



Amendment No. 5
Of
Contract No. NA170000202
for
Nutritious Food Incentive Program Pilot
between
Central Texas Food Bank, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. The extension option will be effective January 1, 2020 to December 31, 2020. One option remains.
- 2.0 The total contract amount is increased by \$58,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/31/2017 – 12/31/2017	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 01/01/2018 – 12/31/2018	\$58,000.00	\$88,000.00
Amendment No. 2: Delete and Replace Tab 8 - Price Proposal	\$0.00	\$88,000.00
Amendment No. 3: Delete and Replace Exhibit A – Budget Amendment	\$0.00	\$88,000.00
Amendment No. 4: Option 2 01/01/2019 – 12/31/2019	\$58,000.00	\$146,000.00
Amendment No. 5: Option 3 01/01/2020 – 12/31/2020	\$58,000.00	\$204,000.00

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

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

Signature & Date: [Signature] 12/11/19
Printed Name:
Authorized Representative

Central Texas Food Bank
6500 Metropolis Drive
Austin, TX 78745
512-684-2106

Signature & Date: [Signature] 12-12-19
Cindy Reyes
Contract Management Specialist III
Purchasing Office



Amendment No. 4
Of
Contract No. NA170000202
for
Nutritious Food Incentive Program Pilot
between
Central Texas Food Bank, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. The extension option will be effective January 1, 2019 to December 31, 2019. Two options remain.
- 2.0 The total contract amount is increased by \$58,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/31/2017 – 12/31/2017	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 01/01/2018 – 12/31/2018	\$58,000.00	\$88,000.00
Amendment No. 2: Delete and Replace Tab 8 - Price Proposal	\$0.00	\$88,000.00
Amendment No. 3: Delete and Replace Exhibit A – Budget Amendment	\$0.00	\$88,000.00
Amendment No. 4: Option 2 01/01/2019 – 12/31/2019	\$58,000.00	\$146,000.00

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

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

Signature & Date: [Signature] 12/3/18
Printed Name:
Authorized Representative

Central Texas Food Bank
6500 Metropolis Drive
Austin, TX 78745
512-684-2106

Signature & Date: [Signature] 12-18-18
Cindy Reyes
Contract Management Specialist III
Purchasing Office



Amendment No. 3
to
Contract No. MA 9100 NA170000202
for
Nutritious Food Incentive Program Pilot
between
Central Texas Food Bank, Inc.
and the
City of Austin

1.0 The City hereby amends the contract as follows:

1.1 The total Agreement amount is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Basic Term: 07/31/2017 – 12/31/2017	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 01/01/2018 – 12/31/2018	\$58,000.00	\$88,000.00
Amendment No. 2: Delete and Replace Tab 8 – Price Proposal	\$0.00	\$88,000.00
Amendment No. 3: Delete and Replace Exhibit A – Budget Amendment	\$0.00	\$88,000.00

1.2 Delete Exhibit A – Budget Amendment and replace with the attached Exhibit A – Budget Amendment.

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

3.0 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.

8.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date: *Derrick Cauters* 7/4/18
DERRICK CAUTERS

Printed Name:
Authorized Representative

Central Texas Food Bank, Inc.
6500 Metropolis Dr.
Austin, Texas 78744

Signature & Date:

John Hilbun 09/11/18
John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

Exhibit A - Budget Amendment

Central Texas Food Bank
Contract #NA170000202 - Amendment 3

Basic Term 07/31/17 - 12/31/17	
Description	Revised Budget
Salaries plus Benefits	21,900
Program Subcontractor	8,100
Incentive Reimbursement	0
Total Budget	30,000

Amendment #1: Option 1 Term 01/01/18 - 12/31/18	
Description	Revised Budget
Salaries plus Benefits	56,000
Program Subcontractor	2,000
Incentive Reimbursement	0
Total Budget	58,000



Amendment No. 1
of
Contract No. NA170000202
For
NUTRITIOUS FOOD INCENTIVE PROGRAM
between
CENTRAL TEXAS FOOD BANK, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2018, to December 31, 2018, three options remain.
- 2.0 The total contract amount is increased by \$58,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/31/2017 – 12/31/2017	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 01/01/2018 – 12/31/2018	\$58,000.00	\$88,000.00

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

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

Signature & Date:

Printed Name: Derrick Chubbbs
Authorized Representative

Signature & Date:

Marty James 12-28-2017
Marty James, Procurement Specialist II
City of Austin
Purchasing Office

Central Texas Food Bank, Inc.
6500 Metropolis Dr.
Austin, Texas 78744

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
CENTRAL TEXAS FOOD BANK, Inc. (“Contractor”)
for
NUTRITIOUS FOOD INCENTIVE PROGRAM
NA170000202**

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

This Contract is between CENTRAL TEXAS FOOD BANK, Inc. having offices at Austin, TX 78744 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP MHJ0114.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), MHJ0114 including all documents incorporated by reference
- 1.1.3 CENTRAL TEXAS FOOD BANK, Inc. Offer, dated June 23,2017, including subsequent clarifications

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

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

1.3 Term of Contract. The Contract will be in effect for an initial term of six (6) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$30,000.00 for the initial Contract term and up to \$58,000.00 for each extension option based on approved annual funding. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

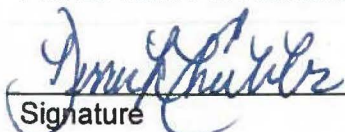
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

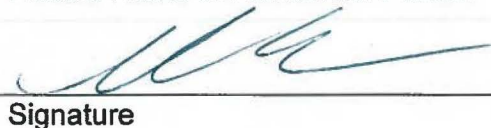
CENTRAL TEXAS FOOD BANK, INC.

CITY OF AUSTIN

Derrick Chubb
Printed Name of Authorized Person

Marty James
Printed Name of Authorized Person


Signature


Signature

CEO
Title:

Procurement Specialist II
Title:

7/31/2017
Date:

07-31-2017
Date:

June 27th, 2017

OFFEROR:

Central Texas Food Bank, Inc.

CONTACT:

Alan Robinson, Chief Financial Officer

6500 Metropolis Dr.

Austin, TX 78744

(512) 684-2106

arobinson@centraltexasfoodbank.org

IN RESPONSE TO:

RFP MHJ0114

NUTRITIOUS FOOD INCENTIVE PROGRAM

Central Texas Food Bank, Inc.
RFP MHJ0114
NUTRITIOUS FOOD INCENTIVE PROGRAM

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

SOLICITATION NO: MHJ0114

DATE ISSUED: June 12, 2017

COMMODITY/SERVICE DESCRIPTION: RFP Nutritious Food Incentive Program

REQUISITION NO.: RQM 9100 17042000449

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 95243

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

Marty James
Procurement Specialist II

Phone: (512) 974-3164

E-Mail: Marty.James@austintexas.gov

PROPOSAL DUE PRIOR TO: June 27, 2017 2:00 PM

PROPOSAL OPENING TIME AND DATE: June 27, 2017 3:00 PM

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

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

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ0114	Purchasing Office-Response Enclosed for Solicitation # MHJ0114
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES (USB) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Central Texas Food Bank, Inc.	
Physical Address	6500 Metropolis Dr., Austin, TX 78744	
Is your headquarters located in the Corporate City Limits? (circle one)	<u>Yes</u>	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<u>No</u>

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

City of Austin, Texas
Section 0800
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 23rd day of June, 2017

CONTRACTOR

Central Texas Food Bank, Inc.

Authorized
Signature



Chief Financial Officer

Title

Section 0815: Living Wages Contractor Certification

Company Name Central Texas Food Bank, Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
Emily DeMaria	Chief Program Officer
Kathy Green	Senior Director, Advocacy and Public Policy

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Central Texas Food Bank, Inc.

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Tab 2 – Business Organization

Central Texas Food Bank, Inc.

6500 Metropolis Dr.

Austin, TX 78744

(512) 282-2111

www.centraltexasfoodbank.org

EIN: 74-2217350

The Central Texas Food Bank is a Nonprofit Corporation and Limited Partnership, incorporated in the State of Texas. It was issued its original Certificate of Incorporation on March 3, 1982 as the Capital Area Food Bank of Texas, and was issued a Certificate of Amendment on May 31, 2016 recognizing the change of name to Central Texas Food Bank, Inc.

The Central Texas Food Bank is not the subsidiary of any other organization, and all work will be performed from its sole location at the address above. The Central Texas Food Bank is tax-exempt under Internal Revenue Code (IRC) Section 501 (C)(3).

Attachment A – Certificate of Incorporation

Attachment B – Certificate of Amendment

Attachment C – IRS Determination Letter

Tab 3 – Authorized Negotiator

Alan Robinson
Chief Financial Officer
Central Texas Food Bank, Inc.
6500 Metropolis Dr.
Austin, TX 78744
512-684-2106
arobinson@centraltexasfoodbank.org

Tab 4 – References

Reference 1:

Agency:	Travis County Health and Human Services
Year Contract Was Awarded:	Food Bank contract since 2007 Mobile Food Panty contract since 2014
Length of Contract:	Food Bank contract – annual Mobile Food Pantry contract – annual
Agency Contract Manager:	Korey Darling (Program Lead)
Title:	Planning Manager
Direct Telephone Number:	512-854-4275
Email Address:	korey.darling@traviscountytx.gov

Tab 5 – Executive Summary

The Central Texas Food Bank (CTFB) proposes to serve as the contracting agency for Austin Public Health's Nutritious Food Incentive Program (NFIP), responsible for administering the program and issuing incentive reimbursements to participating retailers in the pilot.

The mission CTFB is to nourish hungry people and lead the community in the fight against hunger. We believe that hunger is unacceptable, especially when our community has the resources to feed everyone in need. Our ultimate goal is to ensure that anyone at risk of hunger in Central Texas has access to nutritious food that not only provides immediate relief from the physical pain of hunger, but also provides a foundation for good health and well-being.

Beyond providing direct access to emergency food assistance through food pantries and other programs, CTFB serves as a convener to focus the community's efforts to address hunger and food insecurity. To carry out its mission CTFB must work closely with stakeholders across the food systems landscape from the agencies that provide services for low-income households to the grocery retailers donating excess inventory. CTFB works with state government agencies to administer programs connecting clients with federal nutrition benefits, and with local governments across Central Texas to meet the specific needs of their communities.

The scale of CTFB's services and the breadth of its partnerships offer opportunities to test innovative strategies that overcome barriers to nutrition and health. By pairing federal nutrition benefits with local resources, CTFB's initiatives often increase the impact of each, providing additional resources for clients in a single contact and bringing services directly to the communities where eligible people live and work.

In 2016 and 2017, for example, CTFB worked with the Housing Authority of the City of Austin (HACA) to provide free summer meals to children at HACA residences via the USDA's Summer Food Service Program (SFSP). By designing an innovative delivery model that provided stipends to HACA resident leaders to directly run the program, CTFB is able to provide thousands of meals to children at HACA properties across the community each summer. This initiative leveraged federal funding to target nutrition assistance in coordination with local government resources, while also bringing in additional private funding to supplement federally sponsored meals with distributions of fresh produce.

CTFB is also building strong relationships with health care partners as a key strategy to addressing hunger as a health issue. CTFB is partnering with the healthcare community to screen patients for food insecurity utilizing

a validated, two-question screening tool. Patients that screen food insecure are referred to CTFB for SNAP application assistance and referrals to additional community food resources.

CTFB has offered SNAP enrollment assistance since 2007, working with community partners to educate likely SNAP-eligible households on benefit eligibility and offering one-on-one application assistance. According to a comprehensive survey of CTFB clients in 2014, only 44% of client households reported participation in SNAP. Among those, 87% reported that monthly SNAP benefits only lasted for three weeks or less. The most effective way to combat food insecurity and promote food access is by strengthening the ability of low-income households to purchase nutritious foods at their local grocery retailers.

Furthermore, CTFB has a history of working with large and small retail partners at the corporate and store level to rescue excess inventory, to conduct annual point-of-sale fundraising campaigns, and to track the purchase and delivery of food-drive donations.

In order to successfully achieve NFIP goals, CTFB will administer program planning and implementation in coordination with the City of Austin and Fair Food Network (FFN). Planning will include, but is not limited to:

- Finalizing project scope, goals, and timeline with City of Austin and FFN, including formalization of work plan upon contract execution
- Development of marketing and branding strategy, including assessment of needs and resources
- Identification of priority neighborhoods and potential retail partners
- Review previous initiatives and systems for tracking and processing incentives/reimbursements as well as records management

Implementation will include, but is not limited to:

- Recurring meetings with City of Austin and FFN to assess progress
- Supporting successful execution of marketing strategy that addresses the needs of NFIP, retail partners, and SNAP-enrolled households
- Assess retailer capacity, barriers, and opportunities in development of benefit redemption technology systems
- Testing and implementing benefit redemption technology systems
- Processing incentive reimbursements to retailer upon implementation
- Identifying and securing additional funding to support project objectives

CTFB's NFIP actions will be carried out by CTFB's Chief Program Officer, Emily DeMaria, and Senior Director of Advocacy and Public Policy, Kathy Green. In her role as Chief Program Officer, Emily De Maria leads the implementation of CTFB's diverse programming portfolio, engaging new partnerships and programmatic strategies to ensure best practices are seeded, scaled and sustained. This includes oversight and implementation of multiple programs leveraging federal nutrition services through local partnerships including SNAP enrollment, SNAP-Ed nutrition education, Summer Food Service Program, Child and Adult Care Food Program, and the Commodity Supplemental Food Program. As Senior Director of Advocacy and Public Policy, Kathy Green leads the advocacy agenda, and works as the primary liaison with officials at all levels of government.

Their work will be supported by a broad cross section of CTFB staff members including board volunteers with corporate retail relationships, marketing and branding staff, and fundraising staff.

CTFB will also provide support and coordination for application of the Food Insecurity and Nutrition Incentive (FINI) grant application offered by the USDA's National Institute of Food and Agriculture. This work will include, but is not limited to:

- Identifying scope for project expansion in coordination with City of Austin and FFN
- Identifying and securing additional retail partners or retail locations
- Collection of community and NFIP evaluation data to support a case for project expansion
- Identifying and securing required matching fund commitments
- Drafting proposal documents

CTFB's fundraising team has extensive experience working with public, private, and corporate foundations to secure funding for sustaining or expanding community projects. CTFB also currently administers more than \$3 million annually in federal, state, and local funding through a mix of operating contracts and competitive grants. CTFB's finance team has a demonstrated track record of managing state and local government contracts.

The Central Texas Food Bank is the leader in local hunger relief efforts. By bringing its experience in community planning, SNAP assistance, and collaborating with grocery retailers to the Nutritious Food Incentive Program implementation it will ensure the project's success. By facilitating a smooth rollout with retail partners, the project will be better positioned to show demonstrated success that will be vital to securing additional funding through the NFIP's FINI grant. A successful pilot implementation is a critical first step in the project's long-term potential to improve the nutrition and health of our community.

Tab 6 – Work Plan

CTFB proposes the following work plan for achievement of Phase I NFIP objectives. This work plan is included to demonstrate CTFB's likely approach to meeting the timeline and milestones outlined in the RFP's Scope of Work, however, each subtask is subject to revision based on the priorities of City of Austin and the Fair Network (FFN), as well as the needs of identified retail partners.

The first critical step will be to work with City of Austin and FFN to finalize a formal work plan that will guide project implementation from contract execution through the end of Phase I. CTFB will provide resources and facilitate dialogue between necessary stakeholders to establish, implement, and measure actions toward the project's success in the following areas:

- Contract Administration
- Branding/Marketing Campaign
- Retail Partnership Development
- Data Collection/Tracking
- USDA Waiver
- FINI Grant Preparation
- Fundraising
- Pilot Review

Beyond Phase I of the project CTFB will support City of Austin, FFN, and retail partners in determining feasible next steps based on the current project status. The work of Phase II and Phase III will be driven by the goal to increase the number and type of stores participating in NFIP in order to increase access to nutritious foods by more SNAP-recipient households. Planning for Phase II and Phase III activities will factor:

- Pilot project outcomes
- Successes and challenges observed from marketing campaigns
- Successes and challenges observed from implementation of benefit redemption technology systems
- Community input and feedback
- Securing FINI Project funding for expansion
- Securing additional match funding for expansion

CTFB recognizes the learning nature of pilot projects, and approaches this work with the spirit of building community knowledge to inform current and future programming. CTFB will work with the City of Austin and FFN to thoroughly document project learnings, and incorporate these into stronger practices as the program grows through Phase II and Phase III.

Project Timeline

Start Date: 7/1/2017

	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017
Action Steps						
Contract Administration						
-Finalize contract and execute by August 1						
-Finalize workplan						
-Outline project management process/procedures including COA/FFN recurring meeting schedule						
-Meet with COA and FFN on recurring basis						
Branding/Marketing Campaign						
-Research other local efforts with COA/FFN support						
-Contact other local efforts						
-Work with existing retailers						
-Develop a cohesive and logical branding strategy approved by the COA, FFN and informed by retailers						
-Work to develop an aligned communications and outreach plan to engage with customers, retailers, and community						
-Create marketing/branded materials						
-Finalize process/plan for roll out						
-Implementation of marketing campaign/outreach plan						
-Assessment of marketing campaign efforts						
-Solicit consumer feedback						
Retail Partnership Development						
-Review COA list of interested retailers						

	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017
-Identify communities/locations and verify demographics						
-Identify potential partners and prioritize outreach						
-Facilitate outreach to retailers						
-Identify 2: one large and one small retailer for pilot (ideally)						
-Determine cap on pilot reimbursements by retailer						
-Assess retailer capacity, barriers, opportunities in terms of systems/process development						
-Create retailer coupon/systems						
-Roll out pilot in stores						
Data Collection/Tracking						
-Work with FFN to review local initiatives and systems for tracking and processing incentives/reimbursement as well as records management						
-Solidify data tracking requirements						
-Solidify reporting mechanisms and processes						
-Ensure all systems in place to capture, share, analyze and report to appropriate partners						
-Develop system for tracking incentives/processing reimbursements						
-Maintain records to document operations of retail incentives						
-Test all relevant systems						
-Implement data collection/tracking processes						
-Report out						
USDA Waiver						
-Research requirements for waiver						
-Work with COA to prepare all materials/information for waiver request						
-Work with COA and retailer(s) to secure waiver						

	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017
-Secure waiver						
-Report back to USDA as required						
FINI Grant Prep						
-Review FINI grant requirements						
-Identify major components/issues/ action steps						
-Align with FNI requirements						
-Ensure incremental progress on grant prep, including: -Determine whether selected benefit redemption technology systems require letter of support from SNAP State Agency -Solicit letter of support from SNAP State Agency						
-Ensure incremental progress on grant prep, including: -Determine whether project scope at time of application will be better suited to FINI Pilot or FINI Project application -Solicit community input in planning scope of project expansion via FINI funding -Identify likely SNAP retail partners for project expansion, and ensure alignment with FINI priorities for targeted neighborhoods						
-Ensure incremental progress on grant prep, including: -Determine type and # of SNAP retail partners for inclusion in proposed project expansion; formalize agreements -Develop sustainability plan to determine how project components will be supported beyond FINI funding -Develop process analysis for on-going self-evaluation appropriate to scope of services and in accordance with USDA guidelines -Submit: December 15 – assist and/or lead FINI grant application, with possible commitment of matching funds						
Fundraising – Identify local FINI match						
-Identify fundraising goal to ensure FINI match requirements are met -Work with COA and FFN to identify long and short-list of potential funders						

	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017
-outline fundraising messaging/strategy/ talking points						
-Finalize donor solicitation 'team'/participants						
-Solicit donors						
-Track feedback, integrate into on-going messaging improvements/ clarifications						
-Track progress to goal						
-Continue donor identification						
-Raise match by December 1						
-Secure written commitments from funders						
Pilot Review						
-Create process for capturing pilot learnings						
-Identify all performance metrics						
-Identify data to track						
-Determine most effective messaging and begin tracking						
-Create mechanisms to track all areas						
-Document all pilot processes/learnings/findings						
-Feedback loop to integrate new information into on-going project						
-Implement process improvements						

Tab 7 – Personnel with Experience

The core work of planning and implementing the contractor responsibilities for the NFIP project will be led by Emily DeMaria, CTFB's Chief Program Officer, and Kathy Green, CTFB's Senior Director of Advocacy and Public Policy.

Emily DeMaria, Chief Program Officer:

Emily De Maria joined CTFB in August 2011. In her role as Chief Program Officer, Emily leads the implementation of CTFB's diverse programming portfolio, engaging new partnerships and programmatic strategies to ensure best practices are seeded, scaled and sustained.

Prior to her current role, Emily spent 10 years with United Way at the national and local levels, most notably as Vice President, Community Impact Development for United Way Worldwide (UWW). In this role, she led the development of UWW's national initiative – the United Way Financial Stability Partnership™ - which promotes community-change strategies to help low-income families meet their basic needs, while building long-term financial stability.

She has spent her career directing a diverse range of national and local programs and building strategic partnerships and innovative initiatives that provide measurable results on important community issues.

Emily is a graduate of the University of Texas at Austin with a Bachelor of Arts degree in economics and government, and a Master's degree in public affairs from the LBJ School of Public Affairs. She is a board member of RAISE Texas and the Central Texas Chapter of MADD and has served as a board member of Literacy Texas, the Central Texas Emergency Food and Shelter Board and the Austin Achievement Zone. In 2016 Emily was appointed to the Commission on Seniors by Mayor Steve Adler. Emily is a member of Leadership Austin's Essentials Class of 2014 and was a 2009 recipient of the FDIC's Pioneer Award for her work helping low-income Central Texans access affordable financial services.

Percentage of time allocated to NFIP: 10%
Office Location: 6500 Metropolis Dr.
Austin, TX 78744

Attachment D – Resume for Emily DeMaria

Kathy Green, Senior Director of Advocacy and Public Policy:

In her role at CTFB, Kathy leads the advocacy agenda, and works as the primary liaison with elected officials at all levels of government. Prior to her position at CTFB, Kathy worked as a Senior Policy Advisor at the Texas Department of Agriculture. Kathy has worked in governmental affairs for over 20 years, as a legislative director, policy analyst, and lobbyist.

Kathy chairs the Austin/Travis County Sustainable Food Policy Board and the Austin ISD School Health Advisory Council. She works on many local coalitions, including the Austin Travis County Community Health Improvement Plan, the Chronic Disease Coalition, and the Austin ISD District Advisory Council. She is also a graduate of Leadership Austin. Kathy holds a B.A. from the University of Texas at Austin, and is currently attending Austin Presbyterian Seminary for training as a United Methodist deacon.

Percentage of time allocated to NFIP: 15%
Office Location: 6500 Metropolis Dr.
Austin, TX 78744

Attachment E – Resume for Kathy Green

Because of Kathy's role on the Austin/Travis County Sustainable Food Policy Board and other city planning initiatives, CTFB is including disclosure statements to address any potential conflicts of interest.

Attachment F – Form CIQ, Conflicts of Interest Questionnaire

Attachment G – Copy of Form CIS, Conflicts Disclosure Statement filed with City of Austin by Kathy Green

Additional work pertinent to the successful implementation of NFIP will be supported by CTFB's Marketing & Branding, Development, and Finance teams. Mark Jackson, Chief Development Officer, oversees CTFB's Mobilizing Communities Division, responsible for marketing, volunteer coordination, community events, and fundraising. The marketing strategy and implementation for NFIP will be supported by Paul Gaither, Director of Marketing & Branding, and his team. Paul Gaither has 36 years' marketing experience in the fields of higher education, high-tech, and nonprofit. CTFB has a demonstrated history of successful marketing and branding campaigns, and recently underwent a comprehensive rebrand campaign when it changed its name from Capital Area Food Bank of Texas to Central Texas Food Bank. This effort was headed by CTFB's Marketing and Branding department.

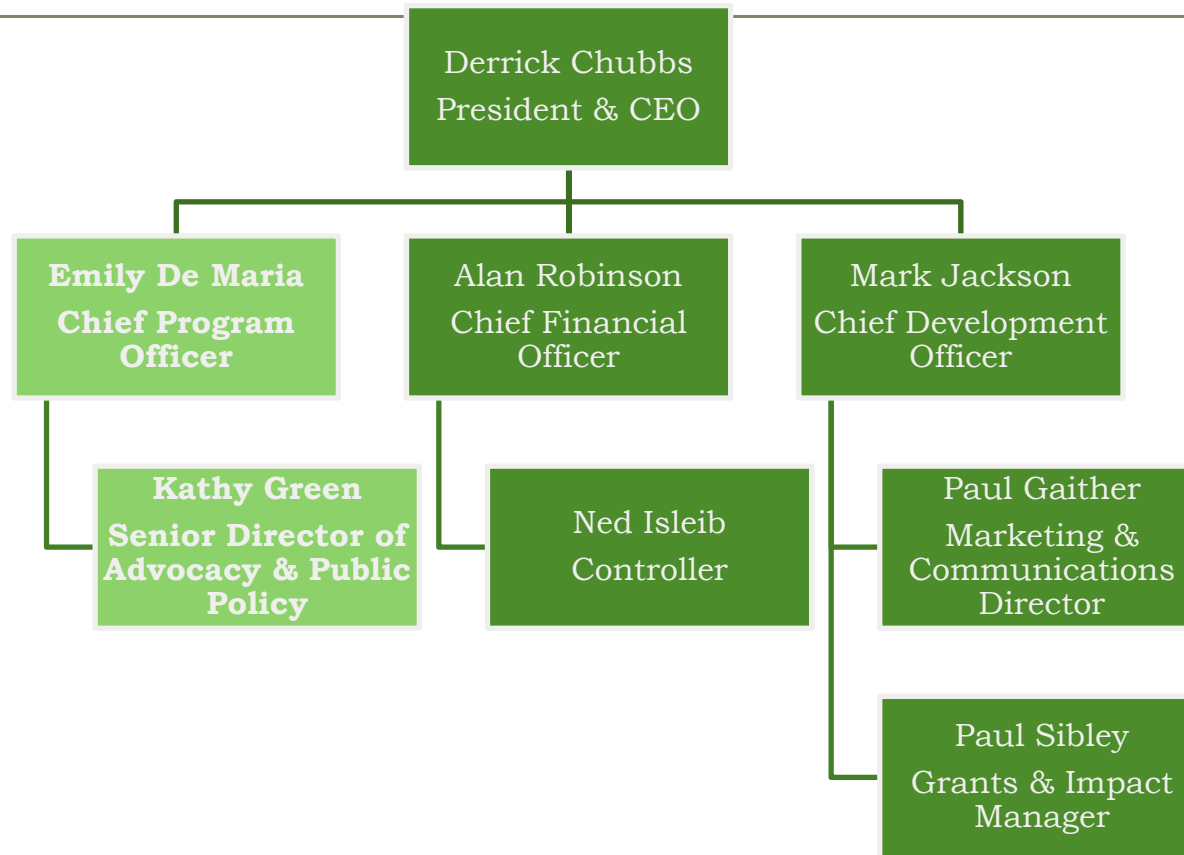
Identification and solicitation of matching funds for NFIP expansion and FINI grant preparation will be supported by Paul Sibley, Grant & Impact Manager. Paul Sibley has 13 years' experience preparing and submitting grant proposals and reports to public, private, and corporate foundations, as well as government agencies on the federal, state, and local level.

NFIP invoicing and payment of incentive reimbursements to retail partners will be supported by Alan Robinson, Chief Finance Officer, and Ned Isleib, Controller. Alan has more than 25 years' experience in non-profit accounting.

All staff referenced above will work from offices at 6500 Metropolis Dr., Austin, TX 78744.

The following organization chart shows the relationship of positions pertinent to NFIP implementation:

CTFB TEAM MEMBERS



The mission of the Central Texas Food Bank is to nourish hungry people and lead the community in ending hunger.

Tab 8 - Price Proposal

Central Texas Food Bank, Inc.

Central Texas Food Bank, Inc. (CTFB) proposes service delivery for Phase I of the NFIP pilot program at the following price. CTFB also offers additional in-kind commitment of staff and resources to ensure successful attainment of project goals.

Description	NFIP Funding	CTFB In-Kind	Total Program Expense
<u>Administrative Personnel:</u>			
Emily DeMaria, Chief Program Officer: Oversight and coordination for Phase I contractor responsibilities, with focus on coordination between Food Bank, City of Austin, and FFN; up to 10% of time - 40% COA / 60% CTFB.	\$ 2,550.00	\$ 3,890.00	\$ 6,440.00
Kathy Green, Senior Director, Advocacy and Public Policy: Oversight and coordination for Phase I contractor responsibilities, with focus on retail partnership recruitment, selection, and implementation; up to 15% of time - 40% COA / 60%	\$ 3,450.00	\$ 5,175.00	\$ 8,625.00
<u>Marketing and Branding:</u> NFIP funds support printing and publication of hard copy marketing materials. In-kind CTFB support to coordinate with City of Austin, FFN, and identified retailers including allocated time from CTFB's Chief Development Officer and Marketing and Communications Director.	\$ 1,500.00	\$ 2,000.00	\$ 3,500.00
<u>Fundraising:</u> In-kind CTFB support for 5% of Grant Manager time during Phase I to assist with FINI grant application and matching fund identification and/or solicitation.		\$ 1,625.00	\$ 1,625.00
<u>Incentive Reimbursements</u> to minimum of two retail locations (large/small); 75% of total budget	\$ 22,500.00		\$ 22,500.00
Total Program Expense:	\$ 30,000.00	\$ 12,690.00	\$ 42,690.00



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF

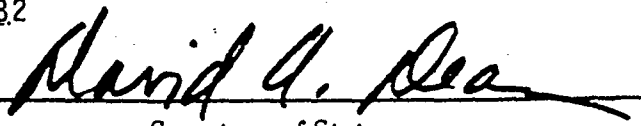
CAPITAL AREA FOOD BANK OF TEXAS, INC.

CHARTER NO. 598823

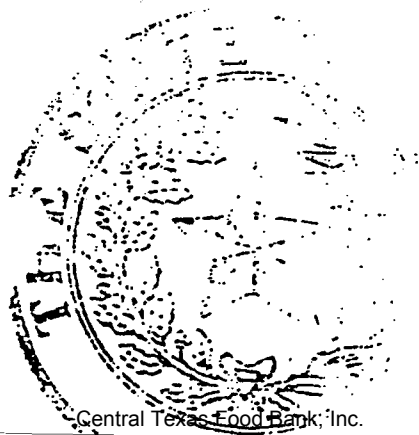
The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated MAR 3 19 82


Secretary of State

SSS





Office of the Secretary of State

May 31, 2016

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: Central Texas Food Bank, Inc.
File Number: 59882301

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Central Texas Food Bank, Inc.
59882301

[formerly: CAPITAL AREA FOOD BANK OF TEXAS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/27/2016

Effective: 05/27/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Form 424

(Revised 05/11)

Submit in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512/463-5709

Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 27 2016

Corporations Section

Entity Information

The name of the filing entity is:

Capital Area Food Bank of Texas, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☒ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☐ Limited Liability Company

☒ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 59882301

The date of formation of the entity is: 03/03/1982

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Central Texas Food Bank, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
		TX	

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
The following event or fact will cause the document to take effect in the manner described below:

Execution

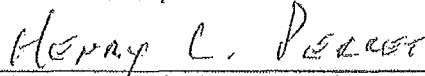
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: May 26, 2016


By: Capital Area Food Bank of Texas, Inc.



Signature of authorized person



Printed or typed name of authorized person (see instructions)

<p>Form 509 (Revised 06/15)</p> <p>Submit with relevant filing instrument.</p> <p>Filing Fee: None</p>	 Consent to Use of Similar Name	
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(1) Central Texas Food Service LLC (Texas Secretary of State File Number 801606406)
Name and file number of the entity or individual who holds the existing name on file with the secretary of state

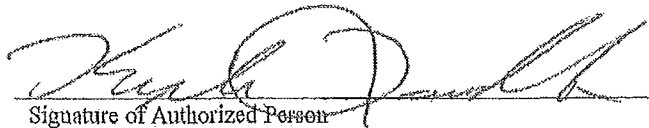
consents to the use of

(2) Central Texas Food Bank, Inc.
Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 4/22/16


 Signature of Authorized Person

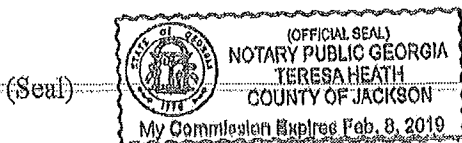
Kyle Lewallen
 Name of Authorized Person (type or print)

Owner
 Title of Authorized Person, if any (type or print)

State of Georgia

County of Jackson

This instrument was acknowledged before me on 22nd by Kyle Lewallen
 (date) (name of authorized person)




 Notary Public's signature

EMILY DE MARIA

Austin, TX • 512.745.1570 • Emily.DeMaria@gmail.com

EXECUTIVE SUMMARY

- ❖ Creative, strategic and entrepreneurial non-profit leader focused on results
- ❖ Successful in building and managing strategic relationships, partnerships and collaborations
- ❖ Proven leadership in developing and implementing innovative programs, products and services
- ❖ Ability to provide creativity, enthusiasm and forward-thinking leadership in a team environment
- ❖ Experienced issue advocate across diverse range of areas
- ❖ Accomplished communicator with solid oral, written and presentation skills
- ❖ Ability to lead organizations and departments through periods of substantial growth and transition
- ❖ Strategic thinker; Connector; Facilitator; Passionate; Enthusiastic, High-energy
- ❖ Developed high-performing teams ranging from 2-40+ staff

PROFESSIONAL EXPERIENCE

Central Texas Food Bank (CTFB), Formerly Capital Area Food Bank of Texas

Chief Program Officer

2016-present, Austin, TX

- Lead the implementation of the Food Bank's diverse programming portfolio, engaging new partnerships and programmatic strategies to ensure best practices are seeded, scaled and sustained
- Serve as key member of the leadership team; major contributor to CTFB strategic plan
- Lead efforts to reframe Hunger as a Health Issue within the Food Bank and across the organization through focused Community Health & Nutrition efforts and partnerships
- Led major organizational transition of children's meal programs from external vendor-supported program to in-house production and delivery
- Oversaw building of CTFB's first Garden; direct on-going programming

Senior Director of Programs

2012-2016, Austin, TX

- Directed programs and services that directly reached Central Texans in need and allowed the Food Bank to tackle the hunger issue on three fronts — food distribution, income support and nutrition education
- Developed and managed \$2.5M+ annual departmental budget including federal, state, corporate and foundation grants and contracts – on time and on budget
- Increased Social Service Outreach team productivity and impact by 50% in two years from 2012 to 2014
- Led the expansion of the Summer Food Service Program across Travis County – increased community sites by 50% and meals served by 30%
- Led planning for program expansion in planned new facility
- Developed and implemented organizational, departmental and programmatic infrastructure to support achievement of organizational goals and objectives
- Analyze program metrics, measure program impact and implement strategic changes as needed

Community Relations Director

2011-2012, Austin, TX

- Led corporate and community relations, volunteer engagement and community events
- Directed corporate and community volunteer program, engaging over 14,000 volunteers annually
- Directed Food Bank engagement in 750+ community events in Central Texas
- Exceeded revenue goals by 9%, raising \$1.2M: Year-over-year growth of 22% from FY10 to FY11

United Way for Greater Austin*Vice President, Community Development**2008- 2011, Austin, TX*

- Served as lead community investment strategist, responsible for developing and implementing United Way's community impact agenda
- Developed and managed \$4M+ annual departmental budget including federal, state, corporate and foundation grants and contracts – on time and on budget
- Managed cabinet of C-level volunteers to participate in the creation and implementation of both short term and long-term community impact strategies
- Tracked and measured intermediate and long-term outcomes for evidence and results-based programming for multiple community programs and initiatives
- Successfully designed and led large-scale community RFP processes including RFP release, applicant outreach, technical assistance, scoring, reviewer recruitment and award announcement
- Designed and developed *Bank On Central Texas*, an innovative initiative to drive low-income consumer access to the financial mainstream - received *2009 Pioneer Award* from the FDIC
- Supervised 40+ person team; constructed and managed multiple project budgets; strategically contributed to fundraising and proposal development

United Way Worldwide (UWW)*Vice-President, Community Impact Development/Multiple positions**2001-2008, Alexandria, VA*

- Architect of national asset building initiative; responsible for driving adoption throughout the UWW network, including all major markets
- Developed and managed national steering committee composed of 25 local United Way executives and senior staff to inform initiative development
- Built over 10 national partnerships and positioned United Way Worldwide as a thought leader and 'go-to' organization in the asset building movement
- Increased United Way local affiliate leadership in Earned Income Tax Credit (EITC) outreach by approximately 1150% over five years
- Provided in-depth technical assistance to United Way network of local and state organizations including learning opportunities, webinars, fact sheets, templates and other resources
- Led two-year, \$2M, 16-site demonstration project (U.S. Department of Health and Human Services contract) to explore innovative employer-based program delivery models to low-wage earners, delivered on-time and on-budget
- Identified, tracked and measured intermediate and long-term outcomes for evidence and results-based programming

Communities In Schools (CIS) National Office*Associate Director, Eastern Field Support Center/Project Director**1999 – 2001, Alexandria, VA*

- Managed \$3.6M national youth initiative focused on college readiness for the nation's largest stay-in-school network; engaged over 500 corporate volunteers; annual renewal of corporate foundation support
- Provided in-depth technical assistance to local CIS affiliates and growing local efforts nationwide

Additional Experience: **American Management Systems (AMS)**, *Policy Analyst, Human Services Group/Telecom Group, NYC; DC, Providence, Stockholm, The Hague, Bern*; **Texas Natural Resource Conservation Commission (TNRCC)**, Community Development Coordinator, Small Business Advocate's Office, Austin, TX; **The Commonwealth of the Northern Mariana Islands (CNMI)**, Graduate Intern-Labor Policy Analyst, U.S. Dept. of the Interior, CNMI; **American Federation of State, County and Municipal Employees (AFSCME)**, Staff Representative, Local 1550, Houston, TX

COMMUNITY ENGAGEMENT

- Commissioner, City of Austin Commission on Seniors; Appointed by Mayor Steve Adler (2016-present)
- Representative, City of Austin Equity Action Team (EAT); 2017
- Board Member, MADD Central Texas (2014-present)
- Board Member, RAISE Texas (2010-present); Chair, Audit Committee 2011-2012
- Leadership Austin, ESSENTIALS Class of 2014
- Board Member, Literacy Texas (2013-2015)
- Board Member, Travis County Emergency Food and Shelter Board (2009-2011)
- Board Member, Austin Achievement Zone (2010-2011)
- Steering Committee, National Community Tax Coalition (NCTC) (2007-2009)
- System Roadmap Working Group, United Way Worldwide (2010)
- Judge, National Professional Achievement and Counseling Excellence (PACE) Awards, National Foundation for Credit Counseling (NFCC), 2007; 2008

EDUCATION

UNIVERSITY OF TEXAS AT AUSTIN

Master of Public Affairs, LBJ School of Public Affairs

B.A., Economics and Government

KATHY GREEN

11744 Easy Street
Austin, Texas 78748

kathygreen@live.com

(512) 808-9202

www.linkedin.com/pub/kathy-green/31/976/340/

SUMMARY

- Comprehensive knowledge of public policy issues with a background in food policy, health and human services, public education, and state budget operations.
- Strong communication skills--able to work effectively with elected officials, both as principal staff and as a lobbyist.
- Extensive background in working with the media--on-air interviews, writing op eds and articles, and making public presentations.

PROFESSIONAL EXPERIENCE

CENTRAL TEXAS FOOD BANK, Austin, Texas

April 2011-Present

Senior Director of Advocacy and Public Policy – Plan, develop, and implement advocacy program for the Central Texas Food Bank (CTFB) through engagement in public policy and hunger awareness efforts.

- Track and research local, state, and federal legislation, ordinances, and regulations related to federal nutrition programs, food policy, nutrition and health policy, and issues affecting low-income citizens.
- Testify in public meetings and legislative committees.
- Serve as primary liaison for food bank with public officials and their staffs at local, state, and federal levels of government.
- Draft and edit newsletter articles, op eds, presentations, policy briefs, blogs, and action alerts.
- Handle press interviews and media inquiries as they relate to public policy issues.
- Represent CTFB in outside working groups, task forces, and policy councils—including Austin/Travis County Food Policy Board (Chair), Austin/Travis County Community Health Improvement Plan, One Voice Central Texas (Austin Area Health and Human Services Agencies), Community Advancement Network, Texas Action for Healthy Kids.
- Serve on Feeding America's national Policy Engagement and Advocacy Council.
- Provide training to board, partner agencies, and volunteers on advocacy.
- Coordinate regional Hunger in America Study 2014, including volunteer recruitment and training, surveying partner agencies and clients, and dissemination of data.

COMMISSIONER TODD STAPLES

TEXAS DEPARTMENT OF AGRICULTURE (TDA), Austin, Texas

March 2007-September 2007; July 2008-April 2011

Senior Public Policy Advisor for Food and Nutrition – Served as chief policy advisor to Commissioner of Agriculture on all federal food and nutrition issues, including National School Lunch Program, School Breakfast Program, Summer Food Service Program, and other USDA-related Special Nutrition Programs.

- Supervised staff of six in the Policy Development Section and directed the crafting and updating of policy and regulations as related to food and nutrition programs.

- Tracked state and federal legislation and regulations affecting nutrition and served as liaison to state legislature and Congress on food policy issues.
- Drafted legislation and testified in legislative committees.
- Prepared fiscal notes, made presentations to outside groups and organizations and worked with stakeholders (non-profit entities, state agencies, and interest groups) to partner on food and nutrition policy issues.
- Represented TDA at outside working groups, task forces, and councils.
- Drafted and edited reports, strategic plans, policy briefs, and other internal and external communication.
- Managed handling of public information requests, organize and staff agency advisory committees to include scheduling meetings, organizing agendas, and writing reports.

BURNET COUNTY COMMISSIONERS COURT, Burnet, Texas
October 2007-June 2008

Court Coordinator – Multifaceted functions included administrative support and public relations for the Burnet County Judge and Commissioners Court. Provided support for criminal court proceedings, organized meetings, and community events.

- Responded to media inquiries, wrote press releases, and speeches.
- Assisted with preparation of county budget, participated in developing county strategic plan and transportation plan, as well as planning for new county jail that included the county public development corporation.
- Updated information for the county website.

TEXAS ASSOCIATION OF SCHOOL BOARDS, Austin, Texas
November 2001-September 2006

Assistant Director, Governmental Relations – Represented the Texas Association of School Boards (TASB) members on public education policy issues affecting accountability, curriculum, and student discipline before the Texas Legislature and state agencies.

- Communicated critical issues to TASB members through seminars, newsletters, action alerts, and magazine articles.
- Trained TASB members to advocate for public education before state and federal elected officials and agencies.
- Worked with TASB Board of Directors on advocacy and legislative matters.
- Tracked and researched legislation; worked with other interest groups on policy issues and legislation.

SENATOR DAVID BERNSEN, TEXAS SENATE, Austin, Texas
January 1999 – August 2001

Legislative Director – Directed legislative agenda for Senator Bernsen, assisted Senator Bernsen with committee and floor debate, and supervised team of five legislative aides and interns.

- Researched, crafted, and guided legislation through the legislative process, and the regulatory/rules process following passage.
- Communicated legislative issues to constituents through written correspondence and presentations at various community events.

- Coordinated with interest groups and the lobby on public policy issues before the Legislature.
- Prepared legislative reports and newsletters, planned district functions and events, and wrote speeches and talking points for the Senator.

JOHN SHARP, COMPTROLLER OF PUBLIC ACCOUNTS, Austin, Texas
November 1996 – January 1999

Legislative and Policy Analyst – Researched and wrote issue papers for Texas Performance Review and assisted with Texas Tomorrow Fund Board and related issues.

- Tracked legislation related to tax policy and communicated with legislators and legislative staff on agency issues.
- Assisted research analysts with committee testimony, attended committee hearings and House and Senate floor proceedings.
- Worked with the Comptroller to set up and facilitate statewide events.

EDUCATION

Bachelor of Arts, Government and English, The University of Texas at Austin, 1993

COMMUNITY SERVICE

Chair, Austin ISD School Health Advisory Council
Chair, Austin/Travis County Food Policy Board
Member, Texas PTA Statewide Advisory Council
Member, Austin ISD Strategic Plan Task Force
Member, Austin ISD District Advisory Council
Leadership Austin 2013 Essential Class
Board Member, Bluebonnet Country Preschool (2006 – 2008)
Board Member, Hill Country Children's Advocacy Center (2006 – 2008)
Leadership Highland Lakes Class (2008)
Junior League of Austin (1999 – 2004)

REFERENCES AVAILABLE ON REQUEST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Central Texas Food Bank, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Kathy Green

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Kathy Green is full-time paid employee of the Central Texas Food Bank, Inc.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☒ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

The Central Texas Food Bank, Inc. employs Kathy Green as a full-time, paid employee. Kathy Green also serves as Chair of the Austin-Travis County Food Policy Board.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

6-27-17
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

2017 JUN 26 PM 2 48

RECEIVED

1 Name of Local Government Officer

Kathy Green

2 Office Held

Chair, Austin-Travis County Food Policy Board

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Central Texas Food Bank

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

I am a full-time, paid employee of Central Texas Food Bank

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

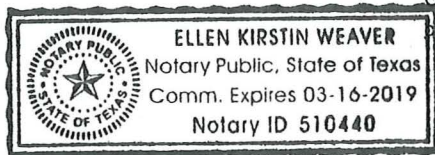
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.



[Signature]
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kathy Green, this the 23rd day of June, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: MHJ0114

Addendum No: 1

Date of Addendum: 06/26/17

This addendum is to incorporate the following questions and answers to the above referenced solicitation:

1.0 Questions and Answers:

- 1.1 (Q) What is the anticipated contract execution date?
- (A) July—Austin Public Health (APH) will score the proposals immediately after the RFP closes and then it takes a few weeks to draft the contract documents and complete the contract paperwork. The contract will be executed as quickly as possible. .
- 1.2 (Q) The RFP references pursuit of matching commitments from funders in Phase I and Phase II of implementation. Are these matching commitments for the planned FINI application, or is there an additional matching commitment required of the contracted agency for NFIP participation? What level of match is expected from the contracted agency?
- (A) This matching commitment is in reference to the FINI grant. APH is not explicitly asking the contracted agency to commit any funds, although this would make sense and be ideal. The City has committed funding now and in the future to this program, but the more funding APH can secure, the larger the total pot of money will be for the program. The FINI grant matches the total amount of funds secured. APH is asking the contracted agency to assist in securing additional funding, which includes reaching out to external funders.
- 1.3 (Q) Will the contracted agency serve as the lead agency on the FINI grant application, or will it play a supporting role on preparation of an application submitted by the City? If the contracted agency is lead, what level of matching funds should the contracted agency be prepared to commit? Will the anticipated application be a FINI Pilot or a FINI Project?
- (A) APH is asking the contracted agency to play a supporting role recognizing that APH is also asking for a very small percentage of grant funds to go to admin. The City will take the lead on the grant but does expect support from the contracted agency. As stated in the previous question, the more money APH can secure between city funds, the contracted agency, and external funders, the larger total amount APH will have to run the program. FINI matches the total funds. APH will also look to Fair Food Network for support in the grant application as well as guidance on funding, etc.

Revised 12/13/2015

1.4 (Q) Is the list of interested retailers available to agencies considering a response to this RFP?

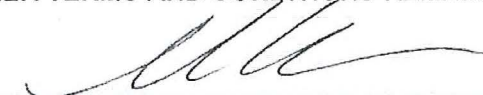
(A) APH had initial conversations with 3 separate 7-Eleven store owners, HEB, and some of the corner store owners participating in the Healthy Corner Store Initiative. This does not in any way represent the potential interest from all retailers in the city. APH had those initial meetings when Fair Food Network was in Austin for an on-site visit and chose those retailers because of previous conversations, relationships, and prior communication. It was a way for APH to get input and comments about the program. APH will work with the contracted agency to conduct more outreach in targeted areas in the community to try and identify the pilot retailers for the initiative, which will include reaching back out to those retailers.

1.5 (Q) Will the contracted agency be responsible for setting terms of contracts, including reimbursement limits based on available NFIP funds, with participating pilot retailers?

(A) APH is asking the contracted agency to work with the City and Fair Food Network to develop an agreed upon system for these components of the program.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Marty James, Procurement Specialist II
Purchasing Office, 512-974-3164

06-26-2017
Date

ACKNOWLEDGED BY:

Alan Robinson
Name


Authorized Signature

6-27-2017
Date

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

Revised 12/13/2015

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

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

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

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

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

51. **HOLIDAYS:** The following holidays are observed by the City:

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

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

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

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to Marty.James@austintexas.gov.

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of seven (7) months and may be extended thereafter for up to four (4) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Health
Attn:	Stephanie Helfman
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

6. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

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

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

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

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

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

7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

Sarah Stein Lobovits

Austin Public Health

(512) 972-5425

Sarah.SteinLobovits@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
NUTRITIOUS FOOD INCENTIVE PROGRAM
RFP MHJ0114

1.0 Purpose

Austin Public Health (APH) seeks a qualified non-profit organization to support a Nutritious Food Incentive Pilot Program (NFIP). The contracted agency will be responsible for administering the program and issuing incentive reimbursements to participating retailers in the pilot. Additionally, the contracted agency will be expected to work collaboratively with City of Austin (COA), APH, and *Fair Food Network* (FFN) throughout the development and expansion of the pilot program. Future expansion of this pilot can be leveraged through a federal USDA Food Insecurity and Nutrition Incentive (FINI) grant, using both public and private matching funds. The City of Austin will commit additional unspent matching funds to support the pursuit of this grant outside of the contract. The contracted agency will be expected to participate in the grant writing process.

2.0 Background and Overview

In Fiscal Year 2017, Austin City Council allocated on-going funding to expand alternative healthy food access initiatives, including programs such as farm stands, mobile markets, and healthy corner stores, in an effort to increase healthy food access in areas that exhibit high rates of food insecurity and chronic disease risk factors. A portion of these funds will be used to support the implementation of a NFIP Program in an effort to increase the purchasing power of Supplemental Nutrition Assistance Program (SNAP) recipients in the markets of their choice. Specifically, this pilot is designed to take place in full-service grocery stores, convenience stores, and other permanent retail locations where SNAP recipients shop for groceries.

The City of Austin is committed to increasing food security and reducing chronic disease by ensuring all residents have equitable access to high-quality, nutritious, and affordable food, empowering them to live a high quality of life while preserving the social fabric of the community. By offering incentives for purchasing Texas grown produce, we are able to decrease both the cost of nutritious food and the burden on the consumer. In addition, the local economy is strengthened through the promotion of local produce in retail outlets. APH and partners are currently working on mechanisms to source more local produce to small retailers such as corner stores. Many large grocery chains already have ample supplies of Texas grown produce, and the NFIP will help make this produce more affordable for SNAP recipients.

Throughout the last 4 months, the City of Austin has contracted with a national organization, *Fair Food Network* (FFN), to assist in the development of an NFIP in Austin. During this time, the City and FFN have cultivated relationships with potential retailers and external organizations to determine interest and support with implementation. The implementation of the NFIP will roll out in three (3) phases:

2.1 Phase I: Upon contract execution through 12/31/2017:

Main Activities of Contracted Agency:

- Develop system for tracking incentives and processing reimbursements;
- Maintain records to document operation of retail incentives;
- Develop branding strategy that includes justification and is informed by best practice;
- Pursue matching commitments from funders outside of the City of Austin;
- Implement incentive program in at least 2 locations
- Develop outline proposal for FINI grant;

SCOPE OF WORK
NUTRITIOUS FOOD INCENTIVE PROGRAM
RFP MHJ0114

- Continue to cultivate relationships with current and potential retailers with the assistance from the City of Austin and FFN
- Coordinate outreach and marketing strategies with other efforts such as Sustainable Food Center Double Dollars, community partners working with SNAP eligible households, and SNAP marketing efforts.
- Prepare and submit FINI grant application;

2.2 Phase II: Upon success of activities and deliverables in Phase I; 1/31/2018 - 9/30/2018

Main Activities of Contracted Agency:

- Solidify matching commitments from funders;
- Continue to administer NFIP with existing retailers;
- Increase number of participating retailers and types of retailers participating (for example, corner stores, large grocery stores, small grocery stores, etc.)
- Implement marketing strategy
- Collaborate with APH and FFN on evaluation of the project

2.3 Phase III: Upon success of activities and deliverables in phase II; 10/1/2019 – 9/30/2020

Main Activities of Contracted Agency:

- Continue to administer NFIP with existing retailers;
- If awarded FINI grant, increase number of participating retailers and;
- Work with City of Austin to develop growth and expansion plan
- Continue to implement marketing strategy

2.4 The City of Austin, in partnership with the Fair Food Network, will provide in-kind staff support, technical assistance, evaluation support, and promotional materials to assist with the development and implementation of the NFIP.

3.0 Roles and Responsibilities

3.1 Eligible Respondents

- 3.1.1 Shall be a non-profit organization with experience engaging the community and have at least (2) years of experience leading food access efforts with a focus on low income communities in Austin and Travis County;
- 3.1.2 Shall have a minimum of three (3) years of experience providing services in the community and possesses first-hand or institutional knowledge of the City of Austin and Travis County.
- 3.1.3 Preference will be given to organizations with grant-writing experience.

4.0 Contractors Responsibilities

The Contractor shall:

SCOPE OF WORK
NUTRITIOUS FOOD INCENTIVE PROGRAM
RFP MHJ0114

- 4.1. Create an approved work plan for the pilot program that incorporates a timeline of implementation for the administration and incentive reimbursement to a minimum of two (2) participating retailers with at least 60% of total contract funds allocated towards incentive reimbursements. Retailers in phase 1 of the pilot can be the same type of retail establishment (for example, 2 corner stores) however the contractor will be required to expand the program to at least one grocery store by phase II. This plan is due within 2 weeks of contract execution.
- 4.2. Upon contract execution through August 2017, develop a cohesive and logical branding strategy approved by the COA, FFN, and other partners. In collaboration with partners, work to develop an aligned communications and outreach plan to engage with customers, retailers, and the community who will benefit from the NFIP.
- 4.3. Cultivate the existing relationships with store owners that the COA and FFN have set up in earlier development stages. COA has created a list of stores that have expressed interest in participating in this pilot program and will work collaboratively with Contractor on this process. The Contractor shall include both the COA and FFN in conversations with retailers to ensure consistent communication and determination of retailer participation. Assure that the 2 retailers selected are located in areas that serve low to moderate income customers with higher rates of food insecurity and/or higher rates of chronic disease. Stores shall obtain a USDA waiver in order to offer SNAP incentives. COA staff will provide technical assistance to Contractor and Store to assist with this process. Final store selection shall be approved by APH. Final selection of stores and MOU of participation by end of September, 2017.
- 4.4. Review best practices developed by FFN and implement or develop a system to be used to track and disburse incentives and work with partners to maintain, promote, and ensure accurate implementation of the NFIP. Ongoing; launch of NFIP in stores by mid October 2017.
- 4.5. Participate in on-going evaluation efforts of the Nutritious Food Incentive pilot.
- 4.6. Participate with APH in the drafting of a FINI grant application.
- 4.7. Comply with all APH reporting requirements.

NOTE: Upon success of these activities, renewals and future funding will include the writing and submission of the FINI grant.

5.0 City Responsibilities

- 5.1 APH's contract manager will be responsible for exercising general oversight of the contractor's activities in completing the scope of work and will provide on-going technical assistance and support to the contractor. This may include but is not limited to: outreach and communications with current and potential participating retailers, communications with City and external partners, assistance with brand development, communications with FFN, general outreach support, and general retailer support.

SCOPE OF WORK
NUTRITIOUS FOOD INCENTIVE PROGRAM
RFP MHJ0114

- 5.2 APH's contract manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this contract. The contract manager will participate in all conference calls or meetings, especially when the public is present.
- 5.3 APH's contract manager will promptly review any written reports submitted by the contractor, and will approve all invoices for payment, as appropriate.
- 5.4 APH's contract manager will give the contractor timely feedback on the acceptability of progress and task reports.
- 5.5 APH and COA will support store owners to obtain an adequate supply of Texas grown produce.
- 5.6 APH's contract manager will lead the development of a FINI grant proposal
- 5.7 APH's contract manager will conduct outreach with external funders for matching commitments and confirm those matching commitments in preparation for FINI grant application.
- 5.8 APH's contract manager will provide additional support to the contractor as needed.
- 5.9 APH will develop a Nutritious Food Incentive evaluation.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0114**

PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on six separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1: City of Austin Purchasing Documents-Complete and submit the following documents:

1. Signed Offer Sheet
2. Section 0605-Local Business Presence Form
3. 0800-Non-Discrimination and Non-Retaliation Certification
4. Section 0815-Living Wages Certification
5. Section 0835-Non-Resident Bidder Provisions

Tab 2 - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate and provide your non-profit organization status.

Tab 3 – Authorized Negotiator: Include name, address, e-mail address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – References: Provide a list of one (1) current or previous public sector client. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Agency
- Year contract was awarded and length of contract
- Agency contract manager
- Title
- Direct telephone number
- Email address

Tab 5 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. Please address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Section II

Tab 6 – Work Plan: Describe your plan for accomplishing the required work. Include such time-related displays and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0114**

Tab 7 – Personnel with Experience: Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities. Identify all key persons and their title, including the account manager, who will be assigned to the City of Austin and include the following:

- A. Percentage of time they will be allocated to the City of Austin
- B. Office location
- C. Resumes

Tab 8 - Price Proposal: The anticipated contract term is upon contract execution through December 31, 2017, and the funding available for this period is \$30,000. There will be 4 additional 12-month renewal options with funds up to \$58,000 for each renewal option, pending funding availability and project performance.

Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. In the proposal, provide a price chart. The prices listed in the chart shall be inclusive of all fees, including travel, if required. No fees will be paid separately. Include a breakdown of each cost (administrative fees, hourly rates, etc.).

Section III

- A. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.
- B. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
- C. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- D. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Section IV

EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0114**

Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All proposals will be evaluated on the following criteria and rankings.

Maximum 100 points.

- (1) Work Plan & Approach (reference Section II Tab 6). **55 Points**
- (2) Applicable Experience including Personnel Qualifications (reference Section II Tab 7).
25 Points
- (3) Total Evaluated Price (reference Section II Tab 8) Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. **10 Points**
- (4) LOCAL BUSINESS PRESENCE (**Maximum 10 points**)

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