



Amendment No. 4  
to  
Contract No. NS170000045  
for  
Creation of a Directory of Re-Use Opportunities  
between  
Environmentality, Inc.  
DBA Austin EcoNetWork  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 13, 2019 through July 12, 2020. Zero options will remain.
- 2.0 The total contract amount is increased by \$1,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017 – 07/12/2018	\$37,000.00	\$37,000.00
Amendment No. 1: Replace Scope of Work 10/27/2017	\$0.00	\$37,000.00
Amendment No. 2: Option 1 – Extension 07/13/2018 – 07/12/2019	\$1,500.00	\$38,500.00
Amendment No. 3: Added Revised Scope and Admin Increase 05/07/2019	\$15,000.00	\$53,500.00
Amendment No. 4: Option 2 - Extension 07/13/2019 – 07/12/2020	\$1,500.00	\$55,000.00

- 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: Amy Stansbury  
Authorized Representative

Environmentality, Inc.  
DBA Austin EcoNetWork  
P.O. Box 300188  
Austin, Texas 78703  
(512) 850-5895  
[content@austineconetwork.com](mailto:content@austineconetwork.com)

Sign/Date:

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NS170000045  
for  
Creation of a Directory of Re-Use Opportunities  
between  
Environmentality, Inc.  
DBA Austin EcoNetWork  
and the  
City of Austin

- 1.0 The City hereby amends the above referenced contract with the following:
- 1.1 Add Exhibit A2 – Scope of Work Version 1.1, Revised 05/07/19 to the contract.
- 2.0 The total contract amount is increased by \$15,000.00 for the new Scope of Work. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017 – 07/12/2018	\$37,000.00	\$37,000.00
Amendment No. 1: Replace Scope of Work 10/27/2017	\$0.00	\$37,000.00
Amendment No. 2: Option 1 – Extension 07/13/2018 – 07/12/2019	\$1,500.00	\$38,500.00
Amendment No. 3: Added Revised Scope and Admin Increase 05/07/19	\$15,000.00	\$53,500.00

- 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: *Amy Stansbury* 5/15/19

Printed Name: Amy Stansbury  
Authorized Representative

Environmentality, Inc.  
DBA Austin EcoNetWork  
P.O. Box 300188  
Austin, Texas 78703  
(512) 850-5895  
[content@austineconetwork.com](mailto:content@austineconetwork.com)  
[amyrstansbury@gmail.com](mailto:amyrstansbury@gmail.com)

Sign/Date: *Lynnette Hicks* 5/15/19

Lynnette Hicks  
Procurement Specialist IV  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701  
[Lynnette.Hicks@austintexas.gov](mailto:Lynnette.Hicks@austintexas.gov)

## Exhibit A2

### Scope of Work Addition - Version 1.1 Revised 05/07/19

1. The Contractor shall update the online Directory of Reuse Opportunities ("Directory") in Austin to include:
  - 1.1 An individual listing for every participating reuse organization or business ("organization") in Austin that either:

- Sells used clothing, household items, or other reusable items.
- Sells upcycled items as a primary component of their business
- Offers repair services for clothing, accessories, or other household items, excluding large appliance repair, automotive repair, and home repairs.
- Offers rental or sharing services, excluding real estate or car rental.

Organizations may include non-profit, for-profit, and institutional entities. The City will provide the Contractor with the most recent listing information from the former Shop Zero Waste LocallyAustin.org directory.

- 1.2 A descriptive listing for each organization that shall include:

- A description of the organization
- Contact information, including address and website (site should open website links in a new window)
- A description of the organization's mission, if applicable
- A description of what items the organization or business sells used, sells upcycled, rents/shares, and/ or accepts for repair
- Logo
- Hours of operation

- 1.3 Listings shall not include pricing.

- 1.4 The ability for the user to select the type of item followed by selecting from the action the user wants to take, to include "Buy It Upcycled," "Buy It Used," "Borrow It," "Fix It," "Resell It," and "Donate It." Alternative action titles may be used, with approval in writing by the City Contract Manager.

- 1.5 If the organization is already on the directory because it purchases or accepts donations of used items, the organization's listing shall be updated to include any missing information regarding its provision of the services listed in 1.1-1.2.

- 1.6 All new listings added shall be added into the Directory's existing Google-integrated map. The map legend shall be updated to reflect the new listing types outlined in 1.1.

2. The Contractor shall research local reuse organizations and businesses, as outlined in Item 1 above, to include in the Directory, as well as update the form that enables any missing organizations and businesses to submit the information themselves to include the listing types and information outlined in items 1.1-1.2.
3. The Contractor shall share the updated Directory via social media, its online newsletter, and on its website. It shall contribute up to \$500 in Facebook advertisements to help promote the updated Directory, in addition to the \$500 used to promote the original version of the Directory.
4. The Contractor shall provide ARR with analytics reports for the Directory that shall include the number of sessions, number of users, page views, bounce rate, traffic source channels, search terms entered, and page clicks, at least once per quarter (due October 15, January 15, April 15, and June 15 each year) or upon request. Along with the analytics reports, the Contractor shall provide ARR with a list of all new organizations added to the Directory during that quarter. Reports shall be sent to [circulareconomy@austintexas.gov](mailto:circulareconomy@austintexas.gov).
5. The Contractor shall complete the milestones as indicated below:
  - 5.1 Within 30 days of amendment execution, the Contractor shall have a draft version of the back end of the updated database to share with Austin Resource Recovery staff.

**Exhibit A2**  
**Scope of Work Addition - Version 1.1 Revised 05/07/19**

5.2 Within 60 days of amendment execution, the Contractor shall have a working draft version of the front end of the updated database to share with Austin Resource Recovery staff.

5.3 Within 90 days of amendment execution, the entire database shall be complete and ready to share with the public by updating the Directory.

5.4 Graphics shall be completed within 2 weeks of finishing the database.

5.5 Graphics and other promotional content shall be via social media by the Contractor throughout the contract term.

6. A breakdown of expenses is included below:

<b>Service</b>	<b>Price</b>	<b>Milestone</b>
Data Entry and Research	\$10,000	5.1
Website Updates	\$2,000	5.2 (50%) & 5.3 (50%)
Graphics Creation	\$2,500	5.4
Social Media Promotion	\$500 (reimbursement of Facebook advertisements)	5.5



Amendment No. 2  
to  
Contract No. NS170000045  
for  
Creation of a Directory of Re-Use Opportunities  
between  
Environmentality, Inc.  
DBA Austin EcoNetWork  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 13, 2018 through July 12, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$1,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017 – 07/12/2018	\$37,000.00	\$37,000.00
Amendment No. 1: Replace Scope of Work 10/27/2017	\$0.00	\$37,000.00
Amendment No. 2: Option 1 – Extension 07/13/2018 – 07/12/2019	\$1,500.00	\$38,500.00

- 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: Amy Stansberry  
Authorized Representative

Environmentality, Inc.  
DBA Austin EcoNetWork  
P.O. Box 300188  
Austin, Texas 78703  
(512) 294-4744  
[content@austineconetwork.com](mailto:content@austineconetwork.com)

Sign/Date:

Mike Zambrano, Jr.  
Contract Management Specialist III

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



Amendment No. 1  
of  
Contract No. NS170000045  
for  
Creation of a Directory of Reuse Opportunities  
between  
Environmental, Inc dba Austin EcoNetwork  
and the  
City of Austin

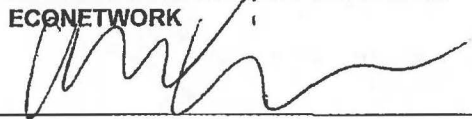
- 1.0 The City hereby replaces Exhibit A – Scope of Work with the Scope of Work attached hereto as Exhibit A1 – Scope of Work.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 7/13/17 – 7/12/18	\$37,000.00	\$37,000.00
Amendment No. 1: Replace Scope of Work	\$0.00	\$37,000.00

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

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

ENVIRONMENTALITY, INC dba AUSTIN  
ECONETWORK


  
Signature

Amy Stangor  
Printed Name of Authorized Person

Editor-In-Chief  
Title

10/27/17  
Date

CITY OF AUSTIN

  
Signature

Sandy Wirtanen  
Printed Name of Authorized Person

Procurement Specialist IV  
Title

10/27/17  
Date

## EXHIBIT A1 – SCOPE OF WORK

1. The Contractor shall create an online Directory of Reuse Opportunities (“Directory”) in Austin which shall include:
  - 1.1 An individual listing for every participating reuse organization or business in Austin that accepts donations of or purchases used clothing, household items, or other reusable items.  
Participating reuse organizations and businesses include:
    - Both nonprofit and for-profit thrift stores
    - Nonprofit organizations that continually accept donations of clothing or household items for reuse as part of their primary mission, and that solicit these donations from the public at-large
  - 1.2 A descriptive listing for each organization that shall include:
    - A description of the organization
    - Contact information
    - A description of the organization’s mission
    - A list of accepted items
    - A description of what the organization does with the items it accepts
    - Logo
    - Hours of operation
    - How to drop off or donate
    - Whether donations are tax deductible
  - 1.3 The ability for the user to search by organization, item, location, item quality, as well as a reuse center’s for-profit or non-profit status. The Contractor shall be as specific as possible in categorizing item types (i.e. “shoes” instead of “clothing and accessories”). Keyword tags shall be integrated so that organizations can be categorized and searched for based on criteria such as programs they offer, populations they serve, etc. (e.g., homeless services, drug rehabilitation, religious-affiliated). ARR may require these searchable terms and keywords be approved by the City’s Contract Manager.
  - 1.4 A Google-integrated map will allow users to see all of the City’s reuse options by location.
2. The Directory shall be hosted on AustinEcoNetwork.com and shall be created and maintained by the Contractor. The site shall be accessible on both desktop and mobile platforms. The Directory shall be free to use and open to the public. The contents of the Directory and database shall also be freely shared with Austin Resource Recovery. Austin Resource Recovery will own the data gathered for all organizations within the Austin City Limits and retains the rights to reuse or revise the completed tool after the end of the Contract without cost or seeking further consent or approval from Contractor.
3. The Contractor shall research local reuse organizations and businesses, as outlined in Item 1 above, to include in the Directory, as well as create a form that enables any missing organizations and businesses to submit the information themselves (pending review by the Contractor).
4. The Contractor shall create a minimum of five shareable graphics to promote the Directory of Reuse Opportunities to the general public.
5. The Contractor shall share the Directory via social media, its online newsletter, and on its website. It shall contribute up to \$500 in Facebook advertisements to help promote the Directory.
6. Maintenance shall include technical oversight, researching and adding of new reuse businesses and nonprofits at least semi-annually (twice per year) and continued promotion of the resource.
7. If technical problems arise and the site is unusable, Contractor shall notify ARR immediately and resolve the issue within three business days.
8. After the Contract term ends, if both parties are in agreement, a new contract can be developed to overhaul and refresh the Directory and continue the service.

## **EXHIBIT A1 – SCOPE OF WORK**

9. The Contractor shall feature Austin Resource Recovery as the sponsor of the Directory and include the Austin Resource Recovery logo (as provided by the City) on the top of the directory, as well as on all promotional materials.
10. The Contractor shall complete the milestones as indicated below:
  - 10.1 Within 30 days, the Contractor shall have a draft version of the back end of the database to share with Austin Resource Recovery staff.
  - 10.2 Within 60 days, the Contractor shall have a working draft version of the front end of the database to share with Austin Resource Recovery staff.
  - 10.3 Within 90 days, the entire database shall be complete and ready to share with the public. Graphics shall be completed within 2 weeks of finishing the database and shall be promoted and shared via social media by the Contractor.



**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Environmentality, Inc dba Austin EcoNetwork  
For  
Creation of a Directory of Reuse Opportunities  
MA 1500 NS170000045**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Environmentality, Inc. dba Austin EcoNetwork ("Contractor"), having offices at Austin, TX 78768.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Amy Stansbury, Phone: 609-744-5458, Email Address: amyrsansbury@gmail.com. The City's Contract Manager for the engagement shall be Natalie Betts, Phone: (512) 974-9235, Email Address: natalie.betts@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein 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.

2.2 **Tasks.** The Contractor shall provide the creation of a directory of reuse opportunities for the City of Austin. In order to accomplish the work described herein, the Contractor shall perform the tasks as described in the Scope of Work attached hereto as Exhibit A.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid as indicated herein an initial contract amount of \$37,000 with two (2) twelve (12) month extension options at \$1,500 per year for a total contract amount not to exceed \$40,000.

A breakdown of expenses is as follows:

Service/Materials	Price Breakdown
Website work – Includes contract work for a web developer, as well as staff time	\$7,000.00
Data Entry and Research	\$22,000.00
Graphics Creation and Social Media Promotion	\$3,000.00
Initial Maintenance	\$5,000.00

Two-year Maintenance	\$3,000.00
<b>Total:</b>	<b>\$40,000.00</b>

Two-year maintenance is broken down to \$1,500 per year. This includes Contractor's staff time for updating and inputting information about new businesses as well as handling requests for information from the existing database businesses for \$1,250 per year with website developer updates for \$250 per year.

### 3.2 **Invoices.**

3.2.1 **Invoices shall contain 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. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be emailed to [ARR.AP@austintexas.gov](mailto:ARR.AP@austintexas.gov) with a copy sent to [Natalie.betts@austintexas.gov](mailto:Natalie.betts@austintexas.gov)

3.2.2 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.

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

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

### 3.3 **Payment.**

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

3.3.2 **If payment is not timely made, (per this paragraph), 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.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

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

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

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

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

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

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

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

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

3.3.5 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 transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **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 Contract will be reviewed against the City's Travel Policy 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 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 Regulation.

#### 3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

### SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 12 months with two (2) twelve (12) month extension options.

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

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (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 Contractor to the City.

**4.4 Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. 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.

**4.5 Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**4.6 Fraud.** Fraudulent statements by the Contractor on any Offer 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.

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The 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.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

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

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

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

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

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverage A (Bodily Injury and Property Damage). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$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. The policy shall contain the following endorsements:

5.1.2.2.1 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No 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.

5.2.2 **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.

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

## 5.4 **Delays.**

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

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

5.5 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees

to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

**5.5.2 Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

**5.5.3 Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

**5.6 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

**5.7 Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 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 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 of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **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.

### **7.2 Workforce.**

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

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

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

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

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

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

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might



reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- 7.4.1 disposal of major assets;
- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- 7.4.3 any significant termination or addition of provider contracts;
- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

## 7.5 **Audits and Records.**

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

### 7.5.2 Records Retention:

7.5.2.1 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.

7.5.2.2 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.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

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

## 7.7 **Indemnity.**

### 7.7.1 Definitions:

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

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

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

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

**7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS 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.**

7.8 **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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **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 City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: CA's Name, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Contractor's Name

ATTN: Name, Contract Manager

Street Address

City, State Zip Code

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate

protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **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 with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **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.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

## 7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the 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.

7.21 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

7.23 **Holidays.** The following holidays are observed by the City:

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

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

7.24 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

7.26 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.27 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

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

7.27.2 the Supplemental Purchase Terms and Conditions;

7.27.3 the Standard Purchase Terms and Conditions;

7.27.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

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

**ENVIRONMENTALITY, INC dba AUSTIN  
ECONETWORK**



Signature

Amy Stansbury  
Printed Name of Authorized Person

Editor-In-Chief  
Title

7/10/17  
Date

Date

**CITY OF AUSTIN**



Signature

Sandy Wirtanen  
Printed Name of Authorized Person

Procurement Specialist III  
Title

7/13/17  
Date

Date

## List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Non Discrimination Certification, Section 0800

## **Service Contract Between the City of Austin and the Austin EcoNetwork For the Creation of a Directory of Reuse Opportunities**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Austin EcoNetwork ("Contractor").

The City and Contractor agree as follows:

### **Scope of Work**

1. The Contractor shall create an online Directory of Reuse Opportunities ("Directory") in Austin.

The Directory will include:

- An individual listing for every participating reuse organization or business in Austin that accepts donations of or purchases used clothing or household items.
  - Both nonprofit and for-profit thrift stores
  - Nonprofit organizations that continually accept donations of clothing or household items for reuse as part of their primary mission, and that solicit these donations from the public at-large
- Listings will include:
  - A description of the organization
  - Contact information
  - A description of the organization's mission
  - A list of which items it accepts
  - A description of what the organization does with the items it accepts
  - Logo
  - Hours of operation
  - How to drop off or donate
  - Whether donations are tax deductible
- Users will have the ability to search by organization, item, location, item quality, as well as a reuse center's for-profit or non-profit status.
  - Keyword tags shall be integrated so that organizations can be categorized and searched for based on criteria such as programs they offer, populations they serve, etc. (e.g., homeless services, drug rehabilitation, religious-affiliated)
  - ARR may require approval of the list of searchable terms and keyword tags.
  - Austin EcoNetwork will be as specific as possible in categorizing item types (i.e. "shoes" instead of "clothing and accessories.")
- A Google-integrated map will be integrated, which will allow users to see all of the City's reuse options by location.

The Directory will be hosted on AustinEcoNetwork.com and will be created and maintained by Contractor's staff. The site will be accessible on both desktop and mobile platforms. The Directory will be free to use and open to the public. The contents of the Directory and database will also be freely shared with Austin Resource Recovery. Austin Resource Recovery will own the data gathered for all organizations within the Austin City Limits and retains the rights to reuse or revise the completed tool after the end of the Contract without cost or seeking further consent or approval from Contractor.



2. The Contractor shall research local reuse organizations and businesses, as outlined in Item 1 above, to include in the Directory, as well as create a form that enables any missing organizations and businesses to submit the information themselves (pending review by the Contractor).
3. The Contractor shall create a minimum of five shareable graphics to promote the Directory of Reuse Opportunities to the general public.
4. The Contractor shall share the Directory via social media, its online newsletter, and on its website. It shall contribute up to \$500 in Facebook advertisements to help promote the Directory.
5. This Contract shall be effective as of the date of the last party's execution of this Contract, unless otherwise stated. The Contractor shall maintain the Directory of Reuse Opportunities for 2 years from the Effective Date.
  - a. Maintenance will include technical oversight, researching and adding of new reuse businesses and nonprofits at least semi-annually (twice per year), and continued promotion of the resource.
  - b. If technical problems arise and the site is unusable, AEN will notify ARR immediately and resolve the issue within three business days.
6. After the Contract terms ends, if both parties are in agreement, a new contract can be developed to overhaul and refresh the Directory and continue the service.
7. The Contractor shall feature Austin Resource Recovery as the sponsor of the Directory and include the Austin Resource Recovery logo (as provided by the City) on the top of the directory, as well as on all promotional materials.

### **Compensation**

In consideration for the services, supplies and materials to be performed under this Contract, the Contractor shall be paid an amount equal to, and not-to-exceed, \$37,000.00.

A breakdown of expenses is as follows:

<b>Service/Materials</b>	<b>Price Breakdown</b>
Website Work (includes contract work for a web developer, as well as staff time)	\$7,000.00
Data Entry and Research	\$22,000.00
Graphics Creation and Social Media Promotion	\$3,000.00
Maintenance	\$5,000.00
<b>Total:</b>	<b>\$37,000.00</b>

### **Timeline**

The Contractor will complete the Directory Database within 3 months of the signing of this Contract.

- Within 30 days, the Contractor will have a draft version of the back end of the database to share with Austin Resource Recovery staff.
- Within 60 days, the Contractor will have a working draft version of the front end of the database to share with Austin Resource Recovery staff.
- Within 90 days, the entire database will be complete and ready to share with the public. Graphics will be completed within 2 weeks of finishing the database and will be promoted and shared via social media.



**EXHIBIT B**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.


#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10<sup>th</sup> day of JULY, 2017

CONTRACTOR  
Authorized  
Signature

Title

  
Amy Stansberry  
Editor-in-Chief



## City of Austin FSD Purchasing Office

### Certificate of Exemption

DATE: 03/31/2017

DEPT: Austin Resource Recovery

TO: Purchasing Officer or Designee

FROM: Emlea Chanslor

BUYER: Sandy Wirtanen

PHONE: (512) 974-1898

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters



- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Austin Resource Recovery (ARR) is seeking to develop a reuse directory where Austin residents can find a comprehensive listing of options in the community where they can donate or sell their used goods. ARR would like to pursue a sole source contract with Austin EcoNetwork (AEN) to develop this directory because of their experience in the community and in the reuse industry, as well as the credibility they have established with individuals and organizations, AEN is in a unique position to quickly, efficiently and effectively develop this directory. AEN has existing partnerships with more than 30 local environmental organization, and they already have an internal directory of approximately 100 reuse organizations. If this contract is awarded, they will be expanding upon this existing list and making it available for public use.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

AEN is a well-known, reliable source for sustainability resources. They are knowledgeable about the reuse opportunities in Austin, have existing relationships with organizations, and have the expertise to work with the local reuse community to create a comprehensive directory. Austin Resource Recovery is interested in sponsoring this directory because AEN is uniquely positioned to make this project a success due to their expertise and credibility.

AEN is in a position to create this directory much more quickly than any other organizations. First, because they already have an internal directory of approximately 100 organizations, so they would not be starting from scratch. Second, because they already have a well-known website on which to host the directory, they will not have to invest the same amount of time or money on developing a website or on promoting it as an organization starting from scratch would have to. The ability to quickly develop and release the directory is especially important in light of City Council Resolution No. 20170202-045, which directs ARR to implement a public awareness campaign to "encourage customers to first donate useable items to one of the many non-profit organizations in the City, and, as appropriate, facilitate such donations."

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with the Austin EcoNetwork (AEN) which will cost approximately \$ 37,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Emilia L. Chandler

4-26-17

Originator

Date

Approved  
Certification

[Signature]

4/26/17

Department Director or designee

Date

Assistant City Manager / General Manager  
or designee (if applicable)

Date

Purchasing Review  
(if applicable)

[Signature]  
Buyer

4/1/17

Date

Manager Initials

Exemption Authorized  
(if applicable)

Purchasing Officer or designee

Date

02/26/2013





**Austin EcoNetwork**  
AustinEcoNetwork.com  
Austin's local environmental news source

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To Whom It May Concern,

The Austin EcoNetwork is uniquely qualified to provide the City of Austin with the best service possible in creation of an Austin Reuse Database. The Austin EcoNetwork is a local environmental news source and community resource that has been serving the Austin area for more than 10 years. Throughout the years, we have amassed an unparalleled amount of trust and knowledge within the local environmental community. It is this combination of experience, ability, and trust that puts the Austin EcoNetwork in the best position to deliver the best product for the City of Austin.

#### **Experience and Knowledge**

The Austin EcoNetwork has over 10 years of experience in keeping on top of local environmental issues. More specifically to this project, our staff has a broad base of knowledge on local recycling and zero waste issues. We have been on tours of the Materials Recovery Facilities of both Texas Disposal Systems and Balcones Resources, as well as the people-powered MRF at Goodwill. We have conducted a countless number of interviews with many in Austin's local zero waste community, including city staff, environmental advocates, business leaders, and even recycling truck drivers.

Since the Austin EcoNetwork is the area's only environmental news source, this deep knowledge of the region's entire recycling and reuse economy is unparalleled and will be vital to the creation of a Reuse Database. Through this experience and intimate knowledge of Austin's local recycling and reuse industry, we have also already developed our own internal list of reuse businesses in Austin. Our own list has information about nearly 100 local reuse businesses, and although a lot of work is needed to make it ready for public consumption, it gives us a leg up in producing a public-facing database in an expedited, cost-efficient, and accurate manner.

#### **Broad-based trust within the local environmental community**

A key element in ensuring that the Reuse Directory has a maximum amount of impact within Austin is that the local environmental community supports and promotes it. The Austin EcoNetwork has partnerships with over 30 local environmental organizations and businesses in Austin. Collectively, they have over 576,643 Facebook followers, which the Austin EcoNetwork is in the unique position to tap into. Through our partnership program, we are in constant communication with every major environmental nonprofit in Austin, including many eco-friendly businesses. Enabling the Austin EcoNetwork to produce the Reuse Directory will not only ensure that all of these organizations trust the database; it will also ensure that they share the database regularly with their followers and members. No other organization in Austin is in a position to do that.

#### **Large Reach**

Years of serving the Austin community has made the size and reach of our network and readership base unmatched in the area. With our email newsletter and website, we reach over



10,000 Austinites each week. Through our social media networks, we reach another 4,500 Austinites each week. This gives us the ability to reach Austinites who are actively involved in the local environmental community, as well as to reach the larger general public.

Together, our website and newsletter have become must-reads for anyone in Austin interested in the environment. One longtime reader put it this way - "AEN helped me find my dream career, 10 years ago! The weekly newsletter is an easy read that keeps me up to speed on the pulse of all things environmental in Austin, the news that matters to me most!"

We take pride in these types of testimonials, and we also know that you can't get reactions like that overnight. It has taken years for us to develop this kind of trust and enthusiasm in our local community. In creating the Reuse Directory, we will be able to translate this trust and enthusiasm into excitement and interest in the directory itself. No other organization in Austin is in a position to do that.

The Reuse Directory will only work if the Austin community trusts the information it provides and chooses to use it. The Austin EcoNetwork is able to deliver on both of these fronts, by leveraging our large readership base and reputation for delivering trustworthy information.

#### **Low cost**

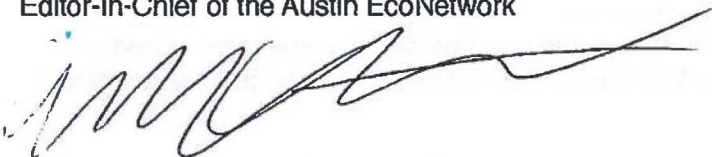
Taken together, our large existing readership base, trust within the local environmental community, and experience and knowledge will allow us not only to deliver the best product to the city, but will allow us to do so in a cost effective manner. We already have a website in place that is used by the community as a resource for information about the environment. This means that unlike other organizations, we would not have to create a new platform from scratch. We already have a popular and functioning website that is frequently used by the community as an environmental resource. This makes us a natural home for the Reuse Directory and means that we will not have to spend as much money as other organizations would in developing the web-based technology necessary for creating the Reuse Directory.

Our experience and knowledge within the local reuse economy in Austin also means that we have a leg up in understanding the deep need within the community for this Reuse Directory. Through our day-to-day work at the Austin EcoNetwork, we have already spoken with many of this city's reuse leaders and have a deep understanding of what the community wants to get out of this directory. No other organization can offer this.

In addition to frequent conversations with local reuse leaders, we also already have an internal draft list of local reuse businesses and nonprofits in town. We already use this list to assist any of our readers who call in with questions. A lot of work is needed to make it ready for public consumption, but again, it gives us a leg up in creating the Reuse Directory and allows us to create the directory at a lower cost.

In conclusion, for all of these reasons, the Austin EcoNetwork is in the best position to provide the best product for the City of Austin. We are dedicated to ensuring that a top-notch Reuse Directory gets built, all in service of the city and its residents.

Signed,  
Amy Stansbury  
Editor-In-Chief of the Austin EcoNetwork

A handwritten signature in black ink, appearing to be 'Amy Stansbury', written over a horizontal line.



**To:** Sam Angoori, P.E., Interim Director *SA 4/26/17*  
Tammie Williamson, CNU-A, AICP, Assistant Director

**From:** Emlea Chanslor, Interim Division Manager, Strategic Initiatives

**Date:** April 26, 2017

**Subject:** Austin EcoNetwork Reuse Directory Sole Source Contract

The purpose of this memo is to seek approval for Austin Resource Recovery (ARR) to enter into a \$37,000 two-year, sole source contract with the Austin EcoNetwork (AEN) to develop a Reuse Directory. AEN will feature ARR as the sponsor of the Directory of Reuse Opportunities and include the ARR logo on the top of the directory and on all promotional materials.

AEN already has an internal directory with approximately 100 reuse organizations on it. This project will expand its scope in order to create a publically accessible, comprehensive directory to support ARR's ongoing efforts to promote the reuse community. Development of this directory is consistent with Austin City Council direction to find opportunities to collaborate with non-profit organizations to increase reuse and resale of household items (Resolution No. 20160202-045, approved on February 2, 2017).

AEN has agreed to research, develop and maintain the directory for a period of two years. The directory will be hosted on AustinEcoNetwork.com and will be free to use and open to the public. The \$37,000 cost is itemized as follows:

- \$7,000 – Website work
- \$22,000 – Data entry and research
- \$3,000 – Graphics creation and social media promotion
- \$5,000 – Maintenance

The directory will include:

- Individual listings for each participating reuse organization, both nonprofit and for-profit, in Austin that accepts donations of clothing or household items.
- Listings will include information such as an organization description, contact information, mission statement, accepted items, a description of what the organization does with accepted items, hours of operation, and how to donate.
- A Google-integrated map which will allows users to see all reuse options by location.







AEN will complete the Directory of Reuse Opportunities Database within 3 months of the signing of the contract.

- Within 30 days, the Austin EcoNetwork will have a draft version of the back end of the database to share with Austin Resource Recovery staff.
- Within 60 days, the Austin EcoNetwork will have a working draft version of the front end of the database to share with Austin Resource Recovery staff.
- Within 90 days, the entire database will be complete and ready to share with the public.
- Graphics will be completed within 2 weeks of finishing the database and will be promoted and shared via social media.

Staff Recommendation: Staff recommends approval. If you have any questions, please contact me at [Emlea.Chanslor@austintexas.gov](mailto:Emlea.Chanslor@austintexas.gov) or (512) 974-1989.

