Amendment No. 3
to
Contract No. NA170000103
for
Facility Rental and Related Services
between
Austin Board of Realtors
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2020 through March 30, 2021. One option will remain.

2.0 The total contract amount is increased by $57,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2017-03/30/2018	$57,500.00	$57,500.00
Amendment No. 1: Option 1 – Extension 03/31/2018-03/30/2019	$57,500.00	$115,000.00
Amendment No. 2: Option 2 – Extension 03/31/2019-03/30/2020	$57,500.00	$172,500.00
Amendment No. 3: Option 3 – Extension 03/31/2020-03/30/2021	$57,500.00	$230,000.00

3.0 MBE/WBE goals do not apply to this contract.

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: _____

Printed Name: Emily Chenevert
Authorized Representative
Austin Board of Realtors
4800 Spicewood Springs Road
Austin, Texas 78759
(512) 454-7636
ldeis@abor.com

Sign/Date: 3-13-20

Cindy Reyes
Contract Mgmt. Spec. III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 2
to
Contract No. NA170000103
for
Facility Rental and Related Services
between
Austin Board of Realtors
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2019 through March 30, 2020. Two options will remain.

2.0 The total contract amount is increased by $57,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2017-03/30/2018	$57,500.00	$57,500.00
Amendment No. 1: Option 1 – Extension 03/31/2018-03/30/2019	$57,500.00	$115,000.00
Amendment No. 2: Option 2 – Extension 03/31/2019-03/30/2020	$57,500.00	$172,500.00

3.0 MBE/WBE goals do not apply to this contract.

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: _____

Printed Name: Emily Chenevert
Authorized Representative

Austin Board of Realtors
4800 Spicewood Springs Road
Austin, Texas 78759
(512) 454-7636
ldeis@abor.com

Sign/Date: Sarah Ramos 6/22/19

Sarah Ramos
Procurement Specialist II

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 1
to
Contract No. NA170000103
for
Facility Rental and Related Services
between
Austin Board of Realtors
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2018 through March 30, 2019. Three options will remain.

2.0 The total contract amount is increased by $57,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2017 – 03/30/2018	$57,500.00	$57,500.00
Amendment No. 1: Option 1 – Extension 03/31/2018 – 03/30/2019	$57,500.00	$115,000.00

3.0 MBE/WBE goals do not apply to this contract.

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: 2/5/18

Printed Name: Emily Chenevert
Authorized Representative

Austin Board of Realtors
4800 Spicewood Springs Road
Austin, Texas 78759
(512) 454-7636
ldeis@abor.com

Sign/Date: 3.6.18

Mike Zambrano, Jr.
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

April 6, 2017

Austin Board of Realtors/Canyon View Event Center (ACTRIS)
Nicole Kovacs
4800 Spicewood Springs Rd.
Austin, TX 78759
nkovacs@abor.com

Dear Nicole Kovacs:

The City of Austin has approved the execution of a contract with your company for Facility Rental and Related Services in accordance with the referenced solicitation.

Responsible Department:	Financial Services Department/Purchasing Office
Department Contact Person:	Liz Lock
Department Contact Email:	Liz.Lock@austintexas.gov
Department Contact Telephone:	(512) 974-2034
Project Name:	Facility Rental and Related Services
Contractor Name:	Austin Board of Realtors/Canyon View Event Center (ACTRIS)
Contract Number:	MA 7400 NA170000103
Contract Period:	3/31/2017 to 3/30/2018 for the initial term
Dollar Amount	$57,500
Extension Options:	Four 12-month extension options
Requisition Number:	RQM 7400 16031400315
Solicitation Type & Number:	RFP 7400 SMB0103
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Brandt
Procurement Specialist IV
City of Austin
Purchasing Office

cc: Liz Lock, Financial Services Department/Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Austin Board of Realtors/Canyon View Event Center (ACTRIS) ("Contractor")
for
Facility Rental and Related Services
Contract # MA 7400 NA170000103

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 Austin Board of Realtors/Canyon View Event Center (ACTRIS) having offices at 4800 Spicewood Springs Rd., Austin, TX 78759, 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 7400 SMB0103.

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

1.1.1 This document

1.1.2 The City's Solicitation, Request for Proposal (RFP) 7400 SMB0103, including all documents incorporated by reference

1.1.3 Austin Board of Realtors/Canyon View Event Center (ACTRIS)'s Offer, dated May 23, 2016, including subsequent clarifications

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 document

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 12 months and may be extended thereafter for up to four additional 12-month extension options, 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 $57,500 for the initial Contract term and $57,500 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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

Austin Board of Realtors/Canyon View Event Center (ACTRIS)

Paul Hikes
Printed Name of Authorized Person

Paul Hikes
Signature

C.E.O.
Title:

4-5-2017
Date:

City of Austin

Sandy Brandt
Printed Name of Authorized Person

Signature

Procurement Specialist IV
Title:

3/31/2017
Date:

List of Exhibits

Exhibit A	RFP 7400 SMB0103
Exhibit B	Contractor's Offer

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP SMB0103

DATE ISSUED: April 4, 2016

REQUISITION NO.: RQM 7400 16031400315

COMMODITY CODE: 97165

COMMODITY/SERVICE DESCRIPTION: Facility Rental and Related Services

PRE-PROPOSAL CONFERENCE TIME AND DATE: April 20, 2016

LOCATION: City of Austin Municipal Building
Purchasing Office Conference Room (3rd Floor)
124 W. 8th Street
Austin, TX 78767

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

Sandy Brandt
Senior Buyer Specialist

Phone: (512) 974-1783
E-Mail: Sandy.Brandt@austintexas.gov

Georgia Billela
Senior Buyer

Phone: (512) 974-2939
E-Mail: Georgia.Billela@austintexas.gov

PROPOSAL DUE PRIOR TO: 2pm CST on May 17, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15pm CST on May 17, 2016

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

LIVE SOLICITATION CLOSING ONLINE: For RFPs, 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 # RFP SMB0103	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0103
P.O. Box 1088	124 W 8th 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 1 ELECTRONIC COPY OF YOUR RESPONSE

*****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	3
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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
Attachments	Attachments A, B, and C	3

*** 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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMB0103: FACILITY RENTAL AND RELATED SERVICES

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 fifteen (15) calendar days prior to the Solicitation Due Date.

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:

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMB0103: FACILITY RENTAL AND RELATED SERVICES

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

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

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

3. **TERM OF CONTRACT:**

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

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Published Price Lists provision of this Contract.

4. **QUANTITIES:** Services will be as needed and specified by the City for each order. There are no minimum order quantities. The City reserves the right to add new facilities as needed.

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

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

Invoices shall be mailed to the address as specified for each event.

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.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMB0103: FACILITY RENTAL AND RELATED SERVICES

6. **PUBLISHED PRICE LISTS:**

Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract.

A. A copy of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list.

B. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the Contractor's official price list revision. Written notification from the Contractor of price changes, along with a copy of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days. The City reserves the right to refuse any list revision.

C. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

8. **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.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP SMB0103: FACILITY RENTAL AND RELATED SERVICES

1. PURPOSE

The City of Austin (City) seeks to contract with qualified Contractors who can provide meeting facilities and related services within the City limits.

2. BACKGROUND

The City hosts a wide range of events, including conferences, banquets, symposiums, vendor demonstrations, management retreats, and staff development meetings at various locations throughout the City.

3. MEETING FACILITY DEFINITIONS

3.1. **Conventional Meeting Space (Non-Hotel/Motel).** Traditional meeting venues such as conference halls or conference rooms.

3.2. **Unconventional Meeting Spaces.** Venues such as lounges, restaurants, decks, art galleries, warehouses, botanical gardens, etc.

3.3. **Hotel/Motel Meeting Spaces.** Venues in which the meeting space or banquet room is located within a hotel or motel.

3.4. **Small Venue.** Any space 859 square feet or smaller, or for approximately 10-50 individuals.

3.5. **Large Venue.** Any space 860 square feet or larger, or for approximately 50 or more individuals.

4. CONTRACTOR RESPONSIBILITIES

Actual fees for the services shall be negotiated with each facility qualified and selected for an award by the City.

4.1. **Requirements.**

4.1.1. Contractor shall be responsible for providing all personnel, equipment, supplies, and other resources to provide services under this contract.

4.1.2. Contractor shall maintain compliance with all applicable permits, regulations, certificates, and other requirements.

4.1.3. Contractor shall ensure that sufficient bins for collecting recyclables are provided in service areas.

4.1.4. Contractor shall use paper made with 100% post-consumer recycled content for menus and signage.

4.2. **Preferences**.

4.2.1. Discounts for lodging in connection with a planned event;

4.2.2. Discounts for meals in connection with a planned event;

4.2.3. Safe, accessible, and adequate parking;

4.2.4. Sustainable practices, such as:

4.2.4.1. Conserving natural resources including water, energy, and raw materials throughout the product lifecycle;

4.2.4.2. Minimizing environmental impacts such as water and air pollution;

4.2.4.3. Eliminating or reducing toxins that create hazards to workers, citizens, wildlife, and the environment;

4.2.4.4. Supporting up-cycling and recycling efforts; utilizing products with high recycle content;

4.2.4.5. Reducing environmental impacts in your company's production and distribution systems;

4.2.4.6. Supporting worker health, safety, and fair wages;

4.2.4.7. Considering total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost;

4.2.4.8. Utilizing green certified cleaning products;

4.2.4.9. Composting plan;

4.2.4.10. Distribution of unused prepared food to local community or nonprofit organizations to the extent allowable by local health codes;

4.2.4.11. Sustainability certifications, such as Leadership in Energy and Environmental Design (LEED), Green Key Global, Green Global International, Green Seal, or other certifications.

4.2.5. If catering services are offered with the meeting facility, the following preferences apply:

4.2.5.1. Sustainable practices, such as:

a. Sourcing from local farms/restaurants

b. Water stations available instead of individual bottled water (if appropriate)

c. Garnishes, centerpieces, and decorations that can be eaten, donated, recycled, reused, planted, or composted.

4.2.5.2. Dietary preferences

a. Whole grains

b. A limited amount of trans-fat or hydrogenated oils

c. Colorful plates, using a variety of fruits and vegetables, and limiting the amount of fried food options

d. Fat-free, low-fat, or low-calorie foods and beverages

e. Lean-, low-, or reduced-fat protein sources

4.2.6. Additional related services, products, features, or amenities, such as internet access; audio visual capabilities; rental furniture and décor; view; kitchen; etc.

5. CITY RESPONSIBILITIES

On an individual event basis, City staff will provide direction to the Contractor on event-specific facility requirements, including seating and table arrangements, room decorations, speaker's podium, A/V equipment, signage, menu, and/or any other requirements necessary for the hosted event.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP SMB0103: FACILITY RENTAL AND RELATED SERVICES

1. PROPOSAL FORMAT

All Proposals should be submitted in the following format:

Submit 1 original and 1 electronic copy of your Proposal on flash drive. The original shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder. The original Proposal shall be clearly labeled as "original" and shall include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers linking the content of the Proposal. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

Tab A - City of Austin Purchasing Documents

Complete and submit the following documents:

a. Signed Offer Sheet (pages 1-3)
b. Signed Addendums (all pages)
c. Completed and Signed Section 0605 – Local Business Presence Identification Form
d. Completed and Signed Section 0835 – Non-Resident Bidder Provisions
e. Completed and Signed Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form
f. *If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include the 0900 No Goals Utilization Plan in Tab 1d. You can download the 0900 No Goals Utilization Plan at http://www.austintexas.gov/department/standard-bid-documents*

Tab B - Business Organization, Experience & Qualifications (20 points)

Provide the following information:

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

b. Describe your company's knowledge, qualifications, and expertise. List all professional organizations for which your company is a member.

c. Describe your company's relevant experience providing services described in the Scope of Work and providing services to governmental agencies. Letter of Recommendation that your company has received may be included.

d. Statement on company letterhead that Proposer is in good standing with all relevant licensing and regulatory agencies. If the Proposer is a partnership/joint venture, this information shall be submitted for each partner.

Tab C - Proposed Solutions (20 points)

Review the scenarios in Attachment A of the solicitation and provide the following information for one or more scenarios provided:

a. Type of meeting space proposed according to the categories described in Paragraph 3 of the Scope of Work (Meeting Facility Definitions).

b. Description of meeting space. You may include pictures, drawings, diagrams, or brochure of the proposed space

c. Seating and table arrangements

d. Sample menu and serving style (e.g. buffet, table service, etc.)

e. Any other items you offer that may enhance the meeting experience

f. Indicate whether you are unable to provide any of the requested items or services described in the scenario.

Tab D - Facility Information & Sustainable Practices (30 points)

Provide the following information about your facility:

a. Overview of facility;

b. Star rating, diamond rating, shopper scores/ratings, or other quality ratings/scores;

c. Description of security, cleanliness, and grounds/facility maintenance practices.

d. List all meeting space types you can offer according to the categories in Section 3 of the Scope of Work (Meeting Facility Definitions). Indicate whether the meeting space is a small or large venue, and if the space is conventional, unconventional, or hotel/motel space. Provide a description for each space, including standing and seating capacity, year facility was built or renovated, etc. Include pictures/brochure for each meeting space.

e. Sustainable practices as described in the Scope of Work.

f. Describe how you meet any of the other preferences described in the Scope of Work. The City will view favorably proposals that meet stated preferences.

g. Provide information on additional related services, products, features, or amenities. You may include brochures or other supporting information with your Proposal.

Tab E - Cost (20 points)
On the Cost Proposal Form (Attachment B), provide peak and off peak pricing for facility rental and include a definition for "Peak" and "Off-Peak". Additionally, itemize related services or products your company is offering and the associated prices offered to the City. Include the cost of labor, materials, supplies, travel, printing, gratuities, and all other fees including administrative overhead costs. Your organization's method of costing may or may not be used but shall be described. Points for "Cost" will be evaluated based on Section 1 of the Cost Proposal Form (Attachment B). You may include additional price lists or other supporting information with your Proposal.

Tab F - Business Exceptions
Detail any business exceptions that you will require on the Business Exceptions Form (Attachment C).

2. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

3. **PROPRIETARY INFORMATION**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. **AUTHORIZED NEGOTIATOR**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

5. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6. **EVALUATION FACTORS AND AWARD**

A. To accommodate a variety of meeting venue and geographic needs, the City anticipates the award of multiple contracts. The City reserves the right to award by geographic location, facility size, facility type, unique qualifications, service offerings, or any combination deemed most advantageous to the City.

B. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph C below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Proposers. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

C. **Evaluation Factors**

i. 100 points.

(1)	Business Organization, Experience & Qualifications	20 points
(2)	Proposed Solutions	20 points
(3)	Facility Information & Sustainable Practices	30 points
(4)	Cost	20 points

The evaluation of costs will be performed objectively using a ratio method. With this method, the proposal with the lowest cost in each of the six categories identified in the Cost Proposal Form (Attachment B) receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

(5) Local Business Presence 10 points

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Site Visit and/or Interviews, Optional. The City may elect to conduct site visits and/or interviews for short-listed Proposers.

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		
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?		
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

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 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

   Answer: _____ Which State: _____

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

   Answer: _____

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

SOLICITATION NUMBER:
PROJECT NAME:

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	_____	**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.	
Company Name	
Name and Title of Authorized Representative (Print or Type)	
Signature	**Date**

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

SOLICITATION NUMBER: PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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.

Name and Title of Authorized Representative (Print or Type)

Signature **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.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ 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** _____

ATTACHMENT A
EVENT SCENARIOS

Refer to instructions in Section 0600, Proposal Preparation Instructions and Evaluation Factors, Tab C (Proposed Solutions).

Scenario 1 – Leadership Staff Development Conference

A City of Austin department contacts you in August about a casual conference they would like to schedule in February. The conference will take place on a Friday from 7:00 AM till 4:30 PM. There will be 70 attendees, and breakfast and lunch are needed for each guest. City staff will need a screen, projector, three to four microphones, two easels, and tables and chairs set up. City staff may also need four to five smaller areas in which to have break-out sessions.

Scenario 2 – Assistant City Manager Service Group Workshop

A City of Austin department contacts you in July about a business workshop in November for 60-70 people. The space is needed from 7:00 AM – 5:00 PM. Breakfast, lunch, and a light afternoon snack are needed, and coffee, water, and sodas shall be available all day. The group will need one wireless microphone, a projector, screen, and laptop, as well as a technician for support. Tables and chairs shall be arranged for ten teams of six to seven with distance between them for discussion. Easels and markers are also needed, as well as a large separate area with standing room for team-building activities.

Scenario 3 – Department Directors All-Day Work Session

Approximately 50 City personnel will need a conference location in October. They contact you six months in advance. They tell you they will need both a large room set up for learning as well as five to six break-out rooms. The large room will require tables, chairs, table décor and linens, easels, and markers. Breakfast, lunch, coffee, juice, and an afternoon snack will need to be provided as well as a projector, projection screen, and Wi-Fi. The space should be well-appointed and comfortable.

Scenario 4 – VIP Reception

The City is hosting a VIP reception on a Friday night in June, from 6pm to 10pm with 35 guests anticipated. A microphone and podium will be necessary as well as a small stage for a music performance. A/V support will be required for the musician. Hors d'oeuvres, a carving station, and a full bar with bartender are needed. Wait staff are expected to pass hors d'oeuvres around during the reception. Tables and chairs for dining as well as bar tables and chairs are necessary, both with linens and table décor.

Attachment B
Cost Proposal Form
RFP SMB0103: Facility Rental and Related Services

Vendor: _____

1. FACILITY RENTAL

Instructions: Provide pricing for Items 1 through 6 below. An amount of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A 'no bid' or information left blank will be interpreted by the City that the Proposer does not wish to bid on that item.

Item	Description	Peak Pricing	Unit	% Discount - Peak Pricing	Off Peak Pricing	Unit	% Discount - Off Peak Pricing
1	Small Conventional Meeting Space (Non-Hotel)						
2	Large Conventional Meeting Space (Non-Hotel)						
3	Small Unconventional Meeting Space						
4	Large Unconventional Meeting Space						
5	Small Hotel Meeting Space						
6	Large Hotel Meeting Space						
Provide a definition for "Peak" and "Off Peak":							

2. ADDITIONAL SERVICES OR PRODUCTS

Instructions: The City may have a future need to purchase additional related services and/or products under this Contract. Purchase of these items would be on an "as needed" basis at the prices offered in the list below, and the City makes no guarantee of purchase. Please list any additional services or products related to the Scope of Work and any associated discount. Information provided in the list below will not be used to evaluate "Cost".

SERVICE OR PRODUCT	HOW MUCH WILL YOU CHARGE THE CITY FOR THE SERVICE OR PRODUCT?	
	PRICE	UNIT OF MEASURE
example: additional breakout rooms	*$25 per room*	*per additional hour*
example: parking fees	*$5*	*per hour*
example: plated meal	*10% off*	*price list*

CITY OF AUSTIN PURCHASING OFFICE
EXCEPTIONS

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

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

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
☐ **0300 Standard Purchase Terms & Conditions**
☐ **0400 Supplemental Purchase Provisions**
☐ **0500 Scope of Work**

Page Number **Section Number** **Section Description**

Alternative Language:

Justification:

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 1** **Date of Addendum: 04/19/2016**

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

I. **Clarification:** The Pre-Proposal Conference scheduled for Wednesday, April 20, 2016, will begin at 10:00 am CST.

Participants may call in by dialing (512) 974-9300. The participant code is 464410.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 4/19/2016
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:

_____ _____ _____
Name — Authorized Signature — Date

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 2** **Date of Addendum: 04/21/2016**

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

I. Attendance log for the pre-proposal conference is attached.

II. **Questions:**

Q1: Do I need to submit all three pages of the Offer Sheet with my proposal?
A1: Yes.

Q2: Can I include seasonal pricing in my proposal?
A2: Yes. In the Cost Proposal Form (Attachment B) you may include "peak" and "non-peak" pricing. There is a space for you to explain how you define "peak" and "non-peak" pricing.

Q3: Are reference letters from last year acceptable?
A3: Yes.

Q4: If I need to request exceptions to the City's terms and conditions, will my proposal be disqualified?
A4: We will work with you to try to come to mutual agreement.

Q5: What if you do not receive many proposals? Will you cancel the solicitation?
A5: It is our intent to make recommendations for award based on the proposals we receive through this solicitation.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 4-21-16
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:

_____ _____ _____
Name — Authorized Signature — Date

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 3** **Date of Addendum: 05/17/2016**

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

I. **Extension:** The proposal due date is hereby extended until Tuesday, May 24, 2016 at 2:00pm local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 5/17/2016
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:

Name	Authorized Signature	Date

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 4** **Date of Addendum: 05/24/2016**

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

I. **Extension:** The proposal due date is hereby extended until Tuesday, May 31, 2016 at 2:00pm local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 5/24/16
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:

Name	Authorized Signature	Date

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

City of Austin
Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

June 30, 2016

Subject: Best and Final Offer of RFP SMB0103, Meeting Facilities and Related Services

Dear Finalist:

Thank you for your response to the above referenced solicitation for the City of Austin. The City has identified your firm as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

The BAFO pricing document is attached and must be completed on the form provided. Please provide pricing based ONLY on rental of your facility for the scenario listed below. Pricing should NOT include food/beverage, equipment, tables/chairs, or any other extra items, unless your pricing structure is based solely on service minimums (such as food and beverage). You may make copies of the attached form, if necessary.

Scenario: Thursday, September 15 from 6pm to 8pm

Email your completed Price Form to Ken Bragdon at Kenneth.Bragdon@austintexas.gov by 2pm local time, on July 13, 2016.

If you have any questions, please contact me at Sandy.Brandt@austintexas.gov or (512) 974-1783. You may also contact Ken Bragdon at Kenneth.Bragdon@austintexas.gov or (512) 974-2035. Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Sandy Brandt
Senior Buyer Specialist
City of Austin
Purchasing Office

Pricing Form

RFP SMB0103 - Meeting Facilities and Related Services

Vendor: _____

FACILITY RENTAL ONLY			
Item	**Description**	**Room Name/Description**	**Extended Price**
1	Small Conventional Meeting Space (Non-Hotel/Motel)		
2	Large Conventional Meeting Space (Non-Hotel/Motel)		
3	Small Unconventional Meeting Space		
4	Large Unconventional Meeting Space		
5	Small Hotel/Motel Meeting Space		
6	Large Hotel/Motel Meeting Space		

☐ **Check here if pricing structure is based solely on a food and beverage minimum (or other service minimum).**

MEETING FACILITY DEFINITIONS:

Conventional Meeting Space (Non-Hotel/Motel) - Traditional meeting venues such as conference halls or conference rooms.

Unconventional Meeting Space (non-Hotel/Motel) - Venues such as lounges, restaurants, decks, art galleries, warehouses, botanical gardens, etc.

Hotel/Motel Meeting Space - Venues in which the meeting space or banquet room is located within a hotel or motel.

Small Venue - Any space 859 square feet or smaller, or for approximately 10-50 individuals.

Large Venue - Any space 860 square feet or larger, or for approximately 50 or more individuals.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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

10. **WORKFORCE**

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

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

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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

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

12. **INVOICES**:

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

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

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

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

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

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.

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.

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

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.

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

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

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

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.

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:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Canyon View Event Center

Proposal for RFP SMB0103

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Tab D – Facility Information and Sustainable Practices..... page 16

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Tab F – Business Exceptions..... page 21

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP SMB0103

DATE ISSUED: April 4, 2016

REQUISITION NO.: RQM 7400 16031400315

COMMODITY CODE: 97165

COMMODITY/SERVICE DESCRIPTION: Facility Rental and Related Services

PRE-PROPOSAL CONFERENCE TIME AND DATE: April 20, 2016

LOCATION: City of Austin Municipal Building
Purchasing Office Conference Room (3rd Floor)
124 W. 8th Street
Austin, TX 78767

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

Sandy Brandt
Senior Buyer Specialist

Phone: (512) 974-1783
E-Mail: Sandy.Brandt@austintexas.gov

Georgia Billela
Senior Buyer

Phone: (512) 974-2939
E-Mail: Georgia.Billela@austintexas.gov

PROPOSAL DUE PRIOR TO: 2pm CST on May 17, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15pm CST on May 17, 2016

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

LIVE SOLICITATION CLOSING ONLINE: For RFPs, 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 # RFP SMB0103	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0103
P.O. Box 1088	124 W 8th 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 1 ELECTRONIC COPY OF YOUR RESPONSE

*****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	3
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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
Attachments	Attachments A, B, and C	3

*** 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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: Austin Board of Realtors | Canyon View Event Center (ACTRIS)

Company Address: 4000 Spicewood Springs Rd.

City, State, Zip: Austin, TX 78759

Federal Tax ID No. [redacted]

Printed Name of Officer or Authorized Representative: Nicole Kovacs, CMP

Title: Director of Events & Business Development

Signature of Officer or Authorized Representative: Nicole Kovacs

Date: 5/23/16

Email Address: nkovacs@abor.com

Phone Number: (407) 353-0638

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 1** **Date of Addendum: 04/19/2016**

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

I. **Clarification:** The Pre-Proposal Conference scheduled for Wednesday, April 20, 2016, will begin at 10:00 am CST.

Participants may call in by dialing (512) 974-9300. The participant code is 464410.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 4/19/2016
Sandy Brandt, Senior Buyer Specialist
Purchasing Office, (512) 974-1783
Date

ACKNOWLEDGED BY:

Nicole Kovacs, CMP _____ 6.14.2016
Name Authorized Signature Date

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 2** **Date of Addendum: 04/21/2016**

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

I. Attendance log for the pre-proposal conference is attached.

II. **Questions:**

Q1: Do I need to submit all three pages of the Offer Sheet with my proposal?
A1: Yes.

Q2: Can I include seasonal pricing in my proposal?
A2: Yes. In the Cost Proposal Form (Attachment B) you may include "peak" and "non-peak" pricing. There is a space for you to explain how you define "peak" and "non-peak" pricing.

Q3: Are reference letters from last year acceptable?
A3: Yes.

Q4: If I need to request exceptions to the City's terms and conditions, will my proposal be disqualified?
A4: We will work with you to try to come to mutual agreement.

Q5: What if you do not receive many proposals? Will you cancel the solicitation?
A5: It is our intent to make recommendations for award based on the proposals we receive through this solicitation.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 4-21-16
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:
NICOLE KOVACS — _____ — 5.23.16
Name — Authorized Signature — Date

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

Revised 12/13/2015

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 3** **Date of Addendum: 05/17/2016**

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

I. **Extension:** The proposal due date is hereby extended until Tuesday, May 24, 2016 at 2:00pm local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 5/17/2016
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:
Nicole Kovacs _____ _____ 5.23.16
Name — Authorized Signature — Date

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP SMB0103 **Addendum No: 4** **Date of Addendum: 05/24/2016**

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

I. **Extension:** The proposal due date is hereby extended until Tuesday, May 31, 2016 at 2:00pm local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 5/24/16
Sandy Brandt, Senior Buyer Specialist — Date
Purchasing Office, (512) 974-1783

ACKNOWLEDGED BY:

Nicole Kovacs, CMP	_____	6.14.2016
Name	Authorized Signature	Date

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

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	Canyon View Event Center	
Physical Address	4800 Spicewood Springs Rd. Austin, TX 78759	
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?		
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

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 0835: Non-Resident Bidder Provisions

Company Name Canyon View Event Center

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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 id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

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

Answer: _____

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

SOLICITATION NUMBER:
PROJECT NAME:

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 ✓ **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.

Canyon View Event Center

Company Name

Nicole Kovacs, director of events + business development

Name and Title of Authorized Representative (Print or Type)

Nicole Kovacs 5/23/2016

Signature **Date**

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

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Canyon View Event Center		
Address	4800 Spicewood Springs Rd.		
City, State Zip	Austin, TX 78759		
Phone Number	512-533-4966	Fax Number	
Name of Contact Person	Nicole Kovacs		
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐ ?		

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.

Nicole Kovacs, Director of Events + business development
Name and Title of Authorized Representative (Print or Type)

Nicole Kee
Signature

5/23/16
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.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ 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** _____

Tab B

Canyon View Event Center
(part of Austin Board of REALTORS ®)
4800 Spicewood Springs Road
Austin, TX 78759
512-533-4900

Canyon View Event Center (CVEC) staff includes two Certified Meeting Professionals (CMPs). One has extensive venue/hotel experience, and one has specific government meeting planning experience. CVEC staff is active in ILEA (International Live Events Association) and TSAE (Texas Society of Association Executives), and one CVEC event staff person is on the Board of Directors for local chapter of MPI (Meeting Professionals International).

Austin Board of REALTORS® was founded in 1926; Canyon View Event Center open January 2015. CVEC has hosted numerous business meetings, workshops, social events, and conferences ranging in size from 15 people to 450.

Tab C

Canyon View Event Center is a conventional meeting space, based on your given definition. For all rentals, Canyon View Event Center (CVEC) staff sets up tables and chairs for you. Rental rates include tables, chairs, WiFi, free onsite parking, and use of catering kitchen and balcony. CVEC does not have in-house catering but allows any licensed and insured caterer or restaurant. The catering kitchen includes an ice maker and two refrigerators. CVEC does have coffee and water service available.

Auditoriums A and B both have built-in projectors and screens and additional monitors. The entire building has free WiFi. Each auditorium has built-in counter space in back of room for food and drinks. CVEC has 4 wireless handheld mics, 2 ear piece mics, and onsite a/v technicians to assist rental groups.

Scenario 1 – For 70 people, you can use Auditorium A or B. A laptop and 2 easels can be made available. Break-out rooms could potentially be Board Room, Digital Lab, Conference Room 232, Conference Room 338, and Conference Room 308.

Scenario 2 – For 70 people seated and a "large separate area with standing room for team-building activities", you could use both Auditoriums A and B together. A removable air wall separates them to open up into one big space of 4,500 square feet.

Scenario 3 – For 50 people, you can use Auditorium A or B. A laptop and easel with markers can be made available. CVEC has a list of preferred vendors that can provide table linens and décor. Break-out rooms could potentially be Auditorium C, Board Room, Digital Lab, Conference Room 232, Conference Room 338, and Conference Room 308.

Scenario 4 – For 35 people with stage and bar, you can use Auditorium A or B. CVEC has a list of preferred vendors that can provide stage, linens, and décor. TABC certified bartender is required. See policies.



Auditorium A can hold up to thirteen 66" rounds with eight or nine chairs at each.



Auditorium B can hold up to fifty classroom tables with two chairs at each.



Catering kitchen includes ice maker, two refrigerators, two sinks, and two microwaves.



Digital Lab



Balcony outside Auditoriums A and B



Board Room

Tab D

Canyon View Event Center is a 7,500-square-foot venue perfect for meetings, conferences, receptions, and special events. With gorgeous vistas, built-in technology, and a central location, Canyon View is unlike any other meeting space in Austin.

CVEC is LEED-certified, including repurposed wood panels, low-flow water fixtures, and solar panels. Each auditorium has recycling receptacles, and the building overall has a recycling dumpster.

Cleaning services are included in rental fees. After-hours security is required at an additional cost and managed by CVEC staff. Parking is free in the attached garage.

ROOM CAPACITIES

Room A

Rounds—130
Classroom—102
Standing—154

View photo

Room B

Rounds—130
Classroom—99
Standing—157

View photo

Rooms A + B

Rounds—310
Classroom—198
Standing—311

Room C

Rounds—N/A
Classroom—40
Standing—72

View photo

Digital Lab

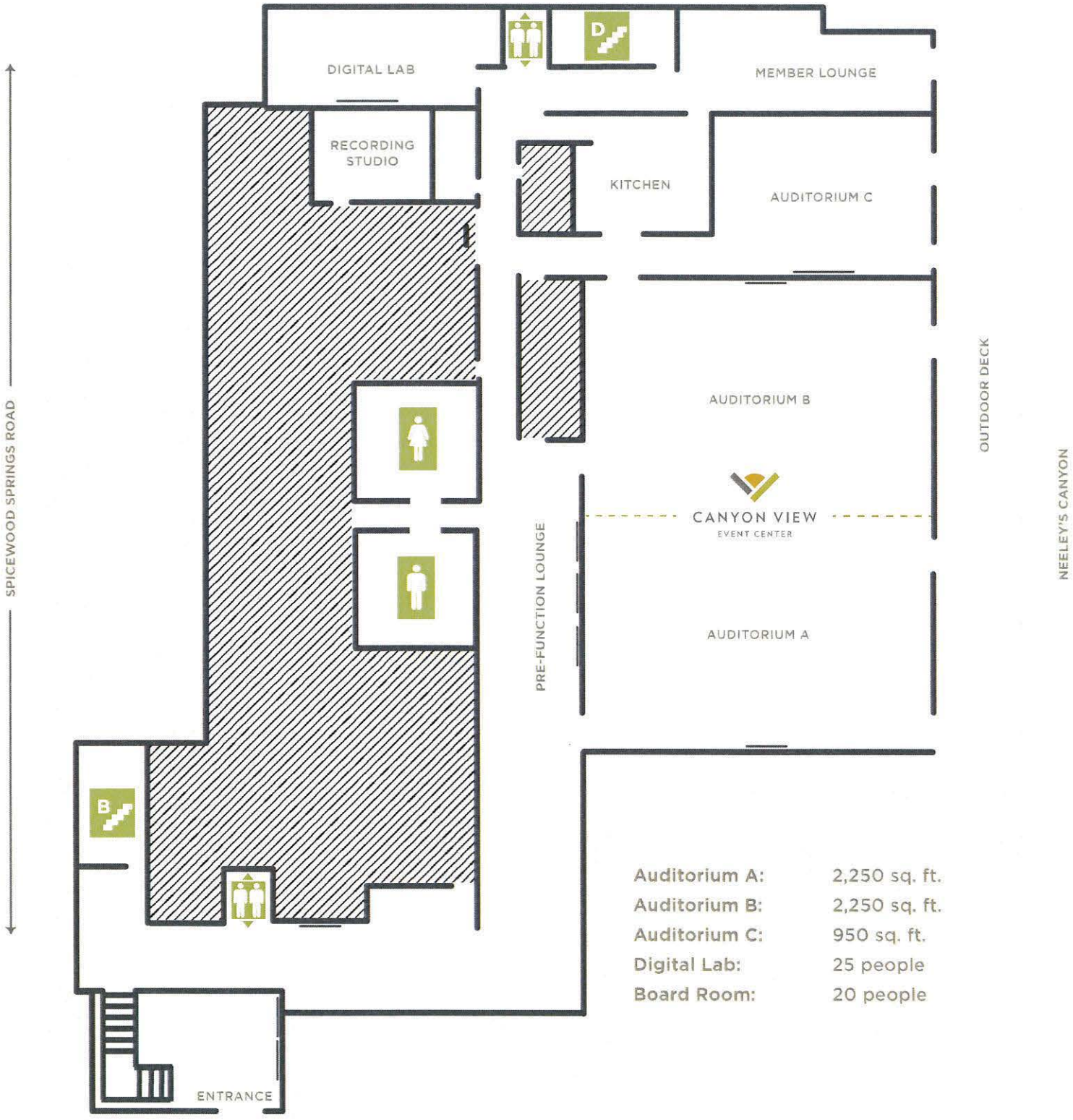
Classroom—20

View photo

Board Room

U-Shape—20

View photo


DIGITAL LAB
D
MEMBER LOUNGE
RECORDING STUDIO
KITCHEN
AUDITORIUM C
AUDITORIUM B
OUTDOOR DECK
SPICEWOOD SPRINGS ROAD
CANYON VIEW
EVENT CENTER
NEELEY'S CANYON
PRE-FUNCTION LOUNGE
AUDITORIUM A
B
ENTRANCE
Auditorium A: 2,250 sq. ft.
Auditorium B: 2,250 sq. ft.
Auditorium C: 950 sq. ft.
Digital Lab: 25 people
Board Room: 20 people

CANYON VIEW
EVENT CENTER

Facility Rental Policies

For these policies, “Group” refers to the responsible party of rental contract and “CVEC” refers to Canyon View Event Center, part of Austin/Central Texas Realty Information Service (ACTRIS) and Austin Board of REALTORS (ABoR).

ALCOHOL:
CVEC does not carry a liquor license. If the Group chooses to host a function at CVEC with alcohol, the Group is required to use TABC certified servers, and the Group must otherwise comply with all applicable laws and regulations. For events of more than 50 people that include alcohol, a security officer is required at Group’s expense (4-hour minimum). CVEC will arrange for security through their exclusive vendor and charges will be added to Group’s invoice

AUDIO / VISUAL EQUIPMENT:
Rental prices for include use of existing screens, projectors and microphones based on venue inventory. If Group is renting Auditorium A, B or Boardroom, then groups are responsible for providing laptop with HDMI or VGA connection. Rental of Auditorium C or Digital Lab include existing computer so presentation materials must be provided on flash drive or similar. Groups may not alter the configuration of the existing projector, monitors and sound systems. Should any such alteration take place, the Group will be responsible for all repairs or replacement costs incurred by or for CVEC. **AV needs must be confirmed at least 14 days prior to the event. Group is subject to a $100 fee for any onsite or day-of requests or changes.**

BALCONY:
CVEC does not allow groups to play music (live or amplified) on balcony at any time due to city ordinance and to maintain relationship with neighborhood. Balcony doors outside must be closed at all times during event There is no smoking allowed on the balcony at any time. Smoking is only allowed in the designated smoking area on the second level (P2) of parking garage. No unattended children are allowed on the balcony at any time.

CANCELLATIONS:
For cancellations more than 30 days prior to the event, CVEC will refund 100% of all deposits collected. For cancellations 30 days or less prior to the event, the Group forfeits all deposits and is subject to additional $100 cancellation fee. **For cancellations within 14 days of the event, the group forfeits all deposits and CVEC retains the right to bill the Group for the full rental fee.**

CLEANING:
The Group is responsible leaving rental space in same condition as it was provided and must check with CVEC staff prior to leaving facility for final walk thru. This includes cleaning up food, papers, decorations, and anything else brought in for the event. Items that do not fit in the indoor trash cans should be taken to the dumpsters outside. CVEC encourages recycling of boxes and other cardboard in the outdoor recycling bin. A $100 cleaning fee will be charged if the room and/or public spaces are left dirty (i.e. trash on tables, empty dishes, etc).

COLLECTIONS:

Any legal or other fees related to the collection of unpaid balances due are the sole responsibility of the Group.

CONTENT OF MEETINGS:
It is the policy of CVEC and Austin Board of REALTORS (ABoR) that the event center not be used for anti-competitive purposes. Formal or informal meetings where CVEC or ABoR members or their guests from different offices discuss commission rates, pricing structures, listing policies, or marketing practices of other brokers are strictly prohibited. CVEC reserves the right to refuse rental to any person or organization if their intended activities conflict with the REALTORS ethical standards or compete with ACTRIS or ABoR programs. This includes classes or meetings that may compete with the ABoR Academy.

CONTRACTED EVENT TIMES:
Group understands that the time(s) outlined in contract indicate exact access to building (including parking garage) for set up and that all clean up must be completed prior to contracted end time. Groups must allow for at least 60-minutes of clean up time after expected event end time and must pay rates accordingly. Any group wishing to access the building prior to 8am and after 5pm is subject to after-hours fees and these details must be coordinated with CVEC representative at least 14 days prior to event. If event start and end times change after contract is secured, an addendum must be signed at least 14 days prior to event.

DECORATIONS:
No staples, tacks, tape, or nails can be used to attach decorations to the walls. The use of candles is prohibited. No rice, birdseed, glitter, bubble solution, confetti, silly string, sparklers, or fireworks are permitted on the property.

DELIVERIES:
CVEC has no storage space for rental groups, and CVEC staff cannot accept packages or freight on behalf of the Group. All deliveries for group related items must take place during contracted rental hours. This also applies for pick-up of rental items after the conclusion of event. All items must enter and exit the building within the contracted event time.

EVENTS WITH CHILDREN UNDER 18:
Any event that includes children under the age of 18 may require additional security and cleaning services at the expense of the Group. The Group is responsible for maintaining control of all guests during the event. CVEC reserves the right to control access to certain areas of the building to maintain the safety and cleanliness of the building.

FOOD AND BEVERAGE:
All food and beverage is the responsibility of the Group and must be provided by a licensed caterer or restaurant. Group is responsible for providing insurance for any food and beverage vendor that is not included on the CVEC preferred vendor list at least 14 days prior to event. CVEC does not provide plates, utensils, cups, or linens, and CVEC staff is not responsible for food set up or clean up. It is the responsibility of the Group to clean up both inside and outside the rented space. All trash must be put into receptacles inside room or catering kitchen and any items that exceed these capacities must be taken to dumpster. Group must check room with CVEC staff prior to leaving facility.

FORCE MAJEURE:
Neither party shall be liable for any failure or delay in performance under this Agreement (other than the delay in payment by the Group of fees and expenses due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, provided that as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

INCLEMENT WEATHER:
CVEC/ABoR follows AISD schedule with regards to delays and closings due to inclement weather. Exceptions may be made directly with the CVEC Event Contact. If inclement weather is expected, please communicate in advance of event with CVEC staff to determine plan of action. Group is responsible for monitoring any potential delays or closures and communicating to event attendees accordingly.

INSURANCE:
The Group agrees to obtain and keep in force, during the term of its occupancy and use of the premises for the event, general liability insurance in the amount of $1,000,000/$2,000,000, naming ABoR/CVEC as additional insureds, and to provide a certificate of insurance of such coverage prior to the Group's use of the premises. *The contract signer is responsible for all aspects of the event, including but not limited to, providing insurance coverage as requested and following all policies as outlined in this document and by CVEC staff.*

MEMBER RATE:
Access to the "Member Discount" for rental requires a current ACTRIS or Austin Board of REALTORS member in good standing to sign the contract.
The contract signer is responsible for all aspects of the event, including but not limited to, providing insurance coverage as requested and following all policies as outlined in this document and by CVEC staff.

MUSIC/ENTERTAINMENT
Live music, bands, or amplified sound are not allowed during ABoR business hours (Monday – Friday; 8am-5pm). All rental customers are expected to maintain respectful noise levels as to not disturb other CVEC customers during their use of space. For rentals outside of business hours, Group must notify CVEC of any type of music, band or amplified sound that is planned for during event

PARKING / VALET:
CVEC has limited parking available and cannot guarantee spaces for all attendees. Valet may be required, at the Group's expense, for groups over 100 people. CVEC will secure valet services thru preferred vendorand charges will be added to group invoice. Limited parking capabilities will be outlined in event contract when applicable. CVEC always encourages groups to suggest carpooling for event attendees when possible

PAYMENTS:
Events are not confirmed until both signed contract and 20% deposit are received by CVEC. Remaining balance is due for each event 14 days before the event. Rental fee includes use of existing inventory to include: tables, chairs, projector, screen, mic, and WiFi. Rental fee also includes use of coffee and water service in room and parking in garage (based on availability).

PHOTOGRAPHY:
CVEC and ACTRIS staff members routinely take pictures of events in the building for marketing purposes such as social media and website. The Group is authorizing pictures unless they provide express, written disapproval at the time the signed contract is returned.

PRE-FUNCTION SPACE
Pre-function space outside the auditoriums is to be used only for registration and food & beverage stations. Any exceptions require written approval by CVEC at least 14 days in advance. Group understands they must consider other events in building as well as ABoR office hours. No music or similar is allowed in these areas during ABoR business hours.

ROOM ARRANGEMENTS:

The Group should work with CVEC staff to plan room layout at least 14 days in advance of event. If the Group moves the existing tables, chairs, or equipment once onsite, the Group is responsible for returning room to original configuration. **Group is subject to a $100 resetting fee for any onsite or day-of furniture requests or changes.**

SECURITY:
Any event with more than 50 people that includes alcohol will require a security officer at the expense of the Group. Any event that ends after 6pm or on a Saturday or Sunday will require a security officer at the expense of the Group. Please confirm security arrangements with CVEC staff at least 14 days prior to event. CVEC will arrange for security through their exclusive vendor. CVEC staff reserves the right to require additional security based on expected number of guests and/or type of event.

VENDORS:
Groups renting the event space may use any licensed and insured vendor (except for valet) but must provide copy of insurance for any vendor coming onsite that is not on the preferred list. Proper insurance documentation is due no less than 14 days prior to event. All rental equipment and furniture must be dropped off and picked up during contracted room times unless written approval is granted by CVEC at least 14 days in advance. CVEC does reserve the right to refuse use of certain vendors at their discretion
Electronic signature of contract indicates that Group understands and will adhere to above mentioned policies

Attachment B
Cost Proposal Form
RFP SMB0103: Facility Rental and Related Services

Vendor: Canyon View Event Center

1. FACILITY RENTAL

Instructions: Provide pricing for Items 1 through 6 below. An amount of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A 'no bid' or information left blank will be interpreted by the City that the Proposer does not wish to bid on that item.

Item	Description	Peak Pricing	Unit	% Discount - Peak Pricing	Off Peak Pricing	Unit	% Discount - Off Peak Pricing
1	Small Conventional Meeting Space (Non-Hotel)						
2	Large Conventional Meeting Space (Non-Hotel)	$400 - $5,000	per day	tbd	tbd		
3	Small Unconventional Meeting Space						
4	Large Unconventional Meeting Space						
5	Small Hotel Meeting Space						
6	Large Hotel Meeting Space						
Provide a definition for "Peak" and "Off Peak":		tbd - based on specific needs / dates and which room					

2. ADDITIONAL SERVICES OR PRODUCTS

Instructions: The City may have a future need to purchase additional related services and/or products under this Contract. Purchase of these items would be on an "as needed" basis at the prices offered in the list below, and the City makes no guarantee of purchase. Please list any additional services or products related to the Scope of Work and any associated discount. Information provided in the list below will not be used to evaluate "Cost".

SERVICE OR PRODUCT	HOW MUCH WILL YOU CHARGE THE CITY FOR THE SERVICE OR PRODUCT?	
	PRICE	UNIT OF MEASURE
example: additional breakout rooms	*$25 per room*	*per additional hour*
example: parking fees	*$5*	*per hour*
example: plated meal	*10% off*	*price list*
Audio Visual equipment	$50 - $200 TBD	per day / per item
security	$35	per hour
Valet parking	TBD	as needed

Exhibit B

ATTACHMENT C

CITY OF AUSTIN PURCHASING OFFICE
EXCEPTIONS

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

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

☒ Accepted as written. ☐ Not accepted as written. See below:

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

Page Number	**Section Number**	**Section Description**

Alternative Language:

Justification:

City of Austin
Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

June 30, 2016

Subject: Best and Final Offer of RFP SMB0103, Meeting Facilities and Related Services

Dear Finalist:

Thank you for your response to the above referenced solicitation for the City of Austin. The City has identified your firm as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

The BAFO pricing document is attached and must be completed on the form provided. Please provide pricing based ONLY on rental of your facility for the scenario listed below. Pricing should NOT include food/beverage, equipment, tables/chairs, or any other extra items, unless your pricing structure is based solely on service minimums (such as food and beverage). You may make copies of the attached form, if necessary.

Scenario: Thursday, September 15 from 6pm to 8pm

Email your completed Price Form to Ken Bragdon at Kenneth.Bragdon@austintexas.gov by 2pm local time, on July 13, 2016.

If you have any questions, please contact me at Sandy.Brandt@austintexas.gov or (512) 974-1783. You may also contact Ken Bragdon at Kenneth.Bragdon@austintexas.gov or (512) 974-2035. Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Sandy Brandt
Senior Buyer Specialist
City of Austin
Purchasing Office

Exhibit B

Pricing Form

RFP SMB0103 - Meeting Facilities and Related Services

Vendor: Canyon View Event Center

FACILITY RENTAL ONLY			
Item	**Description**	**Room Name/Description**	**Extended Price**
1	Small Conventional Meeting Space (Non-Hotel/Motel)	Auditorium A (max 100ppl) Auditorium A+B (max 225ppl)	$500.00 $1000.00
2	Large Conventional Meeting Space (Non-Hotel/Motel)		
3	Small Unconventional Meeting Space		
4	Large Unconventional Meeting Space		
5	Small Hotel/Motel Meeting Space		
6	Large Hotel/Motel Meeting Space		

includes existing AV, water stations wifi and on-site parking

☐ **Check here if pricing structure is based solely on a food and beverage minimum (or other service minimum).**

MEETING FACILITY DEFINITIONS:

Conventional Meeting Space (Non-Hotel/Motel) - Traditional meeting venues such as conference halls or conference rooms.

Unconventional Meeting Space (non-Hotel/Motel) - Venues such as lounges, restaurants, decks, art galleries, warehouses, botanical gardens, etc.

Hotel/Motel Meeting Space - Venues in which the meeting space or banquet room is located within a hotel or motel.

Small Venue - Any space 859 square feet or smaller, or for approximately 10-50 individuals.

Large Venue - Any space 860 square feet or larger, or for approximately 50 or more individuals.

EVALUATION MATRIX
Citywide Facility Rental Services
RFP SMB0103

Description	Respondent	Local Business Presence (10)	Business Organization, Experience (20)	Proposed Solutions (20)	Facility Info, Sustainable Practices (30)	Cost (20)	TOTAL (100)
Downtown; Unconventional - Small and Large	800 Congress	10	14	10	10	20	**64**
Conventional - Large	Canyon View Event Center	10	20	20	30	20	**100**
Downtown; Restaurant	Capital Grille	*	*	*	*	*	*****
Hotel/Motel - Small and Large	Comfort Suites Austin Airport	10	10	10	10	20	**60**
Hotel/Motel - Small and Large	Doubletree by Hilton Austin, N I-H 35	10	20	20	30	20	**100**
Hotel/Motel Small and Large	Hyatt Regency Austin, Downtown	10	20	20	30	20	**100**
Downtown; Restaurant; Late Hours; Unconventional - Small and Large	Iron Cactus	10	15	10	16	20	**71**
Conventional - Small and Large; Unconventional - Small and Large	Millennum Youth Entertainment Complex	10	20	20	20	20	**90**
Historic; Conventional - Small and Large; Unconventional - Small and Large	Neil Cochran House Museum	10	20	20	20	20	**90**
Conventional - Small and Large	Norris Training Systems, Inc.	10	20	20	15	20	**85**
Unconventional - Small and Large	Olive and June	10	15	10	15	20	**70**
Conventional - Small and Large	Onion Creek Club	10	20	20	30	20	**100**
Downtown; Restaurant; Morning Hours; Outdoor; Unconventional - Small	Parkside	10	15	10	15	20	**70**
Hotel/Motel - Small	Sleep Inn & Suites, Northeast	10	12	10	10	20	**62**
Downtown; Historic; Conventional - Small and Large; Unconventional - Small and Large	St. David's Episcopal Church	10	20	20	30	20	**100**
Conventional - Small and Large; Unconventional - Small and Large	Texas Computer Education Association	10	20	20	25	20	**95**
Unconventional	The Goodnight	*	*	*	*	*	*****
Outdoor; Unconventional - Small and Large	Vuka	10	20	20	20	20	**90**
Hotel/Motel - Small and Large	Wyndham Garden Hotel and Woodward Conference Center, S I-H 35	10	20	20	30	20	**100**
Unconventional - Small and Large	Zach Theatre	10	20	20	30	20	**100**

* Offer deemed non-responsive
NOTE: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded.

RFP SMB0103

SOLICITATION NUMBER: _____

City of Austin
SMBR
Small & Minority Business Resources

GOAL DETERMINATION FORM

Buyer Name/Phone	Sandy Brandt/41783	**PM Name/Phone**	Sandy Brandt/41783
Sponsor/User Dept	FSD - Purchasing	**Sponsor Name/Phone**	Georgia Billela/42939
Solicitation Number	RFP SMB0103	**Project Name**	Meeting Facilities and Relate
Contract Amount	$1,000,000	**Ad Date (if applicable)**	04/02/2016

Procurement Type

IFB - IDIQ

Project Description

Facility rental for meetings. City-wide contract.

Project History: Was a solicitation previously issued? If so, were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.*

Previously solicited as RFP. No subcontractors utilized.

List the scopes of work (commodity codes) for this project. *(Attach commodity code breakdown by percentage; eCAPRIS printout acceptable.)**

97165 - 100%

Buyer Confirmation	**Date**

FOR SMBR USE ONLY

Date Received		**Date Assigned to BDC**	

In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

○ Goals	% MBE	% WBE
○ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
○ Exempt from MBE/WBE Procurement Program		◉ No Goals

This determination is based upon the following:

[redacted]

If Other was selected, provide reasoning:

Insufficient availability of certified firms

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified

SMBR Staff	**Signature/Date** 3.23.16
SMBR Director (*or Designee*)	**Date** 3.24.16

MEMORANDUM

TO: File MA 7400 NA170000103 through NA170000119

FROM: Sandy Brandt, Procurement Specialist IV

DATE: 3/30/2017

SUBJECT: Contracts for Facility Rental and Other Services

The original intent of RFP 7400 SMB0103 was to develop an "each and combined" master agreement with multiple vendors.

The solicitation stated,

> "To accommodate a variety of meeting venue and geographic needs, the City anticipates the award of multiple contracts. The City reserves the right to award by geographic location, facility size, facility type, unique qualifications, service offerings, or any combination deemed most advantageous to the City."

Respondents were evaluated based on geography, facility type, facility size, and other offerings, resulting in 18 recommended vendors.

The RCA for an "each and combined" master agreement was approved through the Purchasing RCA process but subsequently postponed numerous times. Instead of one large master agreement with multiple vendors as originally anticipated, the procurement manager and executive leadership directed the execution of separate contracts for each recommended vendor under the rationale that each proposal was for a distinctly unique set of offerings.