



Amendment No. 3  
to  
Contract No. NA170000074  
for  
Mobile Market Management  
between  
Farmshare Austin  
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 option will remain.
- 2.0 The City hereby amends the above reference contract to add the attached Deliverables and Budget Statement.
- 3.0 The total contract amount is increased by \$72,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/01/2017- 09/30/2017	\$58,000.00	\$58,000.00
Amendment No. 1: Increase in funding. 8/8/2017	\$14,500.00	\$72,500.00
Amendment No. 2: Option 1. – Extension 10/01/2017- 09/30/2018	\$72,500.00	\$145,000.00
Amendment No. 3: Option 2. – Extension and attachements 10/1/2018 – 9/30/2019	\$72,500.00	\$217,500.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 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.
- 6.0 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.

Sign/Date: Andrea Abel 9-26-18

Printed Name: ANDREA ABEL  
Authorized Representative  
Farmshare Austin  
3608 River Road  
Cedar Creek, TX 78612

Sign/Date: Sarah B. Ramos

Sarah B. Ramos  
Procurement Specialist II  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

Farmshare Austin Scope of Work- Fiscal Year 2019				
Deliverable	Activity	Back Up Documentation	Interim Due Date	Final Due Date
D-1 Assess the expansion of a mobile produce market.	A-1 Consult with relevant partners, local community leaders, and residents. Engage site owners to assess readiness for hosting a mobile produce market.	Spreadsheet of potential sites with community partners and outreach strategies, meeting agendas/notes.	Ongoing	9/30/2019
D-1 Assess the expansion of a mobile produce market.	A-2 Identify at least 5 potential future sites that prioritize low-income areas experiencing high rates of food insecurity and chronic disease risk factors, as well as have limited access to grocery stores. Align with outcomes and recommendations from Food Environment Analysis when possible.	Spreadsheet of exisiting and potential sites with justification for location selection (same spreadsheet as above)	Ongoing	9/30/2019
D-2 Further develop supply chain capacity for healthy food retail initiatives.	A-1 Continue to futher develop supply chain for staple (non-produce) products sold at the mobile markets.	Spreadsheet documenting source, product, cost, availability, etc	Ongoing	9/30/2019
D-2 Further develop a supply chain capacity for healthy food retail initiatives.	A-2 Continue to develop a Texas-sourced produce supply chain for produce to be sold at mobile markets. Expand availability of fruit at markets (at least 1 fruit option available for sale at most markets)	Spreadsheet documenting source, product, cost, availability, etc. (Same spreadhseet as above)	Ongoing	9/30/2019
D-2 Further develop supply chain capacity for a mobile produce market.	A-3 Incorporate pricing analysis developed by COA business consultant, contingent upon acquisition of adequate funding to support subsidized pricing.	Pricing model that includes affordability definition, as well as subsidies and incentives when necessary		9/30/2019
D-3 Implement a mobile market program.	A-1 Offer the Double Dollar Incentive Program and accept SNAP at every mobile market location.	Market transaction logs, SNAP receipts	Ongoing	Completed
D-3 Implement a mobile market program.	A-2 Develop and implement market reporting strategy to track activities, purchases, sales, feedback from each mobile market location	Market transaction logs, sales reports (Square), feedback from customers	1/18/2018	9/30/2019
D-3 Implement a mobile market program.	A-3 Develop a system to take product recommendations and comments from customers.	Templates, documentation of recommendations from customers	1/18/2018	9/30/2019
D-3 Implement a mobile market program.	A-4 Operate the mobile market in a minimum of 7 market locations on a weekly basis with Texas-sourced produce and staple goods using pricing model. At a minimum, provide 9 market operational weeks in fall season (all 7 locations), 16 market operational weeks in Spring season (all 7 locations), and 6 market operational weeks of the summer (2 locations), leading to 187 market operational days and 1870 customer encounters. Occassional unanticipated bad weather days may result in unexpected market closure.	Square sales reports, market transaction logs	Ongoing	9/30/2019
D-3 Implement a mobile market program.	A-5 Implement communications plan and outreach strategy that aligns with existing marketing materials (Fresh For Less); work with hired consultants, implement outreach plan.	Outreach plan spreadsheet. Flyers, outreach and promotional materials, etc	Ongoing	9/30/2019
D-3 Implement a mobile market program.	A-6 Continue Veggie of the Week to provide opportunities for customers to try new produce and/or learn a new way to prepare familiar produce that is sold at the mobile market in non-merge model sites. SFC will provide information and outreach at merge model sites.	Outreach plan, materials, recipes, tips, signage, etc	Ongoing	9/30/2019
D-3 Implement a pilot mobile produce market.	A-7 Update the Standard Operating Procedure (SOP) that provides step by step operations for running the mobile markets, outlines best practices, lessons learned, and provides methods of business for long term sustainability.	SOP	1/31/2019	9/30/2019
D-3 Implement a mobile market program.	A-9 Evaluate feasibility/continuation after each season utilizing the evaluation rubric being developed jointly by SFC and FSA	Market transaction logs, sales numbers, SNAP and Double Dollars sales	Ongoing	9/30/2019
D-3 Implement a mobile market program.	A-10 Furnish all necessary services, qualified personnel, materials, equipment, transportation/travel, and facilities. Purchase equipment and all related supplies.	Timesheets, equipment purchase receipts, etc	Ongoing	9/30/2019
D-3 Implement a mobile market program.	A-11 Ensure that all permitting and licensing regulations are met in order to operate the van and operate the mobile market.	Insurance documents, permit documents	Ongoing	9/30/2019
D-4 Pilot Merge Market Model	A-1 Operate 2 weekly Merge Model Markets under a subcontract with Sustainable Food Center (SFC) resulting in 9 operational weeks in Fall season, 16 operational weeks in Spring season resulting in 50 Farm Stand Operational days and 500 customer transactions; SFC will provide outreach and promotion of these Markets, Farmshare will manage Market including procurement and logistics	Market Transaction logs, sales numbers, SNAP and Double Dollars Sales	Ongoing	9/30/2019
D-4 Pilot Merge Market Model	A-2 Partner with SFC on pilot Merge model at one or two additional Market location (St. Johns and one other); SFC staff provides outreach and information at these locations using a community health worker/promotora model.		Ongoing	9/30/2019
D-5 Program reporting.	A-1 Complete monthly reporting and submit to APH Program Coordinator by the 15th day of the month.	Monthly programmatic and financial reports through e-mail and uploads; provide total market days, total customer encounters per market, and sales per market on a monthly basis	Monthly	Monthly
D-5 Program reporting.	A-2 Participate and assist with the evaluation team for the Mobile Markets.	Sharing of reporting documents and Evaluation Team deliverables	Ongoing	9/30/2019

Farmshare Austin				
Mobile Markets Budget				
FY19: Contract Term 10/1/18-9/30/19				
	Item			Budget
	PERSONNEL			
1	Salaries			\$ -
	Executive Director	6 hrs/mo @ \$34.62 * 12 mo		\$ 2,493
	Mobile Market Manager	70 hrs/mo @ \$19.2 * 12 mo		\$ 16,128
	Mobile Market Coordinator 1	70 hrs/mo @ 18 * 11 mo		\$ 14,256
	Mobile Market Coordinator 2	55 hrs/mo @ \$18 * 9 mo		\$ 8,910
	Mobile Market Coordinator 3	40 hrs/mo @ \$18 * 8 mo		\$ 7,344
	Asst. Farm Manager	20 hrs/mo @ \$14.40 * 10 mo		\$ 2,880
	Bookkeeper	\$118.37/mo * 12 mo		
2	Fringe			\$ -
<b>A</b>	<b>SUBTOTAL - PERSONNEL</b>			<b>\$ 52,011</b>
	OPERATING EXPENSES			
3	Supplies			
4	Consultants / Contractual			\$ 1,420
5	Travel			
6	Equipment			
7	Other			
	Insurance - Auto			\$ 2,812
	Insurance - Worker's Comp			\$ 5,558
	Insurance - General Liability			\$ 1,108
	Annual Review			\$ 3,000
<b>B</b>	<b>SUBTOTAL - OP. EXPENSES</b>			<b>\$ 13,898</b>
	CAPITAL OUTLAY >\$1,000			
8	List items (only capital > \$1,000)			\$ -
<b>C</b>	<b>SUBTOTAL - CAPITAL</b>			<b>\$ -</b>
	INDIRECT			
<b>D</b>	Indirect expense @ 10%			\$ 6,591
	<b>SUBTOTAL - INDIRECT</b>			<b>\$ 6,591</b>
	TOTALS (A+B+C+D)			
				<b>\$ 72,500</b>



Amendment No. 2  
of  
Contract No. NA170000074  
for  
Mobile Market Management  
between  
Farmshare Austin  
and the  
City of Austin

1.0 The City hereby amends the contract as follows:

1.1. Exercises the extension option for the above mentioned contract. Effective October 1, 2017 to September 30, 2018, three options remain.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 02/01/2017 – 09/30/2017	\$58,000.00	\$58,000.00
Amendment No. 1: Increase in funding.	\$14,500.00	\$72,500.00
Amendment No. 2: Option 1. (10/01/2017 – 09/30/2018)	\$72,500.00	\$145,000.00

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

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

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.

Signature and Date: Anchea Abel 10-6-17

Signature and Date: Marty James 10-11-2017

Printed Name:  
Authorized Representative  
Farmshare Austin  
3608 River Road  
Cedar Creek, TX 78612

Marty James, Procurement Specialist II  
City of Austin  
Purchasing Office





Amendment No. 1  
of  
Contract No. NA170000074  
for  
Mobile Market Management  
between  
Farmshare Austin  
and the  
City of Austin

1.0 The City hereby amends the contract as follows:

1.1. Increases the contract amount by \$14,500 for the first term and each extension option.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 02/01/2017 – 09/30/17	\$58,000.00	\$58,000.00
Amendment No. 1: Increase in funding.	\$14,500.00	\$72,500.00

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

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

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.

Signature and Date: Andrea Abel 8-7-17

Signature and Date: Marty James 08-08-2017

Printed Name: **ANDREA ABEL**  
Authorized Representative **EXECUTIVE DIRECTOR**  
Farmshare Austin  
3608 River Road  
Cedar Creek, TX 78612

Marty James, Procurement Specialist II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
FARMSHARE AUSTIN (“Contractor”)  
for  
Mobile Market Management  
NA170000074**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between FARMSHARE AUSTIN having offices at 3608 River Road, Cedar Creek, TX 78612 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP MHJ0110.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposals, MHJ0110 including all documents incorporated by reference
- 1.1.3 FARMSHARE AUSTIN Offer, dated 11/29/2016, including subsequent clarifications
- 1.1.4 Revised Budget Statement, dated 12/27/2016.
- 1.1.5 Revised 0400, Supplemental Purchasing Provisions, dated 01/16/2017.

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

**1.3 Term of Contract.** The Contract will be in effect for an initial term of the contract award date through September 30, 2017 and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$58,000.00 for the initial Contract term and \$58,000.00 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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

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

**FARMSHARE AUSTIN**

ANDREA ABEL  
Printed Name of Authorized Person

Andrea Abel  
Signature

EXECUTIVE DIRECTOR  
Title:

FEBRUARY 1, 2017  
Date:

**CITY OF AUSTIN**

Marty James  
Printed Name of Authorized Person

Marty James  
Signature

Buyer II  
Title:

02-01-2017  
Date:

<b>i. Personnel</b>	Assumption: FSA runs 6 sites concurrently by Sept 2017 for 8 months		
(1) Personnel Category	(2) Estimated Hours	(3) Rate	(4) Total
Operations Director 30hrs/mo*8	240	\$19.50	\$4,680.00
Market Coordinator 120hrs/mo*8	840	\$19.50	\$16,380.00
Outreach Associate 60hrs/mo*7	420	\$19.50	\$8,190.00
Bookkeeper 8hrs/mo*8	64	\$50.00	\$3,200.00
Farm Manager 35hrs/mo*8	280	\$19.50	\$5,460.00
<b>Category Total</b>			<b>\$37,910.00</b>
<b>ii. Fringe &amp; benefits</b>			
<b>Category Total</b>			<b>\$0.00</b>
<b>iii. Office supplies</b>			
(1) Product	(2) Justification		
Market Promotions	Flyers and Signs		\$500.00
Supplies	Bins, signs, table cloths, other supplies		\$400.00
<b>Category Total</b>			<b>\$900.00</b>
<b>iii. Other Direct Costs</b>			
(1) Product	(2) Justification		
FSA Produce subsidy	\$10/market		\$1,500.00
One Popup Tents	\$98/each		\$98.00
One Folding Table	\$50/each		\$50.00
Special Events materials	2 special events @ 100/event		\$200.00
Vehicle Maintenance	Vehicle maintenance		\$2,000.00
Gas for transportation	1200 miles at state rate		\$648.00
Audit	Annual Review		\$3,000.00
Insurance	Liability Insurance		\$1,200.00
	Workman's comp		\$5,223.00
<b>Category Total</b>			<b>\$13,919.00</b>
Administrative Share	10% rate covers share of accounting, program assets, etc.		\$5,271.00
<b>vii. Total</b>			<b>\$58,000.00</b>





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** MHJ0110

**DATE ISSUED:** 11/14/2016

**COMMODITY CODE:** 95243

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

Primary Contact:

Marty James

Buyer II

**Phone:** (512) 974-3164

**E-Mail:** [Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:**

Mobile Market Management

**PROPOSAL DUE PRIOR TO:** 12/01/2016 2:00 PM (CT)

**PROPOSAL CLOSING TIME AND DATE:** 12/01/2016 2:15 PM (CT)

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please  
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as  
shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ0110	Purchasing Office-Response Enclosed for Solicitation # MHJ0110
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the  
responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the  
time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving  
on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPIES OF YOUR RESPONSE**  
(Electronic copies should be a single scanned file of the original proposal on a USB 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	8
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	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
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* 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 the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 8<sup>th</sup> 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.**

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: Farmshare Austin

Company Address: 3608 River Road

City, State, Zip: Cedar Creek, TX 78612

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Taylor Cook

Title: Executive Director

Signature of Officer or Authorized Representative: [Signature]

Date: 11/29/2016

Email Address: info@farmshareaustin.org

Phone Number: (817) 896-7618

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



**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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Farmshare Austin	
Physical Address	3608 River Road	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No



Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding Company Name Farmshare Austin

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Sustainable Food Center  
Name and Title of Contact Andrew Smiley  
Project Name Community Farm stands  
Present Address 2921 E 17th st.  
City, State, Zip Code Austin, Tx 78702  
Telephone Number (512) 236-0074 Fax Number ( )  
Email Address andrew@sustainablefoodcenter.org
  
2. Company's Name Hornsby-Danlap Elementary School  
Name and Title of Contact Samantha Sanchez-Cook  
Project Name Mobile Farmer's Market  
Present Address 13901 Fm 969  
City, State, Zip Code Austin, Tx 78724  
Telephone Number (512) 386-3650 Fax Number ( )  
Email Address Samantha.sanchez@duisd.net
  
3. Company's Name Patricia Burton  
Name and Title of Contact HOA President  
Project Name Mobile Farmer's Market  
Present Address 12612 Campana Dr.  
City, State, Zip Code Del Valle, Tx 78617  
Telephone Number (512) 282-3516 Fax Number ( )  
Email Address greene-eyes5@yahoo.com

**Section 0835: Non-Resident Bidder Provisions**

Company Name Farmshare Austin

- 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: 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: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	RFP MJH0110
PROJECT NAME:	Mobile Market Management

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall 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 or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
<u>Farmshare Austin</u>	
Company Name	
<u>Taylor Cook, Executive Director</u>	
Name and Title of Authorized Representative (Print or Type)	
<u>[Signature]</u>	<u>11/29/2016</u>
Signature	Date



**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER:	RFP MJH0110
PROJECT NAME:	Mobile Market Management

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Farmshare Austin		
Address	3608 River Road		
City, State Zip	Austin, TX 78612		
Phone Number	817-896-7618	Fax Number	
Name of Contact Person	Taylor Cook		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Taylor Cook, Executive Director  
Name and Title of Authorized Representative (Print or Type)

Taylor Cook  
Signature

11/29/2016  
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

## **Executive Summary**

For the last few years, Farmshare Austin has been collaborating with non-profits, universities, local farms, schools, and the City of Austin to develop innovative food access programs. We are a 501c3 that operates an organic farm in Eastern Travis County to provide education and training opportunities to aspiring organic farmers in Central Texas. The produce grown at the farm has been used to support our food access programs. As a small non-profit we have been in a unique position to collaboratively develop programs and provide premium fresh, local, organic produce at affordable prices with the support of grant funds.

With the Mobile Produce Market grant, Farmshare will continue and expand the mobile farmer's market that was started in 2016 with support from the City of Austin. We will continue to operate four sites and expand to two new sites before September, 2017. We will also collaborate with similar programs on joint communications and ensure that food access programs maximize their impact in the City.

# Mobile Produce Market

## RFP 9100 MHJ0110

### Farmshare Austin's Proposal

December 1, 2016

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## **Tab 1. City of Austin Purchasing Documents**

- 1.1 Signed Offer Sheet**
- 1.2 Section 0605 - Local Business Presence Form**
- 1.3 Section 0700 - Reference Sheets**
- 1.4 Section 0835 - Non-Resident Bidder Provisions**
- 1.5 No Goals Utilization Plan.**

## **Tab 2. Business Organization**

Farmshare Austin is incorporated in Texas as a non-profit corporation. Our Board of Directors includes:

- Michael Klug, Chair
- Lisa Lee, Treasurer
- Steve Hake, Secretary
- Kerri Rainey
- Errol Schweizer

Farmshare Austin incorporated in 2013 and hired its first staff member, Executive Director Taylor Cook, in December 2013. In January, 2017, Taylor will transition to a new role as the Operations Director, and Andrea Abel will become the Executive Director. Other staff include a Farm Manager, Mobile Market Coordinator, and Lead Instructor.

- Mailing Address: 5413 Evans Ave. Austin, Texas 78751
- Location of Business: 3608 River Road Cedar Creek, Texas 78612

## **Tab 3. Authorized Negotiator**

Taylor Cook, Operations Director  
5413 Evans Ave.  
Austin, Texas 78751  
[info@farmshareaustin.org](mailto:info@farmshareaustin.org)  
817-896-7618

## **Tab 4. System Concept and Solution**

Farmshare Austin recognizes that the Mobile Market Management RFP is an important opportunity to continue to develop the Mobile Farmer's Market Program, expand to new sites, and leverage Farmshare's sourcing experience. To meet the requirements of this RFP, Farmshare Austin will conduct work in two phases:

- Planning: Identify and launch new mobile market sites and, potentially, a pilot Regional Food Hub

- Operations: Operating existing and new mobile market sites and, potentially, the pilot Regional Food Hub

#### 4.1 Planning

Before being awarded the 2016 contract for the Mobile Market pilot program, Farmshare Austin worked closely with the Sustainable Food Center (SFC) on school and community farm stands. In the pilot program, we worked with SFC and the Austin/Travis County Health and Human Services Department (HHSD) to identify sites, collaborate on marketing, and provide produce to the Mobile Market and Community Farm Stand Programs. We also operated four weekly Mobile Markets in identified food deserts in Austin and Travis County. Farmshare Austin will continue to work closely with SFC, HHSD, and stakeholders to complete planning activities for the 2017 program.

In the first half of 2017 we will work with partners to identify and plan operations in two new sites in Austin/Travis County. The two new sites would launch before September 2017. As part of the planning process we will work with HHSD to market the identified sites in those communities. We will participate with partners and HHSD in any food hub planning activities. We will also work to identify two special events in which the mobile market can participate in 2017.

#### 4.2 Operations

Farmshare will operate four markets a season and participate in two special events. Farmshare will work with a sourcing solution identified by the HHSD.

#### 4.3 Project Timelines

Activity	Project Month							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Planning</b>								
Identify two new sites								
Identify two special events								
<b>Operations</b>								
Continue current markets								
Launch two new sites								
Participate in events								

### Tab 5. Work Plan

Regardless of the option HHSD proceeds with, at a minimum Farmshare Austin will meet the Contractor Responsibilities and Required Deliverables.

#### 5.1 Mobile Market Management

##### 5.1.1 Site Identification

Farmshare Austin will determine which existing mobile market sites will continue during this contract term and identify at least six (6) total sites that prioritize low-income areas that experience high rates of

food insecurity and chronic disease risk factors, and have limited access to grocery stores. The markets will continue at Los Cielos Park, Hornsby-Dunlap Elementary School, and Kipp.

If possible, new site identification will align with the recommendations and outcomes of the Food Environment Analysis. The mobile sites will operate weekly in a designated season. HHSD, Farmshare Austin, and the evaluation team will collaboratively review the outcomes of all sites, both current and expansion, to determine which sites will be continued.

In the pilot period the Los Cielos Park location operated twice a week, but in 2017 Los Cielos will move to once a week and another site in Del Valle will be identified.

### 5.1.2 Creating an Approved Work Plan

Farmshare Austin will work with HHSD to create an approved work plan for the initiative that outlines the logistics and operations for supplying, managing, and promoting all mobile market sites.

### 5.1.3 Supply Chain: Produce

Farmshare Austin will collaborate with HHSD and other City-funded Healthy Food Access initiatives to build a Texas-sourced supply chain to meet produce demands for the mobile markets. Farmshare Austin will utilize the most current evaluation materials to determine demand for products. Depending on the option selected, this may mean operating a pilot regional food hub or providing input in another solution pursued by HHSD.

### 5.1.4 Supply Chain: Staple Goods

Farmshare Austin will collaborate with local food retailers to develop a supply chain for nutritious staple good items to be sold at the mobile markets at affordable prices.

### 5.1.5 Storage: Staple Goods

Farmshare Austin will work with HHSD to facilitate the purchasing and appropriate storage of produce and staple goods for the mobile markets. Depending on the option selected, this may mean operating a pilot regional food hub or providing input in another solution pursued by HHSD.

### 5.1.6 Storage and Transportation

Farmshare Austin will ensure all mobile market vehicles have adequate and appropriate storage and refrigeration to safely transport and sell goods offered at the mobile market with a goal of modifying the vehicle(s) to efficiently and attractively set-up/break-down and display the goods and have weather contingent systems.

### 5.1.7 Affordability

All Mobile Markets will continue to offer items at affordable prices. 'Affordable' is defined as wholesale prices and/or prices that fall below conventional retail prices for comparably sourced items. Additionally, Farmshare Austin will continue to ensure that all sites accept SNAP and offer the Double Dollar Incentive Program (DDIP) by working with SFC and other relevant partners to determine a system for documenting and reporting DDIP utilization.

### 5.1.8 Vehicles

Farmshare Austin will acquire and maintain an adequate number of vehicles and operations staff to manage a minimum of six (6) unique market sites on a weekly basis with a goal to operate bi-weekly at special events. Depending on the availability of funding and the option selected by HHSD, the markets may have to occur in a fall and spring season with a maximum of four sites running concurrently.

### 5.1.9 Standard Operating Procedures

Farmshare Austin will continue to maintain the Standard Operation Procedures (SOPs) developed in the pilot period. The SOPs will include detailed instructions for: 1) community engagement and assessing community readiness for mobile markets, 2) logistics for mobile market supply, which includes purchasing, 3) operation of the mobile market, including strategies for displaying and incentivizing goods, 4) utilizing operations technology and management systems, 5) management of DDIP, including distributing, accepting and tracking incentives for customers and contract/grant managers, 5) community engagement and outreach, and 6) a Sustainability Plan, which outlines and describes best practices, lessons learned, and challenges with operations and expansion of the mobile markets.

### 5.1.10 DDIP

Farmshare Austin will continue to work with HHSD and SFC to develop an appropriate system to document the administration of DDIP and communicate necessary information regarding the program.

## 5.2 Mobile Market Expansion

### 5.2.1 Expansion Sites

Farmshare Austin will expand the existing spreadsheet of potential mobile market sites and develop a spreadsheet of special events identified through community engagement and an assessment of community readiness. At least two new potential expansion sites and two special events will be identified for the mobile market to operate.

### 5.2.2 Sustainability Plan

Farmshare Austin will develop a Sustainability Plan, to be included in the SOP, that outlines best practices, lessons learned, and challenges with operations and expansion of the mobile markets.

### 5.2.3 Communications and Outreach Plan

Farmshare Austin will develop a communications and outreach plan to engage with local for-profit farms, non-profit farms, and educational farms with the goal of continuing to build supply and operations capacity.

## 5.3 Education, Marketing and Promotional Messages

### 5.3.1 HHSD Recognition

Farmshare Austin will continue to recognize HHSD as a funding source for all messaging or materials prepared or distributed, use the City of Austin logo to unify campaign messages, and co-brand and locally tag all nationally produced campaign advertisements and materials. All messages will require the HHSD Contract Manager's approval.

### 5.3.2 Campaign Alignment

Farmshare Austin will align a campaign messaging plan with existing branded marketing materials. In addition, Contractor will participate in a coordinated messaging campaign with other Healthy Food Access Initiatives, contracted marketing firm, and external outreach partners.

### 5.3.3 Marketing and Outreach Strategy

Farmshare Austin will develop a marketing and outreach strategy to align with existing outreach efforts and engage community leaders and residents who are served by the mobile market.

### 5.3.4 Customer Education

Farmshare Austin will develop materials and strategies to educate customers about food preparation, storage, and preservation as well as the benefits of consuming fresh produce and other nutritious food items. Materials and strategies may include but are not limited to recipe binders, take-home recipe cards and tip sheets, cooking demonstrations and/or samples, informational signage, and incentives.

### 5.3.5 Branded Marketing Materials

Farmshare Austin will utilize branded marketing materials. All materials and alternative messaging will require HHSD Contract Manager's approval.

## 5.4 Program Reporting and Evaluation

### 5.4.1 Reporting Requirements

Farmshare Austin will comply with HHSD reporting requirements, including but not limited to, written reports and on-site reviews. Written reports will be submitted to the HHSD Contract Manager by an agreed upon day of the month for the duration of the contract. The reporting template will be sent to the Contractor shortly after the Work Plan is finalized. The Contractor will be reimbursed after required reporting documentation, including valid purchase receipts, are submitted and reviewed by the HHSD Contract Manager on a monthly basis.

### 5.4.2 Evaluation Collaboration

Farmshare Austin will collaborate with the contracted evaluation team and HHSD to measure the process, impact, and outcomes of the initiative such as behavior change, health outcomes, and economic impacts of the mobile markets. The Contractor shall be responsible for compiling and reporting program data to the contracted evaluation team and HHSD on an agreed upon data management and reporting system.

## 5.5 Deliverables

Deliverable	Output Measure	Proposed Deadline
6.1 Consult with HHSD, the evaluation team, and relevant stakeholders to determine continuation of current mobile market locations.	Spreadsheet of community partners, meeting agendas/sign-in sheets, map with focus areas and justification	TBD by HHSD Team upon contract award.



6.2 Identify at least 8 total sites (may include existing sites) that prioritize low- income areas experiencing high rates of food insecurity and chronic disease risk factors, as well as have limited access to grocery stores. Align with outcomes and recommendations from Food Environment Analysis when possible.	Spreadsheet, map, justification	TBD by HHSD Team upon contract award.
6.3 Expand the existing spreadsheet of potential mobile market locations to identify 4 future sites and 2 future special events.		Ongoing
6.4 Develop a work plan to implement the initiative, which outlines the logistics and operations for supplying, managing, and promoting mobile market locations.	Work plan	TBD by HHSD Team upon contract award.
6.5 Build a Texas-sourced supply pipeline to meet both produce and staple good demand for products.		TBD by HHSD Team upon contract award.
6.6 Purchase and develop appropriate storage of produce and staple goods, which includes dry and refrigerated storage.		TBD by HHSD Team upon contract award.
6.7 Obtain appropriate permits and licenses to operate the mobile market, which includes insurance and licensure for vehicle and health permits to sell whole, cut, and prepared foods.		TBD by HHSD Team upon contract award.
6.8 Ensure mobile market operations vehicles have been adequately maintained, and procure additional vehicles, if necessary.		TBD by HHSD Team upon contract award.
6.9 Retrofit and design mobile market vehicle(s) to efficiently store, display, and market perishable and non-perishable products.		TBD by HHSD Team upon contract award.
6.10 Obtain required certifications and software system to process and accept SNAP benefits at all mobile market locations.		TBD by HHSD Team upon contract award.
6.11 Develop appropriate systems to utilize the Double Dollar Incentive Program at all mobile market locations.		TBD by HHSD Team upon contract award.
6.12 Operate the mobile market at a minimum of 8 locations on no less than a weekly basis and 2 special events.		TBD by HHSD Team upon contract award.
6.13 Develop communication plan and outreach strategy that aligns with existing marketing materials (developed in FY16 contract); implement outreach plan.		TBD by HHSD Team upon contract award.
6.14 Participate in process, impact, and outcome evaluation of the mobile market with contracted evaluation team and HHSD by providing necessary data.		TBD by HHSD Team upon contract award.
6.15 Develop a Standard Operating Procedure (SOP) that provides step-by-step instructions for operating a mobile market and includes a sustainability plan (see specific outline in 5.1.9)	SOP	TBD by HHSD Team upon contract award.
6.16 Develop a communications and outreach plan to engage with for-profit, non-profit, and educational farms in Texas with the goal of building supply and operational capacity.		TBD by HHSD Team upon contract award.
6.17 Develop materials and strategies to educate customers about food preparation, storage, and preservation as well as the benefits of consuming fresh produce and other nutritious food items sold at the mobile market.		TBD by HHSD Team upon contract award.

6.18 Comply with HHSD reporting requirements.	Reporting documents, including back-up documentation for financial and deliverables	Monthly
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## Tab 6. Prior Experience

Farmshare Austin was founded as a 501c3 in 2013 to encourage new organic farmers in Central Texas, work to preserve local farm land, and improve access to organic food in our communities. Our work is motivated by our vision for a future of resilient local food economies that provide farmers with livable incomes, value the resources needed to farm, and ensure access to organic food. Our mission is to take a whole-systems approach to community food security by training organic farmers, improving farm practices, preserving farmland, and increasing access to organic food. We do this through programs in three areas: education, food access, and land preservation.

Farmshare Austin began operating programs in 2014 when we started our educational farm in eastern Travis County and admitted our first class of Farmer Starter students. Farmer Starter is an intensive program for aspiring organic farmers to master the basic concepts and skills necessary to become a successful farmer in Central Texas. Farmshare Austin has operated three Farmer Starter classes and is currently admitting students for our spring 2017 class.

As a small startup nonprofit, our food access strategy has relied on collaboration and partnerships to develop effective programs. Since 2014, we have worked in partnership with Sanchez Elementary School, the University of Texas School of Public Health, SFC, and Blackshear Elementary School's Bread and Roses program to develop and provide support for the community and school farm stand. We have also piloted weekly deliveries to participating food banks through a Farm to Pantry strategy. These programs have helped us support other community partners, collaborate to develop innovative programs, and ensure that the produce grown at our farm benefits people in Austin who otherwise may lack access to fresh healthy foods.

Earlier in 2016, Farmshare Austin was awarded a contract with HHSD for the Mobile Farmer's Market Pilot program. Since September, we have operated four markets a week in eastern Travis County. This Mobile Market Management contract would help us continue to partner with other organizations and expand the number of sites and people that we serve.

## Tab 7. Personnel

Two of Farmshare's staff will be involved with completing work under this proposal. Their resumes are included in the Appendix.

- Taylor Cook, Operations Director, Farmshare Austin
- Carolina Mueller, Mobile Market Coordinator, Farmshare Austin

## Tab 8. Price Proposal

### 8.1 Option 1

i. Personnel			
(1) Personnel Category	(2) Estimated Hours	(3) Rate	(4) Total
Operations Director 30hrs/mo	240	\$19.05	\$4,572.00
Market Coordinator 120hrs/mo for 8 mo	840	\$19.05	\$16,002.00
Market Coordinator 60hrs/mo	480	\$19.05	\$9,144.00
Bookkeeper 8hrs/mo	64	\$50.00	\$3,200.00
Category Total			\$32,918.00
ii. Fringe & benefits			
Category Total			\$0.00
iii. Office supplies			
(1) Product	(2) Justification		
Market Promotions	Flyers and Signs		\$500.00
Supplies	Bins, signs, table cloths, other supplies		\$400.00
Category Total			\$900.00
iv. Other Direct Costs			
(1) Product	(2) Justification		
FSA Produce subsidy	\$10/market		\$1,500.00
One Popup Tent	\$90/each		\$90.00
One Folding Table	\$50/each		\$50.00
Special Events materials	2 special events @ 100/event		\$200.00
Vehicle Maintenance	Vehicle maintenance		\$2,000.00
Gas for transportation	1200 miles at state rate		\$648.00

Audit	Annual audit	\$8,000.00
Insurance	Liability Insurance	\$1,200.00
	Workman's comp	\$5,223.00
<i>Category Total</i>		<i>\$18,911.00</i>
Administrative Share	10% rate covers share of accounting, program assets, etc.	\$5,271.00
<b>vii. Total</b>		<b>\$58,000.00</b>

## Tab 9. Exceptions to the Proposal

Farmshare has made some assumptions in the budget and timeline which, if invalid, would affect the project:

1. The annual budget for the Mobile Market program is capped at \$58,000 annually.
2. If additional expansions are requested by the City then additional funding for staff, produce, and vehicles will be identified.
3. Farmshare's sourcing for the Mobile Market program will only support this program, and any sourcing work that Farmshare does for other programs will be funded through other means.
4. We assume that the State of Texas' WIC pilot program with farmer's markets will not be expanded to include the mobile farmer's markets in 2017. However, if participation in the program is made available to the mobile farmer's markets, then Farmshare Austin will work with the State of Texas to accept WIC payments.
5. Any funds for licensing the mobile markets to prepare foods will be covered by HHSD.

## Appendix

# Carolina Mueller

2110 Bristol Dr. Austin, TX 78723 | 732-757-1291 | carolina.k.mueller@gmail.com

## Work Experience

### **Farmshare Austin: Austin, TX**

- Mobile Market Coordinator **September 2016- present**
  - Coordinate purchasing, pickup, storage inventory of weekly produce delivery
  - Creating and implementing a system to track and report inventory and sales
  - Training and managing Farmshare Students to efficiently set up market, run sales, communicate information about produce to customers, create a welcoming and appealing environment, etc.

### **Sustainable Food Center: Austin, TX**

- Food Access Associate **July 2016- present**
  - Set up, run and reconcile Double Dollars booth at the Farmers' Market
  - Communicate information about SFC food access programs to customers
- Community Outreach Coordinator **August 2014- July 2016**
  - Built new and strengthened existing partnerships with non-profits, low-income residents, schools and other community organizations to increase the reach of SFC programmatic offerings
  - Coordinated, edited and published online newsletter content for the Farm Direct program
  - Created new and improved existing systems of SFC's Double Dollars Program to increase food access for individuals using SNAP, WIC and FMNP at Farmers' Markets in Austin

### **New Brunswick Community Farmers Market: New Brunswick, NJ**

- Interim Market Manager **June 2014- August 2014**
  - Managed staff and organized logistics to meet the functions of three weekly Farmers' Markets
  - Wrote and posted content and photos communicating information about NBCFM to over 440 Facebook followers
- Nutrition Outreach Coordinator **February 2014- June 2014**
  - Designed a culturally appropriate, bilingual and practical nutrition curriculum using peer-reviewed, evidence based research that consisted of 21 lessons
- Assistant Market Manager **June 2013- November 2013**
  - Created, implemented, and evaluated the "Market Bucks" benefits program, which provided over \$5,100 in additional fruit and vegetable sales to food insecure customers to spend in its first season

## Farming Experience

### **Joe's Organics: Austin, TX**

**June 2016- present**

- Harvest Manager
  - Manage 2-6 staff on harvesting, processing, packing and delivering produce

### **Urban Roots: Austin, TX**

**September 2015- May 2013**

- Farm Apprentice
  - Led 3-15 volunteers in accomplishing farm tasks such as harvesting, seeding, and processing
  - Worked with a team of apprentices to maintain the upkeep of the farm



## **Volunteer and Community Experience**

### **Restorative Justice: Austin, TX**

**November 2014- present**

- Regular Attendee and Circle Keeper
  - Foster fellowship amongst Austin residents from different backgrounds through restorative justice
  - Plan questions designed for community members to share personal experiences around race while maintaining a respectful, safe and open environment

## **Research Experience**

### **All4Kids: New Brunswick, NJ**

**January 2012- May 2013**

- Research Intern: All4Kids Program
  - Acted as *de facto* leader of on-the-ground program data collection by scheduling appointments, and conducting surveys with the parents of the 45 children ages 3-5
  - Wrote a George H. Cook Honor's Thesis on the effectiveness of program on improving the snacking habits of students who were participating

## **Education**

### **Rutgers, the State University of NJ- New Brunswick**

**September 2010- May 2013**

#### **School of Environmental and Biological Sciences**

- Graduated Cum Laude with Honors
- B.S. in Nutritional Sciences-Dietetics Option; Minor in Sociology

## **Certifications and Skills**

- Fluent in Spanish and German
- Proficient in Word, Power Point, Excel
- Proficient in Adobe Photoshop and InDesign
- ServSafe Certification 2012
- Human Subject Certification 2011

## **References**

• Hilda Gutierrez  
Food Access Manager – Sustainable Food Center  
505-573-6326  
[hilda@sustainablefoodcenter.org](mailto:hilda@sustainablefoodcenter.org)

• Regina Mitchell  
Community Member – Restorative Justice  
512-609-9366  
[Regina.R.Mitchell@irs.gov](mailto:Regina.R.Mitchell@irs.gov)

• Larry Katz  
Director – Rutgers Cooperative Extension  
848-932-3591  
[katz@njaes.rutgers.edu](mailto:katz@njaes.rutgers.edu)

• Lea Scott  
Farm Director – Urban Roots  
336-403-9752  
[lea@urbanrootsatx.org](mailto:lea@urbanrootsatx.org)

# Taylor Michelle Cook, PMP

Taylor.cook@gmail.com

## SKILLS

Quantitative Analysis  
Management and Leadership  
Mastering New Technology  
Effective Team Member and Leader  
Strategic Thinker  
Collaborative Problem Solver  
Creative Contributor  
Technical Writing

## QUALIFICATIONS

Certified Project Manager  
Agile Practitioner  
Masters in Economics and Public Administration  
Qualitative and Quantitative Researcher  
International Professional Experience  
Experienced Grant Writer and Purchaser  
Management in Small and Large Enterprises  
Public and Non-Profit Sector Experience

## PROFESSIONAL EXPERIENCE

### Healthcare Project Manager and Consultant

May 2012 to Present

*EW Consulting, Inc., Austin, Texas*

- Coordinating and planning projects within Medicaid IT and enterprise business units.
- Manages special projects across the Health and Human Services enterprise with experience in Medicaid, Procurements, the Office of eHealth Coordination, and Transformation.
- Oversee internal project teams to plan and deliver business and technical solutions.
- Develop procurements to meet the state's strategic objectives.
- Develop budget strategies to maximize state and federal resources.
- Assists with project and program budget management and reporting.

### Executive Director

December 2013 to Present

*Farmshare Austin, Austin, Texas*

- Help non-profit Board of Directors prioritize goals and develop annual plan to create an organic agriculture educational program for Central Texas and distribute produce to support food access mission.
- Responsible for hiring and managing professional staff.
- Oversee and coordinate program development.
- Raise funds through multiple sources including grants, large donors, and individuals.
- Manage grantee and donor relationships and reporting requirements.
- Oversee the development of financial protocols and work with Farmshare treasurer to manage the budget.
- Event planning and volunteer management.

### Partner and Consultant

August 2011 to March 2012

*Coseppi Partnership – CAMBIAR Program, Huaraz, Ancash, Peru*

- Provided strategic planning and project management for the Climate Adaptation in Mountain Basins in the Andean Region (CAMBIAR) program. The program provides technical experts to rural Peruvian municipalities that have identified a need for water conservation and environmental projects.
- Coordinated CAMBIAR program activities between international, public, and private entities including The Mountain Institute, Engineers Without Borders, and the *Tres Cuencas* Commonwealth.
- Worked with partner organizations and stakeholders to create and implement joint development strategy.
- Worked with partner organizations to develop proposals, concept notes, and grant applications for USAID, the European Commission, and public and private foundations.
- Developed metrics and implemented baseline study for program monitoring and evaluation.

**Policy Analyst – Office of e-Health Coordination****April 2010 to June 2011***Texas Health & Human Services Commission, Austin, Texas*

- Worked with Texas' Health Information Technology Coordinator to bring together health IT initiatives within the state's health and human services agencies and facilitate collaboration with other health IT efforts in the state.
- Assisted in the planning for statewide health information exchange and Medicaid health information technology.
- Coordinated ongoing research and monitoring of public opinion, healthcare provider technology utilization, and hospital adoption of health information technology.
- Managed federal grants and helped Texas healthcare stakeholders identify and complete federal grant applications.
- Developed procurements and grants for sub-contractors for the Office of e-Health Coordination.

**Health Care Policy Fellow, Analyst, and Governor's Advisor****June 2008 to April 2010***Texas Health Care Policy Council, Office of the Governor, Austin, Texas*

- Conducted health care policy research and made recommendations to the Health Care Policy Council. Research included original work on hospital quality and the estimated economic return of health information technology investments.
- Developed health information technology policy options for the Texas Health Services Authority. This included working with a broad group of stakeholders to define the Authority's mission and goals through a collaborative, iterative process and begin project planning work for state-wide health information exchange.
- Coordinated and contribute to the development of over \$120 million successful grant applications to federal Health and Human Services agency.

**Research and Evaluation Intern****January 2007 to August 2007***Bangladesh Rural Advancement Committee (BRAC), Dhaka, Bangladesh*

- Conducted quantitative research and analysis in rural northwest districts on microfinance and social capital for graduate economics thesis.
- Worked with international team of development researchers to field pilot quantitative surveys for the European Commission throughout Bangladesh.
- Developed and utilized social development impact analysis tools for gender empowerment program for The Ultra Poor (TUP) program with BRAC Research and Evaluation unit and London School of Economics.

**EDUCATION & CREDENTIALS**

- Project Management Certificate Program, University of Texas, Austin, TX
  - Certified Project Management Professional (PMP)
- Master of Arts in Economics, University of Montana, Missoula, MT
- Master of Public Administration, University of Montana, Missoula, MT
- BA in Economics and Political Science, Hollins University, Roanoke, VA

**PROFESSIONAL MEMBERSHIPS & ACCOMPLISHMENTS**

- Project Management Institute Certified Project Management Professional since October 2012
- Awards: Mary Kennedy Chance Award for Excellence in Economics
- Academic Honor Society Membership:
  - Omicron Delta Epsilon, International Economics Honor Society
  - Pi Sigma Alpha, National Political Science Honor Society

**Technology and Software**

- |  |             |                                 |                           |
|--|-------------|---------------------------------|---------------------------|
| • MS Office Products including Project | • WordPress | • Statistical Software/Programs | • Social Media Management |
|--|-------------|---------------------------------|---------------------------|

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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 releases and holds the City



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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. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. 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. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**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.
- 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.

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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.
  - 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



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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 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.

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**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 48. 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 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

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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.
- 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

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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 2<sup>nd</sup> Street, 4<sup>th</sup> 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, telefax, 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 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.

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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 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.

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**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 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



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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.

54. **EQUAL OPPORTUNITY**

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

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

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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- 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 the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov).

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

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

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

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

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

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

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
    - iv. **Property Insurance:** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect the date the contract is signed and ending on September 30, 2017 with the possibility of four additional renewal years of level funding.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

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Invoices shall be e-mailed to the following address: [Sarah.SteinLobovits@austintexas.gov](mailto:Sarah.SteinLobovits@austintexas.gov)

In the case that an e-mail must be sent via postal mail, invoices shall be mailed to the below address:

	City of Austin
Department	HHSD
Attn:	Sarah Stein-Lobovits
Address	15 Waller Street
City, State Zip Code	Austin, TX 78702

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

**5. RECYCLED PRODUCTS:**

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

**6. Vendor Recordkeeping Requirements:**

- 6.1 Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
- 6.2 For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
- 7.2.1 An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
- (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
  - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
- 7.2.2 An agreement in which the Contractor commits to the following:
- (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;

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- (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
    - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
  - 6.2.1 A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
  - 6.2.2 Any other information deemed necessary by the City for the administration and enforcement of this policy.
  - 6.3 Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
  - 6.4 Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
  - 6.5 During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
  - 6.6 All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
7. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
8. **Enforcement; Penalties:**
- 8.1 **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - 8.2 **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - 8.3 **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - 8.4 **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - 8.5 **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to



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a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:

- 8.5.1 Providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
- 8.5.2 Paying back wages to workers who worked to manufacture products or services supplied to the City; or
- 8.5.3 Re-instating a worker who has been dismissed in violation of the law.

8.6 **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.

8.7 **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.

8.8 **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

8.9 **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.

8.10 **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

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

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

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Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**10. Financial Audit of Contractor.**

10.1.1. In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Agreement.

10.1.2. If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

10.1.3. Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

10.1.4. Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

*The City will contact the independent auditor to verify:*

- i. That the auditor completed the financial audit report/financial review received from the Contractor;*
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;*
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.*

10.1.5. The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.*
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:*
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;*
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.*

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails

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to submit either the Board Certification form or the Board minutes as required by this section 10.1.6.

10.1.6. The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

10.1.7. The expiration or termination of this Agreement shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**11. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months<sup>20</sup> of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20 percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.

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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000300000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service occupations, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Reference Proposal	

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

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

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

**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.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Sarah Stein-Lobovits

Health and Human Services Department (HHSD)

(512) 972-5425

[Sarah.SteinLobovits@austintexas.gov](mailto:Sarah.SteinLobovits@austintexas.gov)

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**12. ADDITIONAL PROVISIONS:**

**12.1. Budget Revision:** The Grantee may make transfers between or among budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

12.1.1. Transfers between or among budget categories in excess of 10% will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

**12.2. Requests for Payment:**

Payment to the Grantee shall be due thirty (30) calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report". The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

**12.2.1.** Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

**12.2.2.** 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.

**MOBILE MARKET INITIATIVE  
SCOPE OF WORK  
RFP MHJ0110 Mobile Market Management**

**1.0 Introduction**

**About the City of Austin Health and Human Services Department**

The Austin/Travis County Health and Human Services Department (HHSD) promotes and protects a healthy community through the use of best practices and community partnerships. The HHSD Chronic Disease Prevention and Injury Prevention (CDIP) exists to inspire people to take steps to adopt healthy lifestyles through promoting and modeling healthy behaviors, preventing and managing chronic disease, and promoting policy, systems and environmental change.

**2.0 Purpose**

HHSD requests proposals from non-profit organizations to provide assistance in:

1) Supporting existing mobile market locations, 2) Supporting the expansion of new mobile market locations 3) Developing a supply capacity for a mobile produce market, and 4)

Developing community capacity to promote new and existing mobile markets. The anticipated contract term begins upon the contract award date through September 30, 2017 with up to four (4) renewal options at 12 months for up to \$58,000 per year.

**3.0 Background**

Increased acceptance of Supplemental Nutrition Assistance Program (SNAP) benefits at produce markets around Austin has been an important step in increasing access to fresh, local foods for low-income shoppers. Despite these incentives, [The Central Texas Foodshed Assessment](#) found that lack of transportation is one of the primary barriers preventing low-income residents from shopping at the markets around Austin. Additionally, five zip codes in East Austin (78721, 78724, 78725, 78617, 78653) identified as having a high concentration of individuals below the poverty level that lack a full-service grocery store. According to the 2014 BRFSS, 21 percent of Travis County residents have been identified as obese and between 17-25 percent of Travis county residents have been identified as food insecure according to *Feeding Texas* and the *Central Texas Sustainability Indicators Project* respectively.

A mobile market that can service a variety of neighborhoods can be a cost and time-effective means of intervention. In addition to improving food access, this approach also serves as a potential means of supporting local farmers and their ability to expand the sale of their produce on the retail market. The primary goals of a mobile market are 1) Increasing access of affordable fresh produce and nutritious staple goods in food insecure areas (*see exhibits 7.1 and 7.2*), 2) Increasing access of fresh produce and nutritious staple goods in areas that have high rates of chronic disease risk factors, 3) Increase community exposure to and knowledge about fresh produce and locally grown food production, 4) Increase community knowledge about nutritious food preparation,



storage, and preservation, 5) Empower students, parents, staff, and community members to increase fruit and vegetable consumption, and 6) Build community capacity to promote these initiatives.

Past studies from other cities that have implemented a mobile market show mixed success (*see exhibit 7.3*). One of the main challenges to consider is how to sell fruits and vegetables at affordable prices. Methods to address this include: 1) Accept SNAP benefits and offer the Double Dollar Incentive Program (DDIP), 2) Distribute and accept DDIP Scripts that can be used at mobile markets, farm stands, and participating farmers markets, 3) Build a supply capacity at wholesale prices in order to sell goods at less than conventional prices, and 4) Offer additional incentives to increase purchasing power for all customers.

Austin City Council has allocated on-going funding in the HHSD CDIP General Fund to expand the existing mobile market initiative. The initiative goal is to increase healthy food access in areas within the City that are experiencing high rates of food insecurity and chronic disease risk factors; specifically those areas that lack a full-service grocery store.

### **3.1 Target Populations**

HHSD proposes an expansion of the mobile market initiative to increase healthy and affordable food access in low-income areas. The proposed expansion during this contract term will utilize the outreach materials developed during the fiscal year 2016 and prioritize areas in East Austin. Additional expansion sites beyond this contract term will align with the recommendations and outcomes from the Food Environment Analysis, which will be conducted and updated bi-annually. The results from the first annual Food Environment Analysis should be available for review by August 2017.

HHSD, the contractor, and the evaluation team will collaboratively review the outcomes of both current and expansion sites to determine which sites will be continued in future contract terms if renewal options are exercised. Additional external evaluations of these initiatives will also be considered.

### **3.2 Budget**

The proposed budget for this initiative is approximately \$58,000 for the contract term and shall be all-inclusive (e.g. all vehicles, labor, materials, supplies, insurance, equipment, permits, licenses, transportation, translation, administrative management, and all other supporting items) as necessary to meet requirements of this contract.

The funding level will be re-evaluated at the end of the contract term to determine the funding amount for future renewals, if renewal options are exercised.

#### **4.0 Eligible Respondents**

- 4.1. Eligible respondents shall have experience with managing and operating mobile markets.
- 4.2. Eligible respondents are non-profit organizations who have experience engaging the community and identifying leaders within the community to reach a common goal.
- 4.3. Eligible respondents shall have demonstrated experience working with local partners to increase the variety of nutritious products offered in neighborhood food retail outlets, farmers markets, farm stands or other nutritious food retail outlets.
- 4.4. Eligible respondents shall have a minimum of two (2) years working in Austin, Texas to establish healthy communities.

#### **5.0 Contractor's Responsibilities**

The successful contractor shall furnish all necessary services, qualified personnel, materials, equipment, transportation/travel and facilities to perform the specified requirements of the scope of work. The Contractor shall be responsible for ensuring all permitting and licensing regulations are obtained in order to operate the mobile market as outlined below.

##### **5.1 Mobile Market Management**

The Contractor shall:

- 5.1.1. Determine which existing mobile market sites will continue during this contract term and identify at least eight (8) total sites that prioritize low-income areas that experience high rates of food insecurity and chronic disease risk factors, and have limited access to grocery stores. When possible, sites identification shall align with the recommendations and outcomes of the Food Environment Analysis, which will be conducted and updated bi-annually. Mobile sites shall operate on a weekly basis with a goal of bi-weekly operation at special events whenever possible. HHSD, the contractor, and the evaluation team will collaboratively review the outcomes of all sites, both current and expansion, to determine which sites will be continued. Additional external evaluations of these initiatives shall also be considered.
- 5.1.2. Create an approved work plan for the initiative that outlines the logistics and operations for supplying, managing, and promoting all mobile market sites.
- 5.1.3. Collaborate with HHSD and other City-funded Healthy Food Access Initiative contractors to build a Texas sourced supply chain to meet produce demands for the mobile markets; utilize most current evaluation materials to determine demand for products.

- 5.1.4. Collaborate with local food retailers to develop a supply chain for nutritious staple good items to be sold at the mobile markets at affordable prices.
- 5.1.5. Facilitate the purchasing and appropriate storage of produce and staple goods for the mobile markets.
- 5.1.6 Ensure all mobile market vehicles have adequate and appropriate storage and refrigeration to safely transport and sell goods offered at the mobile market with a goal of modifying the vehicle(s) to efficiently and attractively set-up/break-down and display the goods and have weather contingent systems.
- 5.1.7. All mobile Markets shall offer items at affordable prices. 'Affordable' is defined as wholesale prices and/or prices that fall below conventional retail prices for comparably sourced items. Additionally, all sites shall accept SNAP (can process the Lonestar card) and offer the Double Dollar Incentive Program (DDIP) either through the distribution of Scrips and/or the acceptance of Scrips. The contractor will work with the Sustainable Food Center and other relevant partners to determine a system for documenting and reporting DDIP utilization.
- 5.1.8. Acquire an adequate number of vehicles (i.e. van, bus, truck) and operations staff to manage a minimum of eight (8) unique market sites on a weekly basis with a goal to operate bi-weekly at special events.
- 5.1.9. Develop the existing Standard Operating Procedure (SOP) to include detailed instructions for: 1) community engagement and assessing community readiness for mobile markets, 2) logistics for mobile market supply, which includes purchasing, 3) operation of the mobile market, including strategies for displaying and incentivizing goods, 4) utilizing operations technology and management systems, 5) management of DDIP, including distributing, accepting and tracking incentives for customers and contract/grant managers, 5) community engagement and outreach, and 6) a Sustainability Plan, which outlines and describes best practices, lessons learned, and challenges with operations and expansion of the mobile markets.
- 5.1.10. Work with HHSD and the Sustainable Food Center to develop an appropriate system to document the administration of DDIP and communicates necessary information regarding the program.

## **5.2 Mobile Market Expansion**

The Contractor shall:

- 5.2.1. Expand the existing spreadsheet of potential mobile market sites and develop a spreadsheet of special events identified through community engagement and an assessment of community readiness. Identify at least four (4) new potential expansion sites and two (2) special events for the mobile market to operate.
- 5.2.2. Develop a Sustainability Plan (to be included in the SOP) that outlines best practices, lessons learned, and challenges with operations and expansion of the mobile markets.
- 5.2.3. Develop communications and outreach plan to engage with local for-profit [State of Texas] farm, non-profit farms, and educational farms with the goal of building supply and operations capacity.

## **5.3 Education, Marketing and Promotional Messages**

The Contractor shall:

- 5.3.1. Recognize HHSD as a funding source for all messaging or materials prepared or distributed. Use the City of Austin logo to unify campaign messages. Co-brand and locally tag all nationally produced campaign advertisements and materials. All messages will require the HHSD Contract Manager's approval.
- 5.3.2. Align campaign messaging plan with existing branded marketing materials. In addition, Contractor will participate in a coordinated messaging campaign with other Healthy Food Access Initiatives, contracted marketing firm, and external outreach partners.
- 5.3.3. Develop a marketing and outreach strategy to align with existing outreach efforts and engage community leaders and residents who are served by the mobile market.

- 5.3.4. Develop materials and strategies to educate customers about food preparation, storage, and preservation as well as the benefits of consuming fresh produce and other nutritious food items. Materials and strategies may include but are not limited to recipe binders, take-home recipe cards and tip sheets, cooking demonstrations and/or samples, informational signage, and incentives.
- 5.3.5. Utilize branded marketing materials. All materials and alternative messaging will require HHSD Contract Manager's approval.

## **5.4 Program Reporting and Evaluation**

The Contractor shall:

- 5.4.1. Comply with HHSD reporting requirements, including but limited to, written reports and on-site reviews. Written reports will be submitted to the HHSD Contract Manager by an agreed upon day of the month for the duration of the contract. The reporting template will be sent to the Contractor shortly after the Work Plan is finalized. The Contractor will be reimbursed after required reporting documentation, including valid purchase receipts, are submitted and reviewed by the HHSD Contract Manager on a monthly basis.
- 5.4.2. The Contractor shall collaborate with the contracted evaluation team and HHSD to measure the process, impact, and outcomes of the initiative such as behavior change, health outcomes, and economic impacts of the mobile markets. The Contractor shall be responsible for compiling and reporting program data to the contracted evaluation team and HHSD on an agreed upon data management and reporting system.

## **5.5 City Responsibilities**

- 5.6.1. HHSD's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work.
- 5.6.2. HHSD's Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract. The contract manager will participate in all conference calls or meetings, especially when the public is present.
- 5.6.3. HHSD's Contract Manager will promptly review any written reports submitted by the Contractor, and will approve all invoices for payment, as appropriate.

5.6.4. The City's Contract Manager will give the Contractor timely feedback on the acceptability of progress and task reports.

5.6.5. HHSD's Contract Manager will provide technical assistance and support to the Contractor as needed.

## **6.0 Exhibits**

6.1. City of Austin- Office of Sustainability, [State of the Food System Report, 2015](#)

6.2. Sarah Stein-Lobovits, [Food Insecurity Report](#)

6.3. Mobile Market Case Study Takeaways and Best Practices:

### **Arcadia Mobile Market- Washington DC**

Starting in 2012, now running two mobile food trucks that service 19 neighborhoods. Supported through a combination of individual, foundation, and corporate funding. Mission: is to improve access to healthy, affordable food regardless of neighborhood or income level.

- Highlights
  - 50% increase in sales each season with no marketing other than word of mouth
  - Increased average SNAP purchase from \$8 to \$18
  - Accounts for 2% of all farmers market revenue in DC area but %20 all SNAP transactions
  - Success attributed to superior customer services, fresh, high quality, affordable produce, and educational cooking material.
- Contact

Benjamin Barley, Mobile Market Director, [Benjamin@arcadiafood.org](mailto:Benjamin@arcadiafood.org), available for phone consultation Fresh Moves Mobile Grocer- Chicago, IL

Started in 2011 under the non-profit Food Desert Action with federal funding and support from Mayor Rahm Emmanuel. Mission is to improve access to healthy, affordable food regardless of neighborhood or income level.

- Highlights
  - The project was halted in October 2013 due to unsustainable business model and lack of funding.
  - Support from Emmanuel waned, and Fresh Moves reported a loss of \$185k in 2012.
- Contact
  - Steve Casey, Founder, [scasey@macfound.org](mailto:scasey@macfound.org)

	Mobile Markets		
	Hornsby-Dunlap Elementary Mobile Market	Los Cielos Park Mobile Market	KIPP Austin Public Schools- East Mobile Market
<b>START</b>	9/21/2016	9/20/2016	10/7/2016
<b>DAY</b>	Wednesday	Tuesday/Thursday	Friday
<b>HOURS</b>	4-6pm	5-7pm	3:30-5pm
<b>FREQUENCY</b>	Weekly	2x Week	Weekly
<b>ADDRESS</b>	13901 FM 969	12612 Campana Dr	8509 FM 969
<b>ZIP CODE</b>	78724	78617	78724