

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Steven Donald Ross dba East Side Yoga (“Contractor”)  
for  
Yoga Classes  
MA 5800 NA180000011**

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 Steven Donald Ross dba East Side Yoga having offices at Austin, Texas, 78702, 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 RFQ 5800 KDS0108.

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

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Quotation, RFQ 5800 KDS0108, including all documents incorporated by reference
- 1.1.3 Steven Donald Ross dba East Side Yoga’s Offer, dated 10/03/2017, 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 effective 01/01/2018 for an initial term of twelve (12) months and may be extended thereafter for up to two (2) twelve (12)-month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$15,170 for the initial Contract term and \$15,170 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

**STEVEN DONALD ROSS dba EAST  
SIDE YOGA**

**CITY OF AUSTIN**

Steven Donald Ross

Printed Name of Authorized Person



Signature

Owner and Director

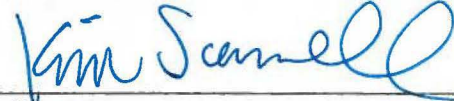
Title:

10/30/17

Date:

Kimberley Scannell

Printed Name of Authorized Person



Signature

Procurement Specialist II

Title:

10/31/2017

Date:

SR.

**RATE SHEET  
CITY OF AUSTIN  
YOGA CLASSES AND STUDIO FOR CITY OF AUSTIN HEALTHYCONNECTIONS**

The quantities shown are merely estimates, the City reserves the right to purchase more or less than the quantities shown.

The prices on the rate sheet shall be the invoiced price and include all labor and administrative fees. A bid of zero (0) will be interpreted by the City as a no-charge (free) item and the City will not be billed for that item. If the Unit Price is left blank, this will be interpreted as a "no-bid".

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Yoga instruction at the Contractor's facility for a minimum of 20 participants in a 45 - 60 minutes class session.	185	Classes	\$82.00	\$15,170.00
<b>TOTAL BID</b>					\$15,170.00

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

Company Legal Name: EAST SIDE YOGA

Company Address: 1050 E 11TH ST. STE 150 AUSTIN TX 78702

City, State, Zip: AUSTIN TX 78702

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: STEVEN DONALD ROSS

Title: OWNER + DIRECTOR

Signature of Officer or Authorized Representative: 

Date: 10/31/17

Email Address: eastsideyoga@gmail.com

Phone Number: 512 779 8543

**\* Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**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 3RD day of OCTOBER, 2017

CONTRACTOR EAST SIDE YOGA

Authorized Signature 

Title OWNER

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

Company Name EAST SIDE YOGA

- 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.

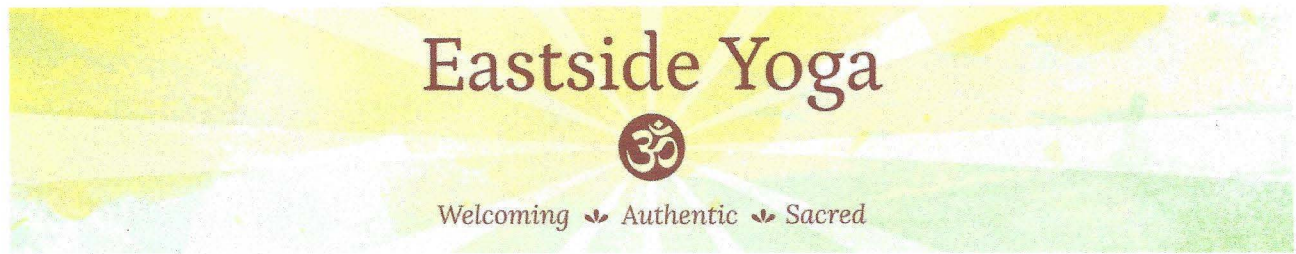
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_

SR



Solicitation No: RFQ 5800 KDS0108

**Authorized Negotiator for Eastside Yoga**

Name: Steven Donald Ross

Company address: 1404 Waldorf Avenue, Austin TX 78721

Facility address: 1050 E 11th st STE 150. Austin. TX 78702

Email : [eastsideyoga@gmail.com](mailto:eastsideyoga@gmail.com)

Cell phone: 512 709 1488



# Eastside Yoga



Welcoming ♡ Authentic ♡ Sacred

## Eastside Yoga references

### **Jenn Fairbank**

co-CEO of Cornerstone Mindfulness

[Jenn@cornerstonemindfulness.com](mailto:Jenn@cornerstonemindfulness.com)

512 915 2868

### **Kelli Foulkrod,**

Licensed Psychologist, owner of Tranquility Counseling center

[Kellifoulkrod@gmail.com](mailto:Kellifoulkrod@gmail.com)

512 264 4755

### **Denise Deniger**

Director of Inner Jewel Dharma non-profit

[d.deniger@gmail.com](mailto:d.deniger@gmail.com)

303 817 4202



# WANDERLUST AUSTIN

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Section 1 – City of Austin Purchasing Documents

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**SOLICITATION NO:** RFQ 5800 KDS0108

**DATE ISSUED:** 9/21/2017 **REQUISITION NO.:** 17091500803

**COMMODITY CODE:** 94873 **FOR CONTRACTUAL AND TECHNICAL**

**ISSUES CONTACT THE FOLLOWING:** Kimberley Scannell

Procurement Specialist II

**Phone:** (512) 974-2261 **E-Mail:** [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Yoga Classes

**PRE-RESPONSE CONFERENCE TIME AND DATE:** N/A **LOCATION:** N/A **QUOTE DUE PRIOR TO:** 10/4/2017, 2:00 PM

***CITY OF AUSTIN, TEXAS***

Purchasing Office

**REQUEST FOR QUOTATION (RFQ)**

***OFFER SHEET***

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**Submit your quote via E-MAIL:**

**E-MAIL:** [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov)

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\*\*\*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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGE</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	3
0600	PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA	2
0610	RATE SHEET- Must be completed and submitted with the Offer	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these**



Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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Offer Sheet Solicitation No. RFQ 5800 KDS0108 Page | 2

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

Company Legal Name: Breatherock LLC Company Address: 206 East 6<sup>th</sup> Street City, State, Zip: Austin, TX 78701 Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Stephanie Tuazon

Title: Marketing and Public Relations Manager

Signature of Officer or Authorized Representative: Stephanie Tuazon

Date: 9/28/2017 Email Address: stuazon@wanderlustyyoga.com Phone Number: (732) 757-7620

**\* Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

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- (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.

Section 0800 Non-Discrimination and Non Retaliation Certification Solicitation No. RFQ 5800 KDS0108 Page | 1

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 \_\_\_\_\_28th\_\_\_\_\_ day of \_\_\_\_\_September\_\_\_\_\_,  
\_\_\_\_2017\_\_\_\_\_

CONTRACTOR Breatherock LLC, Wanderlust Yoga

Authorized Signature Title Marketing, PR and Memberships Manager

Section 0800 Non-Discrimination and Non-Retaliation Certification Solicitation No. RFQ





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

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Company Name \_Wanderlust  
Yoga\_\_\_\_\_

- 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 id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? Answer: \_\_\_\_\_ Which State:\_\_\_\_\_
- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state? Answer:\_\_\_\_\_

**Section 2- Authorized Negotiator:**

Stephanie Tuazon

206 East 4<sup>th</sup> St, Austin, Texas 78701

[stuazon@wanderlustyoga.com](mailto:stuazon@wanderlustyoga.com)

(732) 757-7620

### Section 3 – References

- ☐ Company – Wanderlust HQ
  - ☐ Point of Contact – Sean Hoess
  - ☐ Title – Co-CEO
  - ☐ Direct telephone number - (212) 766-8040 ext 101
  - ☐ Email address – [sean@wanderlust.com](mailto:sean@wanderlust.com)
- ☐ Company – HHS
  - ☐ Point of Contact – Craig Holmes
  - ☐ Title – Landlord
  - ☐ Direct telephone number – (800) 229-2028
  - ☐ Email address – [craig@hhs1.com](mailto:craig@hhs1.com)
- ☐ Company – GSD&M
  - ☐ Point of Contact – Karen Bearden
  - ☐ Title – Assistant to Chairman/Founder
  - ☐ Direct telephone number - (512) 242-4736
  - ☐ Email address – [karen.greerbearden@gsdm.com](mailto:karen.greerbearden@gsdm.com)

#### **Section 4- Executive Summary**

Wanderlust Austin is a yoga and spiritual wellness center inspired by a team of practitioners and educators. The studio was founded by Ashley Spence in 2012 and has been serving the Austin community for over five years. Wanderlust currently operates as a partnership and is under Breatherock Group Inc.

The studio currently offers 10-14 classes per day and enlists 25 instructors. The majority of the teaching team holds a 500 hour teacher training certification with extensive education and experience. Offerings include vinyasa, power vinyasa, weighted interval training, meditation, yoga basics, one on one, private groups and running club. Wanderlust Austin also offers a comprehensive Wellness Program for residential and corporate partnerships as an alternative means of access for the Austin community.

Wanderlust Austin aims to further serve the City through the HealthyConnections wellness program as a qualified Contractor. Wanderlust will fulfill the request of 185 classes per year valued at \$250 per class. Participants will have full access to parking, use of studio amenities, and rental of premium mats and towels. All items necessary for the proper execution of classes will be provided, including blocks, straps, bolsters and additional props.

Community events, partnerships and fundraising for charities, and educational workshops are all also part of the Wanderlust Austin mission. With plans to expand to further areas of Austin, the growth of this studio continues to be on the rise.



## Section 5 – Personnel, Qualifications/Certifications, Facilities, and Experience:

Classes will be held at the Wanderlust Yoga studio located at 206 East 4<sup>th</sup> Street, Austin, Texas 78701.

Experience and qualifications:

Lizzie Bowers – 200 HR Yoga Alliance Certification, Level 3 Baptiste Yoga

As a nationally competitive gymnast, Lizzie initially sought yoga as a supplement to her fitness routine, but after a severe back injury, her practice became the foundation for physical recovery and stress relief. She was enamored with the practice's unique set of benefits: physically demanding, emotionally balancing, and mentally healing.

Lizzie teaches Baptiste-inspired vinyasa classes that integrates breath with alignment and fluid movement. As a previous Body Pump instructor, her classes draw from a lively, uplifting, and powerful place. Students are encouraged to explore their practice as a platform to challenge themselves on and off their mats.

Lizzie is a Yoga Alliance registered instructor and completed her 200-hour teacher training with Gioconda Parker, Kate Waitzkin, and Collette Hill at Wanderlust YOGA studio in Austin, TX. She has also completed Art of Assisting, Level One and Level Three with Baptiste Yoga. Come to class ready to sweat, empower your body, and restore your mind.

Stephanie Tuazon – Contract Manager

Stephanie E. Tuazon

2407 Water Well Lane, Austin, TX 78728 || c: (732) 757-7620|| stephanieetuazon@gmail.com

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### Summary

Self- motivated, goal-oriented management professional with a strong background in healthcare and wellness. Effectively manages all aspects of growing businesses and facilities, while collaborating with corresponding departments. Focuses on operations, revenue planning, client satisfaction, and community outreach.

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### Experience

Wanderlust Holdings	August	2017	–
Present <i>Marketing, PR and Promotions Manager</i>		Austin,	
TX			
<ul style="list-style-type: none"><li>● Create and execute quarterly social media calendar outlining key points of communication.</li><li>● Write copy for content to be shared via digital media channels and print collateral to clients, partners, and prospective consumers.</li><li>● Produce 30/60/90 campaigns to generate leads, increase retention and expand outreach in preparation for new studio openings.</li><li>● Manage all digital media platforms and collect data on effectiveness of marketing efforts through weekly reporting.</li></ul>			
Flywheel Sports	July	2015	– July
2017			

*Studio Operations Manager*  
NY

Austin, TX & New York,

- Recruited and trained all new hires, and educate and support trainees on brand standards and expectations.
- Increased brand visibility through B2B sales, event marketing, and partnerships with other health and wellness companies, such as Nike, Tide, Propel, and Well + Good.
- Collaborated with Senior VP of Operations and Regional Director to pilot in-studio initiatives and improve best practices for driving revenue, enhancing customer experience, and improving studio appearance and functionality.

Woodward Crossfit  
Present  
*Coach*  
TX

March 2017 -

Austin,

- Educate clients through functional fitness programs and group classes.
- Assist Operations Manager in hosting competitions and events for community building, added value and revenue.
- Contribute to fitness programming for clients on a weekly basis while incorporating knowledge gained from prior education and various certifications.

Forge Fitness  
2015

October 2013 – July

*Operations Manager/Trainer*

Rochelle Park, NJ

- Assisted in opening new Crossfit gym, taking on execution of facility build-out, marketing, hiring, and operating.
- Drove business revenue to \$30,000 every month through marketing and community engagement of current and prospective members, including a weekly workout series co-hosted by Reebok Retail Fithub.
- Developed workout programs and supplemental fitness campaigns for gym members and rehabilitation patients.
- Created and edited all content for marketing campaigns, weekly client communication, and all social media platforms.

Equinox Fitness

October 2012-February 2014

*Manager on Duty/Personal Trainer*

New York, NY

- Trained new team members on industry standards, customer service, and sales techniques.
- Coordinated educational seminars, marketing events, and monthly meetings for all 40 employees of the training team to discuss current issues, employee performance, and overall productivity.
- Researched past, current, and upcoming fitness trends, while drafting effective learning materials to educate entire team and implement with personal training clients.

Scerbo Physical Therapy

August 2011 - October 2012

Physical Therapy Aide/Receptionist

Edgewater, NJ

- Provided patient care under direct supervision of physical therapists and fostered relationships with all patients.
- Educated patients and guided them through exercises routines, recovery modalities, and home exercise plans.
- Assisted with patient inquiries, scheduling, insurance claims, billing and all other administrative responsibilities.

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## Education

Mercy College, Dobbs Ferry, NY  
2011

B.S. in Health Sciences

Mercy College, Dobbs Ferry, NY  
*Accepted*

Doctor of Physical Therapy

**RATE SHEET  
CITY OF AUSTIN  
YOGA CLASSES AND STUDIO FOR CITY OF AUSTIN HEALTHYCONNECTIONS**

**Company Name:** \_\_\_\_\_

The quantities shown are merely estimates, the City reserves the right to purchase more or less than the quantities shown.

The prices on the rate sheet shall be the invoiced price and include all labor and administrative fees. A bid of zero (0) will be interpreted by the City as a no-charge (free) item and the City will not be billed for that item. If the Unit Price is left blank, this will be interpreted as a "no-bid".

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Yoga instruction at the Contractor's facility for a minimum of 20 participants in a 45 - 60 minutes class session. Includes access to full locker and shower amenities and complimentary towels and premium yoga mats, cork and foam blocks, straps, bolsters and blankets. Majority of instructors hold 500 HR teacher training certifications along with extensive education and experience. Guaranteed garage parking for every class. Cost breakdown approximately \$7/per participant for 35	52	Classes	\$ 250.00	\$ 13,000.00
<b>TOTAL BID</b>					\$ 13,000.00



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR QUOTATION (RFQ)**  
**OFFER SHEET**

---

**SOLICITATION NO:** RFQ 5800 KDS0108

**COMMODITY/SERVICE DESCRIPTION:** Yoga Classes

**DATE ISSUED:** 9/21/2017

**PRE-RESPONSE CONFERENCE TIME AND DATE:** N/A

**REQUISITION NO.:** 17091500803

**LOCATION:** N/A

**COMMODITY CODE:** 94873

**QUOTE DUE PRIOR TO:** 10/4/2017, 2:00 PM

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

Kimberley Scannell  
Procurement Specialist II

**Phone:** (512) 974-2261

**E-Mail:** [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov)

**Submit your quote via E-MAIL:**

**E-MAIL:** [kimberley.scannell@austintexas.gov](mailto:kimberley.scannell@austintexas.gov)

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\*\*\*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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	3
0600	PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA	2
0610	RATE SHEET- Must be completed and submitted with the Offer	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

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

Company Legal Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized  
Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Company Name \_\_\_\_\_

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

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

Answer: \_\_\_\_\_

(1) Texas Resident Bidder- 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: \_\_\_\_\_

**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 at least seven (7) calendar days prior to the due date.

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

The following outlines the insurance requirements that **are** required for you to be a Contract Instructor for City of Austin. Please give this document to your insurance agent. He/she will assist you in meeting the insurance requirements.

**A. General Requirements**

- (1). The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- (2). The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage.
- (3). Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by City shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor.
- (4). Contractor must submit certificates of insurance for all subcontractors to the City prior to them commencing work on the project.
- (5). 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.
- (6). All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the following information:

City of Austin  
Attn: Healthy Connections Wellness Program  
P.O. Box 1088  
Austin, Texas 78767

- (7). 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 City and Contractor, shall be considered primary coverage as applicable.
- (8). If insurance policies are not written for amounts specified below, 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.
- (9). City shall be entitled, upon request and without expense, to receive 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.
- (10). City reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by 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 Contractor.
- (11). 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.

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

- (12). Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- (13). The insurance coverage's specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Requirements**

- (1) **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverage's A and B. This policy shall cover injury to a participant.
  - (a) The policy shall contain the following provisions:
    - (i) Blanket contractual liability coverage for liability assumed under this Contract and all Contracts related to this project.
    - (ii) Independent Contractor's Coverage.
  - (b) The policy shall also include these endorsements in favor of the City of Austin:
    - (i) Waiver of Subrogation, Endorsement CG 2404
    - (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
    - (iii) The City of Austin listed as an additional insured, Endorsement CG 2010
  - (c) If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- (2) **Professional Liability Insurance Coverage.** At a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional twelve (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.



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

- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES**: The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT**: (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be sent electronically to the email address below:

	COA.PEProgram@austintexas.gov
Or	Chris.Vykukal@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **ECONOMIC PRICE ADJUSTMENT**:
- A. **Price Adjustments**: Prices shown in this Contract shall remain firm for the first twelve (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 ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date**: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments**: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes**: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period**: Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price**: Initial price quoted, proposed and/or contracted per unit of measure.

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

- (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.

<b>Weight % or \$ of Base Price:</b> 100%	
<b>Database Name:</b> Bureau of Labor Statistics	
<b>Series ID:</b> CUUS0000SAS	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
<b>Geographical Area:</b> U.S. City Average	
<b>Description of Series ID:</b> Services in U.S. city average, all urban consumers, not seasonally adjusted	
<b>This Index shall apply to the following items of the Bid Sheet / Cost Proposal:</b> All	

- 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

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

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.

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:

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

Chris Vykukal

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Wellness Consultant – City of Austin Employee Wellness

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512-974-3229

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[Chris.Vykukal@austintexas.gov](mailto:Chris.Vykukal@austintexas.gov)

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
YOGA CLASSES**

**PURPOSE**

The City of Austin, hereinafter referred to as the “City,” seeks a qualified Contractor to provide yoga classes at the Contractor’s facility for the City’s employee wellness program, Healthy Connections, to begin in January 2018. The City may award multiple contracts.

**BACKGROUND**

- 1.1. HealthyConnections is the City’s employee wellness program. The program is managed by the Human Resources Department / Employee Benefits Division. One component of the wellness program is the PE Program, which provides free fitness classes to City employees at work locations and fitness facilities.
- 1.2. PE classes are offered quarterly in 10 or 12 week quarters. The PE quarters are approximately 3 months long and begin and end with the calendar year. Each class meets once a week during the quarter.
- 1.3. Classes are supported by City employee class captains that track attendance and registration. These class captains will also handle any questions about the program and act as a resource for participants and instructors. To encourage regular attendance, HealthyConnections provides flex time and incentives.
- 1.4. Currently, four Yoga classes are offered.
- 1.5. There are 22-35 students enrolled in each class depending on room size and location.

**2. SCOPE OF WORK**

- 2.1. Contractor shall offer yoga classes at the contractor’s yoga studio or fitness facility.
- 2.2. Contractor shall be able to offer yoga classes including Beginner, Restorative, and Hatha Flow.
- 2.3. Up to five yoga classes may be conducted each week.
- 2.4. Each class shall meet once per week for 45 minutes to 1 hour.
- 2.5. Classes shall be conducted at the same time and location each week.
- 2.6. Classes shall be provided during the lunch hour (11 am – 1 pm) and after work (4 – 6pm). The City will work with the contractor to identify specific times that will work for both City employees and the yoga studio or fitness facility’s schedules.
- 2.7. Classes shall be exclusive to City employees and retirees.
- 2.8. Contractor shall provide up to two yoga demonstration sessions per year to be held at a City location. The demonstrations shall include an overview of the benefits of yoga practice as well as a chance for employees to participate in a 10 to 15 minute class.

**3. GENERAL REQUIREMENTS**

**3.1. Facilities**

- 3.1.1. Classes shall be conducted at the Contractor’s yoga studio or fitness facility.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
YOGA CLASSES**

- 3.1.2. Facilities or studio shall be in good condition, clean, well maintained, and equipped with appropriate heating and air conditioning to the style of yoga being taught.
- 3.1.3. Classroom shall have capacity for at least 20 participants.
- 3.1.4. Equipment shall be provided including blankets, straps, blocks, and bolsters.
- 3.1.5. Ample free parking shall be available to Healthy Connections participants at the facilities.
- 3.1.6. At least one of the facilities where classes will be conducted shall be located within a 3 mile radius of the Texas State Capitol.

**3.2. Instructors**

- 3.2.1. Instructors shall have 200-hour yoga teacher training certification. The Contractor shall provide instructor resumes along with appropriate certifications with their proposal. Instructor changes shall be submitted to the City at least 30 days prior to the start of each PE Quarter with resumes and appropriate certifications.
- 3.2.2. Instructors shall have a minimum of two years of group teaching experience averaging two classes per week.
- 3.2.3. Instructors shall offer modifications during class so all levels of students can participate in classes.
- 3.2.4. Instructors shall have experience leading classes for all ages and physical abilities and have CPR certification.
- 3.2.5. Instructors shall arrive at least ten minutes before the class start time and begin and end the class as scheduled.
- 3.2.6. Instructors shall dress appropriately and conduct themselves in a professional, appropriate, and courteous manner at all times.
- 3.2.7. Contractor is expected to keep the same instructors during classes in each quarter.
- 3.2.8. Contractor shall provide qualified substitute instructors in the event a regular instructor is absent.
- 3.2.9. Instructors shall be paid and scheduled by the Contractor.

**3.3 Other Requirements**

- 3.3.1 The City will contact the Contractor 30 days prior to the beginning of a PE quarter to discuss and agree on location and class times for that quarter.
- 3.3.2 Contractor shall not conduct classes on federal holidays, except Columbus Day, which is not a City holiday.
- 3.3.3 The City will only pay for classes actually taught.
- 3.3.4 The Contractor shall monitor and evaluate instructors and class content throughout a session. The City will provide class feedback to the contractor and the Contractor shall act to make any requested improvements or modifications. In the event an instructor does not comply with the requirements listed in Sections 2 and 3, has two or more unexplained absences, or is late for

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
YOGA CLASSES**

two or more classes in a quarter, HealthyConnections staff may require the instructor be replaced.

3.3.5 Contractor shall have been in business for a minimum of two consecutive years prior to the date the bid is submitted.

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Instructor has 0 – 2 absences	Instructor is expected to have no more than 2 absences per quarter.	Quarterly	Class captains will monitor absences and report absences to the PE Program.	Section 0500, 3.3.4
Instructor shall be on time	Instructors shall arrive at least ten minutes before the class start time and begin and end the class as scheduled.	Each class	Class captains will monitor class start times and report tardiness to the PE Program.	Section 0500, 3.2.5 and 3.3.4
Classes exclusive to City employees and retirees	Classes shall be exclusive to City employees and retirees.	Each class	Class captains will monitor class participants and report issues to the PE Program.	Section 0500, 2.7
Free parking will be available for all participants	Ample free parking shall be available to Healthy Connections participants at the facilities.	Each class	Class captains and participants will monitor parking availability and report to the PE Program.	Section 0500, 3.1.5

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQ 5800 KDS0108**

**1. PROPOSAL FORMAT:**

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:

<b>Section I</b>
------------------

**Tab 1 – City of Austin Purchasing Office Documents** - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0800 Non-Discrimination and Non-Retaliation Certification
- C. Section 0835 Non-Resident Bidder Provisions Form

**Tab 2 – Authorized Negotiator:** Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

**Tab 3 – References:** Provide a list of three (3) references. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to a City interview for follow-up. References shall include the following:

- Company
- Point of Contact
- Title
- Direct telephone number
- Email address

**Tab 4 – 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. Include the number of years your company has been in business and a summary of your company's history and experience.. Identify a parent company if your company is a subsidiary. Indicate if you operate as a partnership, corporation or individual.

**Tab 5 – Personnel, Qualifications/Certifications, Facilities, and Experience:**

- Indicate location of facilities or studios where classes will be conducted.
- An overview of the vendor and instructor's experience and qualifications.
- Identify all key persons and their title, including the contract manager, who will be assigned to the City of Austin and include the following:
  - A. Resumes
  - B. Yoga Certifications

<b>Section II</b>
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**Price Proposal** - Complete and submit Section 0610 Rate Sheet. If pricing for these services are not submitted on Section 0610 Rate Sheet, then the Offeror may be deemed nonresponsive.



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQ 5800 KDS0108**

**Section III**

**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.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to 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.

**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.

**Compliance:** The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

**Section IV**

**EVALUATION FACTORS AND AWARD:**

**A. Competitive Selection:** This procurement will comply with applicable City Policy. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the 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 based on the following criteria:

Price, Personnel, Qualifications/Certifications, Facilities, and Experience.

Optional Presentations, Demonstrations. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.