multi-task

80 w.p.m. typing ability

Detail oriented

Excellent organizational skills

References Provided Upon Request

Casey H. Smith

3208 French Place
Austin, TX 78722

415.694.0224
caseyhaneysmith@gmail.com

WORK EXPERIENCE

Skillpoint Alliance January 2011 – present

Austin, TX

Senior Director – Adult Workforce

- Promoted from Gateway Program Coordinator and Gateway Program Manager to Senior Director
- Manage the Adult Workforce Programs (3)
- Oversee and develop strategic direction and implementation
- Supervise 9 employees and develop their professional skills
- Develop and maintain budgetary expectations
- Continuously maintaining focus on funding development

Cooking Up Cultures January 2010-present

Austin, TX

Executive Director

- Founded Cooking Up English
- Established into a 501(c)3 non-profit
- Recruit instructors to operate all language classes
- Develop curriculum for all languages
- Manage volunteer staff
- Recruit students from various avenues
- Outreach to partnering and/or similar organizations

Casey Logan June 2008-November 2009

Austin, Texas

Owner/Designer

- Evaluated sales trends
- Developed plans and strategies to improve sales, production and delivery performance
- Conducted research and surveys to determine clientele
- Prepared business plan and presented to financial advisors and business leaders
- Solved any problems that arose
- Organized the structure of my business
- Trained all sales representatives
- Perfected time management (a result of working two jobs)

Awards and Recognition

- Top ten finalist in Texas Next Top Designer 2009 competition
 - presented business plan and select pieces from current collections

Charming Charlie August 2008-November 2009

Austin, Texas

Co-Manager

- Developed and executed orientation program
- Interpreted financial results to create events that included local businesses to generate cross-sales and support
- Point person for problem resolutions
- Recruited, interviewed, hired, trained and managed upwards of 25 people
- Established prosperous relationships with buyers and public relations managers
- Juggled many roles from marketing, human resources, operations and manager as Co-Manager and adapted to work load accordingly
- Constantly re-evaluated priorities and shifted them where necessary

Neiman Marcus June 2006-January 2008

Palo Alto, California

Department Manager – Designer Handbags and Fashion Accessories

- Appointed as a leader in the store
- Utilized as key person for creating new initiatives and programs
- Frequently presented in front of entire store and customers
- Maintained excellent working relationships with subordinates, peers, superiors, and buyers
- Gathered data on financial results
- Interpreted and forecasted future sales trends
- Compared competition and used that data to communicate needs and ideas to buyers and superiors
- Coached 5 associates to \$1m milestone
- Recruited bi-weekly to build bench
- Regularly trained staff on product knowledge
- Requested, organized, and achieved sales goals for events

Awards and Recognition

- Appointed Head of Incircle and Customer service committees by Store Manager
 - Created skits for meetings to motivate store team
 - Developed customer service seminars designed to educate and increase awareness
- Awarded Rookie of the Year and Communicator of the Year out of 39 stores
 - Awarded Rookie of the Year because of my sales volume increase
 - Awarded Communicator of the Year because of my prompt and accurate feedback to buyers regarding customers, shopping the competition, and overall enthusiasm

Neiman Marcus July 2004-June 2006

Palo Alto, California

Department Manager – Gift Galleries

- Conducted needs assessment and developed training strategies for my staff
- Grew business from \$900k to \$1.2m
- Researched sales history
- Proactively anticipated future sales trends and prepared events to improve performance
- Acclimated to fast paced environment where priorities shifted daily
- Utilized my knowledge from buying office to gain influence on subordinates and customers
- Organized the department by creating easy to find selling tools
- Coached staff into growing their clients and books
- Conducted weekly product knowledge meetings
- Participated in all store meetings by presenting the product from gift galleries to promote inter-store selling
- Lobbied to get various trunk shows and personal appearances; beat sales goals for these events

Awards and Recognition

- Won a trip to New York City from Jay Strongwater brand
 - Awarded for being one of three stores with highest percent of sales over goal

Neiman Marcus May 2002-July 2004

Dallas, Texas

Assistant Buyer - Crystal

- Managed five major crystal brands
- Helped make the buy
- Presented monthly sales projections to head of division
- Prepared purchase orders
- Communicated with all 35 stores on a regular basis through email and phone
- Problem solved with delivery issues
- Created various events and trunkshow packages
- Developed a wine brochure used as a selling tool for all stores
- As a member of the Assistant Buyer Team organized the annual Conclave held in Dallas
- Active in all product development

Awards and Recognition

- Appointed Head of Gift Galleries Newsletter
 - My relationships with the stores, vendors, and buyers made this an enjoyable project to build morale through the division

Norwalk January 2002-May 2002

Dallas, Texas

Design Consultant

- Prepared sales presentations for customers
- Developed relationships with clients and designers
- Trained to close a sale
- Gained product knowledge on fabrics, brands, and production of furniture
- Learned how to work in a commission environment

Awards and Recognition

- Won custom upholstered chair
 - Achieved highest sales for month with \$15k in sales

EDUCATION

Texas A&M University August 1997-December 2001

College Station, Texas

B.S. Business Management, Minor in Entrepreneurial Management

- Co-Chair Howdy Camp 2001
- Counselor Howdy Camp 1998-2000
- Kappa Alpha Theta Sorority 1997-2000
- Skit Prop Coordinator Rush 1999

Parsons School of Design June 1999-July 1999

New York City, New York

Summer Intensive Studies

- Fashion Illustration
- Pattern Making

VOLUNTEER WORK

Youth Counselor

August 2000-2001

GenAustin

November 2008-Present

Medicaid/CHIP volunteer

February 2010-Present

Cooking Up English

April 2010-Present

(817)-789-9567 erinmariecooper@gmail.com
3712 CLARKSON AVE, AUSTIN, TX 78722

ERIN COOPER

EDUCATION

Texas State University *May 2012*
Bachelor of Science, Fashion Merchandising & Business Administration
G.P.A.: 3.27

PROFESSIONAL EXPERIENCE

Skillpoint Alliance- Austin Texas *May 2013- Present*
Adult Workforce Program Assistant
Coordinate communication between clients and program coordinators
Handle intake protocols of applications for Adult Workforce programs
Lead volunteer recruitment initiative, handling all applications, communications and processing
Manage trainee database through CTK

Gateway Program Assistant *October 2012- May 2013*
Handled daily administrative duties of program, including budgeting and operations
Served as first point-of-contact for all applicants and clients
Assisted coordinators and managers in daily tasks

Texas State University Bike Cave- San Marcos, Texas *August 2010- August 2012*
Event Coordinator and Bicycle Repair Instructor
Coordinated local biking awareness events that gained campus wide attention
Taught community members how to repair bicycles on a daily basis
Organized monthly Women's Rides in cooperation with local non-profits to promote female cycling

COMMUNITY AND VOLUNTEER ACTIVITIES

SafePlace *August 2013-current*
Advocate
Completed 40-hour advocate training in order to serve the abused women, children, and men of Austin
Trained to advise victims and survivors of domestic violence on information and resources

Rawson Saunders School *August 2012-October 2012*
In-class Aide/After School Instructor
Responsible for keeping a dyslexic student on track and focused in class
Assisted children with homework and art projects after school hours

San Marcos Community Bike Project *June 2011- August 2012*
Event Coordinator
Coordinated monthly shows and bike-in movie nights to raise funds for tools
Served on planning and coordinating team for San Marcos Bike!Bike!
Advocate for cycling and do-it-yourself bike repair

Jason M. Boys

4017 Victory Drive #151, Austin, Texas 78704; phone: 513.313.5084; email: jasonboys513@gmail.com

EDUCATION

M.A., Communication, University of New Mexico, Albuquerque, NM

July 2013. GPA 3.91/4.0

B.A., Communication (Anthropology Minor), University of Cincinnati, Cincinnati, OH

December 2010. GPA 3.87/4.0

PROFESSIONAL EXPERIENCE

Public Speaking and Interviewing Instructor

Albuquerque, NM 2011-2013

University of New Mexico: Department of Communication & Journalism

- Taught up to 3 standard and accelerated courses per semester with as many as 80 total students
- Administered classes on main campus and Kirtland Air Force Base
- Designed original syllabi, exams, and coursework
- Created and administered curriculum for Freshman Learning Community course
- Advised students on academic plan and course selection
- Won the Outstanding New Teaching Assistant Award for the Department of Communication and Journalism

Volunteer Coordinator

Cincinnati, OH 2007-2010

Taza Coffee

- Organized volunteers to assist with start-up of nonprofit organization
- Served as a committee member for design and implementation of fundraising campaigns
- Planned and oversaw large community gatherings
- Travelled to Medellin, Bogotá, Cartagena, and Santa Marta, Colombia visiting orphanages, schools, and after-school programs in search of potential partners for the organization

Team Leader

Batavia, OH 2000-2007

Ford Motor Company: Batavia Transmission Plant

- Supervised 20 employees
- Facilitated team meetings
- Coordinated daily operations of department
- Trained new employees
- Tracked overtime hours
- Operated forklifts and industrial equipment

SKILLS

Leadership and organizational skills, basic knowledge of Spanish, excellent interpersonal skills, cross-cultural competence, data collection and analysis, strong attention to detail, fundraising, volunteer coordination, computer skills (Mac and PC, Word, Excel, PowerPoint, Adobe, internet), social media, willingness to adapt

PROFESSIONAL MEMBERSHIPS

- National Communication Association (NCA)
- Western States Communication Association (WSCA)
- Graduate and Professional Student Association (GPSA), University of New Mexico
 - Representative for Department of Communication & Journalism

RESEARCH INTERESTS

Social justice in education, environmental communication, intercultural communication, ethnography, quantitative and qualitative research methods, public speaking, interviewing

COMMUNITY ENGAGEMENT

- Community Supported Agriculture (CSA) member: Red Tractor Farm: Albuquerque, NM
- Volunteer for Refugee Well-Being Project, Albuquerque, NM
- Football coach for the *Eastside Jets'* seven-year-old team, Cincinnati, OH
- Coordinator of The 36 Hour Homeless Experience with Dr. MJ Woeste, University of Cincinnati, Cincinnati, OH
- Corryville Community Council member, Cincinnati, OH
- Volunteer for The Outlet – a weekly recreational gathering for homeless men and women in Cincinnati, OH

Justine Salisbury 1701 Riverview Street Austin, TX 78702 727-612-7680 justine.salsbury@gmail.com

WORK EXPERIENCE

NEXT Program Manager

11/13-Present

Professional Development Coordinator

09/12-11/13

Skillpoint Alliance, Austin, TX

- Develop a new intermediate job training program to provide opportunities throughout Central Texas
- Design curriculum and programming relevant to the needs of the industry, organization and clients
- Lead interactive training sessions for adults and youth pursuing workforce training
- Help clients obtain a meaningful career through training and career counseling

Alumni Coordinator

05/10-06/11

Senior University Relations Representative

11/07-05/10

International Studies Abroad (ISA), Austin, TX

- Built and managed relationships with directors, faculty members and advisors at 20 universities in NAFSA Region VII
- Developed strategy to grow each university's internationalization goals
- Established an alumni communication and networking program of internships, social media connections and career building resources
- Managed administrative processes and supervision of 100 alumni interns at 80 universities

Program Coordinator

08/05-08/06

Florida State University-Panama, Panama City, Panama

- Managed services for US students including visas, housing, health, safety, intercultural issues and academic planning
- Organized and implemented on-site orientations and program evaluation processes
- Served as a liaison for faculty and staff at the main campus, including implementation of faculty-led programs
- Budgeted, coordinated and travelled with students on culturally enriching excursions throughout Panama

EDUCATION

Master of Arts, Intercultural Relations

University of the Pacific, Stockton, CA

Degree expected 05/15

- Distinctive program in Intercultural Relations offered by University of the Pacific in conjunction with the Intercultural Communication Institute (ICI) of Portland, OR.

Bachelor of Arts, Spanish and International Affairs

Florida State University, Tallahassee, FL

08/01-05/05

- Spanish language and service learning programs in Valencia, Spain and Turrialba, Costa Rica

VOLUNTEER EXPERIENCE

Meals on Wheels, Austin, TX

06/08-Present

- Deliver meals to homebound clients in East Austin

El Buen Samaritano, Austin, TX

01/12-10/12

- Instructed English to adult learners by creating lessons, facilitating an engaging classroom atmosphere and evaluating students

Scott Drochelman

2410 A Trailside Dr.
Austin, TX 78704

512-809-4955

scottdrochelman@gmail.com

EMPLOYMENT

February 2013- Present

Training Coordinator/ Skillpoint Alliance/ Austin, TX

- Created 16 and 64 hour external trainings which raised \$14,400 for the organization to date.
- Trained 500+ clients to date.
- Worked with Lifeworks to create and implement a lifeskills program for young adults aging out of foster care.
- Implemented trainings for City of Austin employees.
- Deliver weekly trainings to diverse groups aged 15-60, including: children in juvenile detention, wounded veterans, serially unemployed adults and other at-risk populations.
- Developed internal trainings to enhance employees' professional development.
- Renovated all previous curriculum.

January 2012- February 2013

Program Coordinator/ Skillpoint Alliance/ Austin, TX

- Recruited and managed 90+ program participants with an 89% graduation rate and 84% employment rate (nearly double industry average).
- Effectively managed program participants, instructors and community partners while running three simultaneous programs.
- Maintained compliance regulations for all grant funding.

August 2011- January 2012

Trainer/ Gold's Gym/ Austin, TX

March 2011- June 2011

Substitute Teacher/ Pulaski Academy/ Little Rock, AR

February 2010- February 2011

English Teacher/ Chunglam Institute/ Gumi, South Korea

TRAINING

- PREA Sexual Abuse Training
- Big Brothers Big Sisters Mentor Training
- Boystown Therapeutic Method Training

SKILLS

- Photoshop
- InDesign
- iMovie
- MS Office Suite
- Intermediate Spanish

VOLUNTEER

- Big Brothers Big Sisters Austin
- Special Olympics
- Refugee Services

EDUCATION

- University of Missouri**
- Bachelors Degree
- Journalism and Multimedia
- Communication
- December 2008**

Steven Harris

1408 Sanchez St.
Austin, Texas 78702
512-810-8505
dionharris78702@gmail.com

- Skills & Abilities**
- Knowledge of patient centered recovery care techniques
 - High level of adaptability
 - Effective Communication
 - Strong leadership skills
 - Individualized direct patient care
 - First Aid and CPR certified.
 - Maintenance of computer records

-
- Experience**
- PSYCHIATRIC NURSING ASST. III, AUSTIN STATE HOSPITAL** Sept. 2010- Present
- Provides quality psychiatric nursing care in an inpatient setting;
 - Emergency, health, and personal care services to patients;
 - Communicating and interacting with patients therapeutically;
 - Participating in individualized treatment planning;
 - Supervisory responsibilities of a staff of 5 and 23 adult psychiatric patients.
- SALES CONSULTANT/ACCOUNT MANAGER, PROFITFUEL, INC.** Jul. 2007-Aug. 2009
- National Phone Sales
 - Client Account Management
 - Knowledge of website development and search engine optimization
- SUBSTITUTE TEACHER/TEACHER ASST., AUSTIN ISD** Dec.1999-Jun. 2007
- Substitute instruction in Middle and High Schools
 - Course facilitation
 - Classroom Management
- CASEWORKER, SOUTHWEST KEY PROGRAM** Dec. 1997-Sept. 1998
- Managed caseload of up to 20 youth aged 12-17;
 - Intake process at Travis Co. Gardner-Betts Juvenile Detention Center;
 - Facilitate program orientation to youth and parents;
 - Monitor caseload through face-to-face contact;
 - Therapeutic contact with youth, including treatment team meetings;
 - Records management

Education Prairie View A&M University, Prairie View, Texas, B.A. Social Work
Class of 1998

Teresa Durant

12100 Metric Boulevard #1532

Austin, TX 78758

Phone: (512) 814-0516

Email: durant.employment@gmail.com

OBJECTIVE

Obtain a position working within the nonprofit community to benefit others while developing skills for a career in the social services field.

EDUCATION

Bachelor of Arts in Psychology

Huston-Tillotson University, Austin, Texas – May 2011

Business Office Specialist Diploma

Career Academy, Anchorage, Alaska – July 2004

EMPLOYMENT

Gateway Program Manager 2/12-present *Austin, TX*

- ❖ Supervise staff of three to operate rapid job training program
- ❖ Manage funding for program expenses and instructor costs
- ❖ Recruit, hire and train instructors
- ❖ Conduct outreach with area referring partners and municipalities

Youth Care Counselor 4/09-8/11 *Meridell Achievement Center , Liberty Hill, Texas*

- ❖ Assisted in formation of treatment plans for patients.
- ❖ Provided direct care and supervision for assigned patients to ensure patient safety.
- ❖ Conducted daily educational and process counseling groups with patients.
- ❖ Worked with patients to ensure participation in scheduled treatment programming .

Corporate Relations Coordinator 8/07-8/08 *United Way Capital Area, Austin, Texas*

- ❖ Coordinated referrals to resources and services.
- ❖ Ensured efficient and accurate donation processing.
- ❖ Maintained database on donors to ensure quality information was maintained.
- ❖ Ensured data integrity thru regular audit procedures.
- ❖ Resolved issues immediately by identifying needs and providing accurate information.
- ❖ Participated in various cross-departmental administrative teams.

Public Sector Workplace Campaigns 05/06-12/06 *United Way of Anchorage, Anchorage, Alaska*

- ❖ Coordinated referrals to resources and services.
- ❖ Ensured efficient and accurate donation processing.
- ❖ Maintained database on donors to ensure quality information was maintained.
- ❖ Ensured data integrity thru regular audit procedures.
- ❖ Resolved issues immediately by identifying needs and providing accurate information.

Financial Advisor 6/04-2/05 *Career Academy, Anchorage, Alaska*

- ❖ Ensured efficient and accurate state and federal loan processing.

- ❖ Provided students with current information on accounts.
- ❖ Provided financial aid training to students as needed.

Military Police Officer 7/99-4/02 *US Army, Ft. Hood, TX*

- ❖ Protected lives and property on Army installations by enforcing military laws and regulations by controlling traffic, preventing crime, and responding to emergencies.

LUCIE ARVALLO

9620 Sugar Hill Dr., Unit A ▪ Austin, Texas, 78748 ▪ 512-502-4763 ▪ larvall@stedwards.edu

LAW ENFORCEMENT • JUVENILE PROBATION • PRE-LAW

- Highly motivated and energetic Criminology student with strong professional goals.
- Creative, responsible, and reliable individual with excellent problem solving skills.
- Detail oriented individual eager to explore the Criminal Justice field as a career.

EDUCATION

St. Edwards University, Austin Texas

Bachelor of Arts in Criminology

Anticipated date of graduation: May 2016

- *Dean's List*
- *Received Dean's Scholarship*

PROFESSIONAL EXPERIENCE

St. Edward's University - Copy Center

Austin, TX

Copy Center Service Assistant

November 2012 - May 2013

- Acts as primary customer services contact for Copy Center, explains policies and procedures and resolves issues related to Copy Center services
- Responsible for oversight of instructional and administrative materials produced at Copy Center; oversees billing for Copy Center services; ensures quality control for completed orders
- Responsible for compliance with applicable copyright laws; screens material presented for copying to assure compliance
- Coordinates all work order requests for Copy Center, including bookstore orders and work completed during evening and off-hours; schedules and prioritizes work assignments among Copy Center staff.
- Advise and coordinate projects with faculty and staff, on production and copyright issues
- Process departmental billings, including charge backs and student fee-base; maintains records and spreadsheets; provides monthly reports to Accounting Office; coordinates with Accounting personnel to ensure up-to-date budget code information
- Routes work orders to appropriate multi-campus departmental locations

Enterprise Rental Agency

Austin, Texas

Service Car Agent

August 2012 – October 2012

- Took bookings and explained the terms of rental or leasing agreements
- Completed paperwork with the customer and taking payments
- Gathered market intelligence on competitors' activities
- Maintained significant relationships with Car Rental clients and suppliers
- Visited potential and key clients to discuss and help close business deals
- Developed programs to acquire customers and increase market in the target market

COMMUNITY SERVICE

Peer Mentor – *PALS (Peer Assistance & Leadership Skills)*

Spring 2012

MERRY MEMORIES, *Performer*

December 2012, 8hrs

CAT NEWLANDS

10701 Beard Ave, Austin, TX 78701

(512)501-9699

catnewlands@gmail.com

SUMMARY

Versatile, energetic, engaging & effective professional with 13 years experience in program management & 22 years experience working with the underserved. Excellent organizational & communication skills. Strong commitment to support of vulnerable populations in the community. Thrives in fast-paced, collegial environment where clear communication, teamwork & initiative are valued.

WORK HISTORY

SKILLPOINT ALLIANCE, Austin, TX

2010 – current

Deputy Director (7/2012-current)

Director, Adult Workforce (2011-2012)

Director, Gateway (2010-2011)

YMCA of GREATER SEATTLE, Seattle, WA

2005-2010

Family Services & Mental Health

Program Manager (2009-2010)

Family Support Specialist Supervisor (2007-2009)

Family Support Specialist Lead (2005-2006)

BOYS & GIRLS CLUBS of KING COUNTY, Seattle, WA

1999-2003

Program Director, Skyway Branch (2003)

After School Activities Program Coordinator (2002)

Teen Programs Coordinator (Director) (1999-2001)

YMCA of TACOMA-PIERCE COUNTY, Tacoma, WA

1991-1999

Site Supervisor (1997-1998)

Aquatic Staff (1998-1999)

Camp & Youth Programs Staff (1993-1998)

Teen Program Volunteer Staff (1991-1993)

EDUCATION

Bachelor of Arts, Sociology – Deviance & Delinquency | University of Washington | Seattle, WA | **2001**

JUSTIN MINSKER

address

4525a Avenue H
Austin, TX 78705

phone 304.638.9785
email justinminsker@gmail.com

EXPERIENCE

Digital Media Marketing Associate

Ballet Austin Austin, TX Aug 2011- Present

- Manage day-to-day PR, marketing and social media strategies across brand channels to maintain Ballet Austin's integrated marketing and communications platform.
- Create daily content for social media, website, news announcements and e-newsletters.
- Implement new social media strategy including "Photo of the Day" that resulted in 3,500 new Facebook 'fans' in six months. Tracked success through web analytics.
- Develop and implement plan for updating imagery for all marketing elements.
- Create and manage target media lists as well as select relationships with press.
- Design and manage fitness and wellness blog for communication and developing ongoing client relationships for the Ballet fitness program.
- Reports directly to Marketing Director and consistently interfaces with Executive Director and board members.

Communications Specialist

Austin Free-Net Austin, TX Sept 2011-Dec 2011

- Created and implemented comprehensive and measurable public relations and social media strategy.
- Wrote and edited copy for website, e-newsletters, and the organization's blog.
- Created media lists for local outreach along with the story pitch and press kit materials.
- Reported directly to the Development Director.

Communications Associate

CTK Foundation Austin, TX Jan 2011-July 2011

- Wrote, edited press releases to promote upcoming grant opportunities.
- Led successful blogger outreach campaign to promote foundation grants.
- Created effective social media and SEO campaigns across multiple sites.
- Successfully planned, coordinated and executed annual fundraising gala for 100 guests including keynote speakers, entertainment, hotel arrangements and event logistics.

Communications Coordinator

Austin Bat Cave Austin, TX June 2010 - Dec 2010

- Created and coordinated unique social media and email strategy to reach patrons.
- Managed website redesign; trained interns to utilize social media and email strategy.

Public Relations AmeriCorps VISTA

University of Texas at Austin, Austin, TX Aug 2009- Aug 2010

- Initiated and coordinated strategic rebrand for entire organization including a new name and logo for ACE: A Community for Education to increase brand recognition for community awareness.
- Drafted press materials including backgrounders, fact sheets and biographies.
- Implemented strategic social media strategy across all channels; produced, filmed and edited videos blog entries for web site and social media. Maintained and created promotional materials such as brochure, letterhead, and bimonthly newsletter.

Marketing Associate

Marshall Artists Series Huntington, WV Aug 2008-June 2009

- Pitched stories to reporters and worked with local press in covering national touring entertainment events.
- Promoted upcoming entertainment events through traditional and targeted marketing techniques, all serving the artistic community at Marshall University, leading to several sold out events through advanced ticket sales.

JUSTIN MINSKER

address

4525a Avenue H
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email justinminsker@gmail.com

Account Executive Intern

Meridian Chiles Lexington, KY May 2008-Aug 2008

- Assisted in advertising development, research, public relations and event planning for Republic Bank, Toyota Manufacturing, UK Healthcare and the Lexington Legends minor league baseball club.
- Developed creative briefs, responded to client projects, and contacted media outlets for news conferences.

Marketing Director

First Stage Theatre Company Huntington, WV June 2007-May 2008

- Developed successful children's community theatre marketing campaigns for the entire season for the premiere children's theatre group in Huntington.
- Designed posters and purchased ads for TV, radio, newspaper, and outdoor media. One show, Disney's "High School Musical: On Stage", sold over \$80,000 in tickets netting over \$15,000 in revenue to be used for future shows.

EDUCATION

B.A. **Marshall University**, 2008

major Journalism and Mass Communication - Advertising

minor Psychology

TECHNICAL SKILLS

CisionPoint, Meltwater

Adobe Creative Suite

Final Cut Pro, Velocity, DVD Studio Pro, Adobe Audition

Writing consistent with AP Style

Microsoft Word, PowerPoint, Excel, Outlook, FileMaker Pro, Quicken

Very proficient in Mac and Windows

REFERENCES

Stacy Baker

Marketing Director, Ballet Austin

804.426.4466

stacybaker09@gmail.com

Angela Jones

Marketing Director, Marshall Artists Series

304.696.6656

grant2@marshall.edu

Janet Dooley

Assistant Dean, Department of Journalism at Marshall University

304.696.2734

dooley@marshall.edu

Margo E. Dover

4101 Bradwood Rd. * Austin, TX 78722 * margodover@hotmail.com * 512/825-4748

PROFILE

- Experienced, ethical professional with tremendous entrepreneurial spirit
- Compassionate leader, proven team builder who values every member of an organization.
- Visionary who believes every vision must be value –centered and purpose-driven
- Excellent communicator, both oral and written and polished public speaker/presenter
- Highly successful fundraiser including capital campaigns, grants, in-kind support and donations from individuals and organizations
- Strong strategic and organizational planner
- Able to Identify and recruit potential funders from diverse sectors
- Leader in developing collaborations and partnerships
- Experienced Board liaison, legislative liaison and intermediary with foreign dignitaries, business leaders and government officials
- Highly motivated and innovative in PR and marketing areas
- Effective advocate with extensive networks including many of Austin's leading civic and social entrepreneurs
- Extensive global networks including government, academia, non-profit and the private sector
- Dynamic and fearless closer
- Positive personality, upbeat human being, committed to community service and success.

CURRENT

Executive Director, Skillpoint Alliance, Austin 06/2205 – present

EXPERIENCE

VP for Development, **Meals on Wheels and More, Austin**, 03/2001 – 12/2004

- Successfully completed a \$3.2 million Capital Campaign in one year.
- Recruited community leaders to many volunteer positions at the agency including the Capital Campaign Kitchen Cabinet, Board of Directors and Advisory Board
- Raised more money post 9/11 then ever in the history of the organization through intense networking and constant diligence in service to the organization
- Helped create a Ten Year Strategic Plan for the agency
- Expanded the direct mail program in fiscal year 2003 from four (4) annual pieces to six (6) pieces raising in excess of \$700,000, unprecedented for an organization its size in Austin, Texas.
- Created collaborations to expand the donor database including with such organizations as American YouthWorks, The Austin Children's Museum and Communities in Schools

- Created innovative new special events that showcased the programs and volunteers of Meals on Wheels and More in the community.
- Secured pro bono support from MAKOS Advertising for all marketing and ad campaigns since 2001.
- Led an innovative push to create a collaborative marketing agreement with The Scooter Store valued at approximately \$75,000 annually in donations and in-kind support for the organization.
- Hired, trained and managed a grant writer, event coordinator and administrative assistant as well as served as a mentor to other staff members from different departments.
- Worked and played joyfully and wholeheartedly with the entire staff and kitchen team at Meals on Wheels and More
- Delivered meals every Thursday and participated in all...And More programs of the agency from time to time.

President and Co-Founder, **TradeCatalyst**, Austin, 01/2000 – 12/2000

- TradeCatalyst was a unique provider of a platform for civic entrepreneurship and executive services. Unfortunately, while blessed to have Dr. George Kozmetsky as our Special Advisor and very supportive board and advisory board members the economic outlook in 2000 created challenges that the management team (and those who depended on us) could not endure.

Director of the **Texas International Center (TIC) in the Office of Trade and International Relations of the Texas Department of Economic Development**, Austin, TX 04/1997 – 12/1999

- Planned, developed, initiated, directed and supervised all aspects of the TIC, a special project of the Texas Department of Economic Development to strengthen international trade and investment opportunities and relationships.
- Performed highly advanced administrative work based on contact with a wide range of high level business executives and foreign dignitaries
- Identified and recruited appropriate representatives from targeted foreign countries to serve in the TIC
- Identified and secured sources of public and private funding to promote the goals and objectives of the TIC
- Oversaw all elements of contract preparation and execution associated with representatives from foreign countries serving in the TIC
- Served as primary point of contact for all individuals, agencies, businesses or countries/states that had interest in the TIC and other international trade initiatives
- Led business missions to Asia, South America, Mexico and Canada as well as hosting inbound mission from around the globe.
- Determined day-to-day procedures for use by all of the individual in the TIC
- Evaluated statistical data, interpreted the results and prepared reports concerning status, activities and accomplishments of the TIC and its occupants
- Testified on behalf of Texas International Center during the legislative session and in front of the Sunset Commission

- Served as lead coordinator for EUROTEx Information Technology Partnerships. EUROTEx was created in response to Governor George W. Bush's invitation to the EU to send over its best IT companies to meet with Texas/US IT companies. 1,045 meetings took place over two days, as well as a G-8 meeting being held at the conference. Today EUROTEx is still sighted as the most successful conference ever hosted by the State of Texas.

President, **Representation Resources**, Austin, TX 1991 – 1997

- Represented small businesses in their efforts to expand or enhance their operations through building strategic relationships either locally or globally.
- Leveraged the strong relationships built during my years of living abroad to build an exciting global network of entrepreneurs, research partners and service providers to assist my clients with achieving their goals.

President, **Columbus International College**, Spain and Argentina, 1985 – 1991

- Co-founded and led all recruitment and marketing initiatives for two highly successful American Junior College programs abroad in concert with Broward Community College, Broward County, Florida.
1985 in Marbella, Spain
1987 in Buenos Aires, Argentina

PERSONAL AWARDS

THE ACADEMY OF TRANSDISCIPLINARY LEARNING & ADVANCED STUDIES
(TheATLAS) RAMAMMOORATHY & YEH Transdisciplinary Distinguished Achieve Award, May 2010

- In recognition of distinguished and meritorious achievement in transdisciplinary research and education as evidenced by use of transdisciplinary creative innovative methods in solving complex problems and outstanding leadership in transdisciplinary education and its activities.

Austin Business Journal, **PROFILES IN POWER AWARD**, May 2010

Tokyo Electron & Austin Children's Shelter, August 2010, **VOLUNTEERISM AWARD**

Section 0620

Program Performance Measures and Goals

OUTPUT MEASURES

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	70	286	356

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	190	772	962

<u>OUTPUT # 3 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of Employer Partners	100	N/A	100

<u>OUTPUT # 4 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Average hourly wage of recent graduates who became employed after training.	\$11.00	N/A	\$11.00

OUTCOME (RESULTS) MEASURES

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of Gateway graduates who report increased income (numerator)	49
Number of Gateway participants who successfully complete the program (graduates) (denominator)	63
Percentage of Gateway graduates reporting increased income (outcome rate)	78%

Total Program Performance – OUTCOME # 2 (Required)	Total Program Annual Goal
Number of Gateway graduates earning at least \$11.00 per hour (numerator)	37
Number of Gateway graduates who report increased income	49
Percentage of Gateway graduates earning at least \$11.00 per hour (outcome rate)	76%

Total Program Performance – OUTCOME # 3 (Required)	Total Program Annual Goal
Number of Gateway graduates receiving healthcare benefits from their employer (numerator)	30
Number of Gateway graduates who report increased income (denominator)	49
Percentage of Gateway graduates receiving healthcare benefits from their employer (outcome rate)	61%

Section 0620
Program Performance Measures and Goals

Total Program Performance – OUTCOME # 4 (Required)	Total Program Annual Goal
Number of Employer Partners offering jobs to Gateway participants (numerator)	20
Number of Employer Partners (denominator)	100
Percentage of Employer Partners offering jobs to Gateway participants (outcome rate)	20%

Total Program Performance – OUTCOME # 5 (Required)	Total Program Annual Goal
Number of Gateway graduates who obtain employment in a high demand occupation (numerator)	45
Number of Gateway graduates who report increased income (denominator)	49
Percentage of Gateway graduates who obtain employment in a high demand occupation (outcome rate)	92%

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)

Section 0625

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Adult Workforce Director	.15
Gateway Manager	.20
NEXT Manager	.15
Adult Workforce Management Assistant	.20
Gateway Coordinators	.60
NEXT Coordinators	.20
Gateway Program Assistant	.25
Executive Director	0.10
Deputy Director	0.10
Finance Director	0.20
Finance Assistant	0.20
Communications Manager	0.10
IT Specialist	0.10
Office Manager	0.10
Office Assistant	0.10
TOTAL FTEs =	2.75

Section 0630
Program Budget and Narrative

Program's Line Item Budget	<input checked="" type="checkbox"/> SHORT-TERM TRAINING OR <input type="checkbox"/> LONG-TERM TRAINING	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL			
1. Salaries plus Benefits	\$51,090	\$411,983	\$463,073
A. Subtotals: PERSONNEL			
OPERATING EXPENSES			
2. General Operating Expenses	\$18,805	\$104,022	\$122,827
3. Consultants/ Contractuals	\$101,950	\$244,050	\$346,000
4. Staff Travel - <u>Out of Travis County</u>	\$3,000	\$25,623	\$28,623
5. Conferences/Seminars - <u>Out of Travis County</u>	\$3,000	\$10,284	\$13,284
B. Subtotals: OPERATING EXPENSES	\$126,755	\$383,979	\$510,734
DIRECT ASSISTANCE for PROGRAM CLIENTS			
6. Food/Beverage for Clients	\$1,500	\$3,500	\$5,000
7. Financial Assistance for Clients	\$18,655	\$71,345	\$90,000
8. Other (<i>specify</i>)	\$2,000	\$8,000	\$10,000
C. Subtotals: DIRECT ASSISTANCE	\$22,155	\$82,845	\$105,000
CAPITAL OUTLAY (with per Unit Cost over \$5,000/unit)			
9. Capital Outlay	N/A	N/A	N/A
D. Subtotals: CAPITAL OUTLAY	N/A	N/A	N/A
TOTALS			
GRAND TOTALS (A + B + C + D)	\$200,000	\$878,807	\$1,078,807
PERCENT SHARE of Total for Funding Sources:	19%	81%	100%

Section 0630

Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	Three (3) Gateway Construction Tech Instructors	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 09/30/2016
Services to be Subcontracted	Provides specialized training for electrical, HVAC, and/or plumbing trades; contractor will meet National Center for Construction Education and Research (NCCER) eligibility standards for instruction and certification for participants.	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$23,200	<u>ALL OTHER Sources amount</u> \$ 31,800	<u>TOTAL</u> \$ 55,000

SUBCONTRACTOR #2		
Name of Subcontractor	Johnny Martinez	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 09/30/2016
Services to be Subcontracted	Provides training and authority to certify OSHA 10 to participants through Texas A&M Engineering Extension Service (TEEX)	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$3,300	<u>ALL OTHER Sources amount</u> \$ 7,950	<u>TOTAL</u> \$ 11,250

SUBCONTRACTOR #3		
Name of Subcontractor	CPR for Pets and People	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 9/30/2016
Services to be Subcontracted	Provides training and authority to certify First Aid/CPR/AED to participants through the National Safety Council	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ 2,250	<u>ALL OTHER Sources amount</u> \$ 12,750	<u>TOTAL</u> \$ 15,000

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

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Program Budget and Narrative

SUBCONTRACTOR #4		
Name of Subcontractor	Health Training Services	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 9/30/2016
Services to be Subcontracted	Provides specialized training for Nurse Aides and has the authority to submit testing paperwork through Texas Department of Aging and Disability (TDADS) for participants to sit for their state exam	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ 14,000	<u>ALL OTHER Sources amount</u> \$ 84,000	<u>TOTAL</u> \$ 98,000

SUBCONTRACTOR #5		
Name of Subcontractor	One (1) Gateway Machine Operator Instructor	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 9/30/2016
Services to be Subcontracted	Provides specialized training for machine operator training; contractor will meet National Institute for Metalworking Skills (NIMS) eligibility standards for instruction and certification for participants.	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ 9,600	<u>ALL OTHER Sources amount</u> \$ 51,150	<u>TOTAL</u> \$ 60,750

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SUBCONTRACTOR #6		
Name of Subcontractor	(1) One Computer Programmer Instructor	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 9/30/2016
Services to be Subcontracted	Instructor will be certified to teach industry demanded software such as Unity, JavaScript, Raspberry Pi, Arduino, Ruby on Rails, or Wordpress	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ 9,600	<u>ALL OTHER Sources amount</u> \$ 38,400	<u>TOTAL</u> \$ 48,000

SUBCONTRACTOR #7		
Name of Subcontractor	Ray Marshall Center	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/1/2015	End date: 9/30/2016
Services to be Subcontracted	Ray Marshall Center will provide the third party research and evaluation of the effectiveness of the Gateway program under this award	
Number of Clients to be Served (if applicable)	Fifteen (15) adults at a time, per cohort	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ 40,000	<u>ALL OTHER Sources amount</u> \$ 18,000	<u>TOTAL</u> \$ 58,000

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form. Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	<p>Skillpoint calculates fringe benefits at 30% of the fulltime employee's annual salary. Included in this calculation is SSI and other benefits as follows:</p> <ul style="list-style-type: none"> • Skillpoint pays 100% of employee life insurance, • Skillpoint pays 90% of employee medical, prescription, dental, and vision insurance. • Skillpoint pays 50% of spouse and/or dependent medical, prescription, dental, and vision insurance. <p>Matching Funds: Skillpoint provides a 2% match toward a participating employee's 401K contributions. Any employee over the age of 18 can participate in the plan.</p>
OPERATING EXPENSES	

Section 0630

Program Budget and Narrative

2. General Operating Expenses	The remaining \$18,805 will cover 15% of Adult Workforce general operating costs incurring during the year, which may include rent, in-town staff mileage, internet service, online database management, office supplies, staff development, printing and duplication, advertising and outreach, and annual audit.
3. Consultants/ Contractuals	This budget includes: \$61,950 to hire contracted instructors to deliver technical training in the National Center for Construction Education and Research (NCCER), National Institute for Metalworking Skills (NIMS), Texas Department of Aging and Disability Services (TDADS) curriculum for which Skillpoint Alliance is the certifying body at 22% of contracted instructor fees for Gateway programs for Travis County residents, with the remainder of funds matched by County, industry, and foundation funding. Also included is \$40,000 to hire the Ray Marshall Center for research and evaluation services.
4. Staff Travel - <u>OUT of Travis County</u>	\$3,000 to cover mileage for travel to recruit participants transitioning from the base at Ft. Hood to Austin. Skillpoint is an approved provider and presenter for veterans transitioning to civilian life.
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	\$3,000 to cover costs for travel and attendance for speaking on panels at state-wide conferences to highlight the partnerships and model built with the City of Austin and other key partners in Skillpoint's success.
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	\$1,500 for adult students when visiting job sites as part of the Adult Workforce training programs – at all other times participants provide their own food.
7. Financial Assistance for Clients	\$18,655 to cover industry-demanded certifications: federal (\$35 per person EPA exam for HVAC technicians) and state exams (\$97 per person for NACES exam for Nurse Aides), state licenses (\$20 per person for TDLR Electrical Apprentice and HVAC Technician; and \$20 per person for State Board of Plumbing Examiners Plumbing Apprentice License), background checks (\$25 per person); tools for employments (\$150 per person includes for example: tool belts, wire cutters, duct ties, measuring tapes, padfolio, calculator, scrubs, and gait belts). We also earmark up to \$100/person for participants in need of immunizations to obtain employment in hospitals and long term care facilities.
8. Other Direct Assistance (<i>must specify</i>)	\$2,000 to cover emergency childcare, transportation, rent assistance, or utility assistance that will prevent a participant from attending training
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (<i>must specify</i>)	Skillpoint is NOT seeking funding for capital outlay at this time. All program expenses are below \$5,000 per item.

Section 0635

Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Economic Development Contract	10/1/2015	9/30/2016	\$200,000
Travis County	Health & Human Services	9/1/2015	8/31/2016	\$217,483
Texas Workforce Commission	Wagner Peyser	10/1/2015	9/30/2016	\$400,000
Texas Workforce Commission	Self Sufficiency Fund	7/1/2014	6/30/2017	\$47,300
Texas Veterans Commission	Fund for Veterans' Assistance	7/1/2015	6/30/2016	\$52,500
Travis County	Juvenile Services	5/1/2016	8/31/2016	\$40,000
City of Austin	Convention Center	1/1/2015	12/31/2015	\$34,000
City of Austin	Social Services	10/1/2015	9/30/2016	\$384,600
FUNDING AMOUNT TOTAL:				\$1,175,883

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Skillpoint Alliance					
Physical Address	201 East 2nd Street, Suite B					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/>	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Skillpoint Alliance

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

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

Answer: (1) Texas Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____