

**AMENDMENT NO. 3 TO THE  
SERVICE CONTRACT BETWEEN THE  
CITY OF AUSTIN  
AND  
AUSTIN YOUNG CHAMBER OF COMMERCE**

This Amendment Number 3 ("Amendment") to Service Contract NA190000231 ("Contract") is entered by and between the City of Austin ("City") and the Austin Young Chamber of Commerce ("Contractor"). The Contract is amended, as shown below, as follows:

1.0 The Parties hereby agree to amend the contract terms related to delivery of the [Re]Verse Pitch program as indicated in Attachment A.

2.0 The total contract authorization shall not change:

Action	Action Amount	Total Contract Amount
Initial Term: 8/30/2019 – 8/29/2020	\$50,000.00	\$50,000.00
Amendment No. 1 – Add HeroX subscription	\$3,600.00	\$53,600.00
Amendment No. 2 – Extension Option 1 8/30/2020 – 8/29/2021	\$53,600.00	\$107,200.00
Amendment No. 3 – Amend contract terms related to delivery of the [Re]Verse Pitch program	\$6,900.00	\$114,100.00

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

4.0 All other terms and conditions as stated in the Contract shall remain in effect.

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

**AUSTIN YOUNG CHAMBER OF COMMERCE**

By: Alyssia Woods  
Signature

Name: Alyssia Woods  
Printed Name

Title: President + CEO

Date: 11/16/20

**CITY OF AUSTIN**

By: Sylvia Holt-Rabb  
Signature

Name: Sylvia Holt-Rabb  
Printed Name

Title: Acting Director

Date: November 18, 2020

**APPROVED AS TO FORM**

By: R. Pigott  
Signature

Name: Ron Pigott  
Printed Name

Title: Assistant City Attorney

Date: November 18, 2020

## **SERVICE CONTRACT BETWEEN THE CITY OF AUSTIN and the AUSTIN YOUNG CHAMBER OF COMMERCE**

This Service Contract is between the City of Austin, a home-rule municipality incorporated by the State of Texas ("City"), and the Austin Young Chamber of Commerce, a 501(c) membership organization, 3575 Far West Blvd., #30226, Austin, TX, 78731.

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

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained in this Contract, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City will negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, will participate in meetings and conference calls for status reporting as needed, will promptly review any written reports submitted by the Contractor, and will review and approve all invoices for payment, as appropriate. The City's Contract Manager will give the Contractor timely feedback on the acceptability of progress and task reports. The contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement will be Alyssia Palacios-Woods, Phone: (512) 810-8005, Email: [alyssia@austinyoungchamber.org](mailto:alyssia@austinyoungchamber.org). The City's Contract Manager for the engagement for Austin Fast Start and general contract matters will be Blake Smith, (512) 974-7618, Email: [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov) and for [Re]verse Pitch will be ~~Gena McKinley, (512) 974-1915, Email: [gena.mckinley@austintexas.gov](mailto:gena.mckinley@austintexas.gov)~~ Natalie Betts, (512) 974-9235, Email: [Natalie.betts@austintexas.gov](mailto:Natalie.betts@austintexas.gov).

### **SECTION 2. SCOPE OF WORK**

#### **2.1 Austin Fast Start small business pitch competition events –**

- 2.1.1. Background – In 2017-18 and 2018-19, the City partnered with the Austin Young Chamber of Commerce (AYC) to create and deliver a series of small business pitch competition events called Austin Fast Start. These events have been very successful, therefore the City is entering into this contract with AYC to provide three additional Austin Fast Pitch events during 2019-2020.

Austin Fast Start supports Strategic Direction 2023's Economic Opportunity and Affordability strategic outcome by strengthening the small business sector. The specific strategies and metrics supported are:

Strategies:

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- Assess outcomes of our programs that support entrepreneurship and designated small, minority-owned, women-owned and disadvantaged businesses and optimize for participant success.

#### Metrics:

- Number of small businesses per capita
  - Number of small businesses supported by City of Austin programs
- 2.1.2. AYC shall plan, organize, and host three Austin Fast Start small business pitch competition events on a schedule to be mutually agreed between AYC and the City's Small Business Program (SBP), a division of the Economic Development Department.
- 2.1.3. AYC staff shall moderate each Austin Fast Start event.
- 2.1.4. Each event will focus on a particular industry that is aligned with Strategic Direction 2023, to be mutually agreed between AYC and SBP.
- 2.1.5. The location for each Austin Fast Start event shall be selected by AYC and shall align with the industry that is the topic of that event, subject to SBP approval.
- 2.1.6. AYC shall be responsible for coordination and payment of the venue, catering, and all other logistics necessary to deliver the Austin Fast Pitch events.
- 2.1.7. AYC shall recruit a panel of three to five judges for each Austin Fast Pitch event.
- 2.1.7.1. Judges shall be successful business people or topic experts with the knowledge and experience required to evaluate the pitches from the perspective of a lender, investor or partnering business owner. Judges should have no business, financial, or other relationship to contestants.
- 2.1.7.2. AYC shall select judges for each event using the process approved by SBP (see Exhibit B.1) and submit their names and bios for SBP's approval.
- 2.1.7.3. On review and approval of the judges for each event, SBP will initiate the advance Event Coordination and Prize Money payment for that event (see Section 3.2.1).
- 2.1.8. Each Austin Fast Start event shall feature four pitch Contestants:
- 2.1.8.1. AYC shall use the Contestant application approved by SBP (see Exhibit C).
- 2.1.8.2. Target quantity of applications of Contestants for each event shall be at least ten qualifying businesses.
- 2.1.8.3. AYC shall select four applicants to recommend to SBP as pitch contestants using the method mutually agreed between SBP and AYC (see Exhibit B.2).
- 2.1.8.4. AYC shall submit all Contestant applications to SBP at least three calendar weeks before each event. SBP shall review the recommendation and approve the four pitch Contestants.
- 2.1.8.5. Potential Contestants must be in the process of starting a business, or in the early stages of operating a business (no more than two years) within Austin city limits.
- 2.1.8.6. AYC shall be responsible for scheduling and communicating with Contestants and Judges.



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- 2.1.8.7. Contestants shall have five minutes to “sell the audience” on the value of their product or service, or the need the product or service addresses.
  - 2.1.8.7.1. Contestants shall deliver a presentation and/or provide a demonstration of the product.
  - 2.1.8.7.2. Five to eight minutes shall be allotted following each Contestant’s pitch for audience and judge questions, Contestant answers, and suggestions for improvement from the audience.
- 2.1.8.8. The winner shall be chosen using the method mutually agreed between SBP and AYC (see Exhibit B.3).
- 2.1.8.9. The winner shall receive a \$2,500 cash prize paid by AYC. SBP will confirm payment with the winner on receipt of AYC’s event report.
- 2.1.9. AYC shall market and promote Austin Fast Start events to attract audiences and recruit businesses from the targeted industries to be pitch Contestants.
  - 2.1.9.1. Target attendance for each event shall be an audience of at least fifty, which AYC shall document with a sign-in sheet at each event to confirm attendance and submit to SBP.
  - 2.1.9.2. AYC shall be responsible for all communications, RSVPs, etc. with audience attendees.
  - 2.1.9.3. Marketing efforts shall be designed to attract a diverse audience and diverse Contestants. AYC shall submit a one-page summary of media outlets showing distribution of marketing per event.
  - 2.1.9.4. SBP will also promote Austin Fast Start through its ongoing marketing efforts.
  - 2.1.9.5. All advertisements and promotional materials shall include the SBP logo and phrase “Austin Fast Pitch is a partnership between the City of Austin’s Small Business Program and the Austin Young Chamber of Commerce,” unless the item is too small to allow the phrase or logo to be printed legibly.
- 2.1.10. AYC shall build a contact list of registrants, attendees (online RSVPs plus walk-in attendees) and Contestants for each Austin Fast Pitch event and deliver to SBP in an Excel spreadsheet. The contact list shall include the following required information for attendees and Contestants: Name, Business Name (if applicable), mailing address, and email address.
- 2.1.11. AYC may seek in-kind contributions from sponsors to be awarded to Austin Fast Pitch winners, in addition to the prize money, and/or to supplement event-related expenses. Entities that sell, distribute, promote, and/or advertise alcohol, tobacco, and adult-oriented companies, products, or organizations in any manner are strictly prohibited from becoming sponsors.

## **2.2 [Re]Verse Pitch Competition –**

- 2.2.1. Background – The [Re]Verse Pitch Competition is a social innovation program, managed by the City of Austin, that helps turn valuable raw materials that are currently leaving local businesses, non-profits, and institutions as waste into the raw materials for new or expanding social enterprises. A social enterprise is an organization that applies commercial strategies to maximize improvements in financial, social and environmental well-being.

[Re]Verse Pitch supports Strategic Direction 2023’s Economic Opportunity and Affordability strategic outcome and Health and Environment strategic outcome by strengthening the small

business sector and creating a sustainable environment. The specific strategies and metrics supported are:

Strategies:

- Invest in a variety of energy, water and air quality programs and initiatives that emphasize conservation and environmental protection, and are aligned with our long term environmental policy goals (e.g. Austin Community Climate Plan, Zero Waste Master Plan).
- Assess outcomes of our programs that support entrepreneurship and designated small, minority-owned, women-owned and disadvantaged businesses and optimize for participant success.

Metrics:

- Number of tons and percentage of collected residential materials diverted from landfill
- Community carbon footprint (number of metric tons of carbon dioxide emissions)
- City of Austin carbon footprint (number of metric tons of carbon dioxide emissions from our government activity)
- Number of small businesses per capita
- Number of small businesses supported by City of Austin programs

2.2.2. [Re]Verse Pitch has five types of participants:

- 2.2.2.1. Suppliers – Businesses, non-profits, or institutions that produce a waste product, and who are seeking a local end market business partner that can reuse or recycle the waste product. (Example: In an earlier competition, a seafood restaurant sought a local partner that could reuse the large volume of oyster shells it produced.)
- 2.2.2.2. Contestants – An individual, team, or business that creates a concept, process and business model for the marketable reuse of a Supplier's waste products. Contestants may form teams with more than one individual and submit as Contestant teams. Hereafter, "Contestant" refers to both individual Contestants and Contestant teams. The Contestants will work with Mentors and Technical Advisors to develop repurposing business ideas and compete for Innovation Prizes to help start the new venture. Innovation Prize winners will use their prize funding to start and/or grow the business pitched in the competition in the City limits of Austin.
- 2.2.2.3. Mentors – Mentors shall be entrepreneurs, business owners, or seasoned business executives that are willing to volunteer up to seven hours of time to mentor a Contestant over the course of the competition. Mentors will advise the Contestants on the financial and commercial aspects of the reuse project.
- 2.2.2.4. Technical Advisers – Individuals with specific expertise who advise Contestants on that topic. Technical Advisers will be available to answer Contestants' questions on their subject matter as needed during the competition. (Example: In earlier competitions, Technical Advisors with experience in sustainability, marketing, e-commerce, materials science, and logistics were available to assist Contestants.).
- 2.2.2.5. Judges – Lenders, angel investors, venture capitalists, accelerator or incubator directors, or other equivalent private sector entrepreneurial leaders that will evaluate the viability of a reuse business idea and entrepreneur team. Judges shall evaluate each Finalist Contestant's [pitch application and select the winner\(s\)](#) based on pre-established criteria.

2.2.3 The [Re]Verse Pitch process takes approximately [thirty twenty](#) weeks and involves the following stages:

- 2.2.3.1 Recruiting of Suppliers, Contestants, Mentors, Technical Advisors and Judges.

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- 2.2.3.2 Development of Contestants' mentor-request forms, ~~Finalist~~~~Contestant~~ Applications, as well as the establishment of criteria and processes for selecting Finalists and the winner(s), which must be approved by the City Contract Manager before finalization.
- 2.2.3.3 ~~An~~ Opening Pitch event at which Suppliers describe their waste product and need to an audience of potential Contestants.
- 2.2.3.4 Contestants then have one week to request to be matched with a Mentor. AYC shall provide each Contestant with a mentorship guidebook, email introductions to their mentor, and a Finalist Application, which they complete to inform the Judges about their proposed reuse project. The mentorship guidebook has been developed by the City, and the City will provide it to AYC for distribution to Contestants.
- 2.2.3.5 Contestants develop their project and pitch, consulting their Mentors and Technical Advisers as needed.
- 2.2.3.6 Contestants submit their Finalist Application for review and selection. This step is referred to as the Finalist round.
- 2.2.3.7 Finalist Applications are reviewed by the Judges, and they select the Finalists, who are then announced by the City and AYC.

~~2.2.3.8 Finalists are given an opportunity to attend a Pitch Practice session.~~

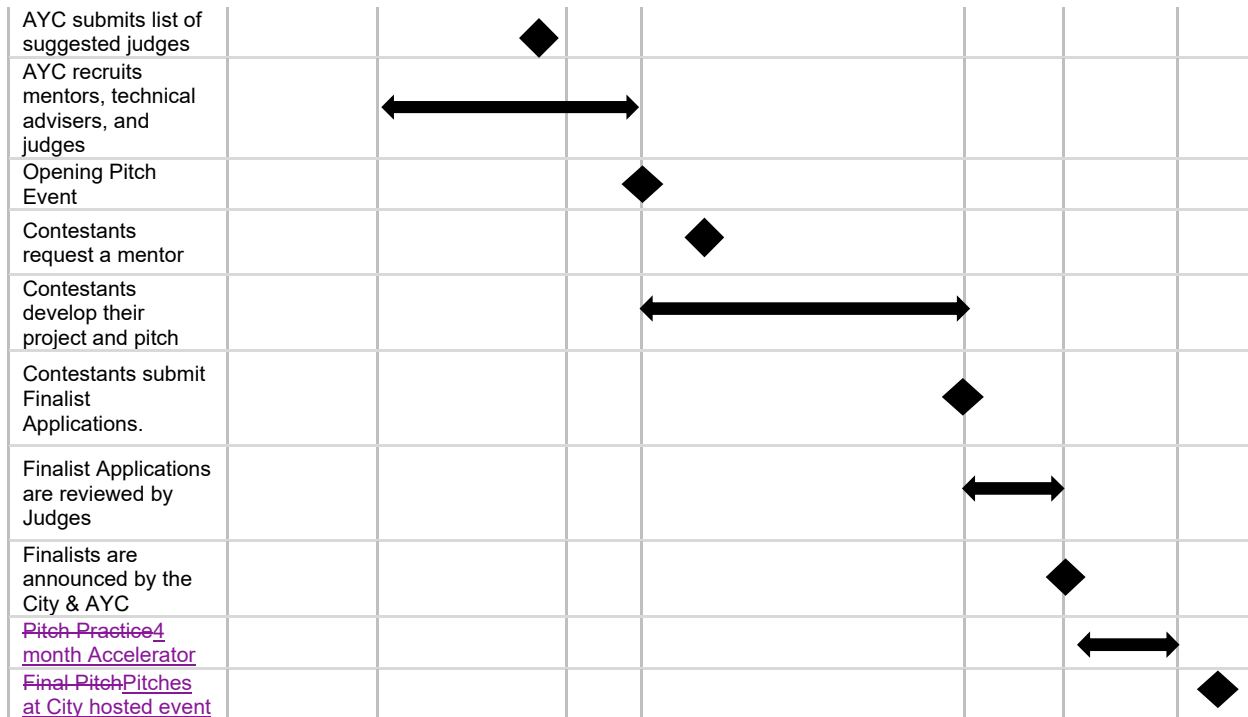
~~2.2.3.9 A Final Pitch is held with the Finalists, Judges and an audience. The winner(s) is/are selected by the Judges using a selection criteria developed by AYC and approved in writing by the City Contract Manager. The audience may select People's Choice honorable mention recipient(s).!~~

~~2.2.3.10~~ 2.2.3.8 Finalists complete a 4-month pre-seed [Re]Verse Pitch accelerator and receive a monthly stipend upon submitting deliverables, agreed upon in writing by AYC and the City. The first half of the winner(s)' prize funding is made available once the winner signs a prize winner agreement with the City, which will be developed by the City. The winner must then raise matching funds and/or meet certain performance measures in order to receive the remaining prize money. The City will oversee compliance with all cash prize requirements and the disbursement of prize funds. AYC shall oversee disbursement of the monthly stipend and any in-kind sponsor-provided prizes.

2.2.4 An approximate timeline for [Re]Verse Pitch is as follows:

Event/Activity	Prep Weeks			Event Weeks			
	Pre-Work	1 - 7	8 - 9	10 - 16	17 - 18	19- <u>30</u>	<u>20</u> 31
City recruits Suppliers	←→						
AYC markets [Re]Verse Pitch to recruit Contestants, other Participants, and an audience		←→					
AYC-City collaborate to develop forms and criteria		←→					
Criteria, processes and documents completed			◆				

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2.2.5 AYC shall work with the City Contract Manager to develop Contestant selection criteria, Finalist and Winner selection criteria, Finalist Application, and Finalist selection processes, [monthly Accelerator content](#), [monthly deliverables for selected Finalists](#) and [all other](#) documents necessary to deliver [Re]Verse Pitch.

~~2.2.5.1 The Finalist and Winner selection processes must consider business viability, Zero Waste, and economic development criteria, [and Finalists must live in, have permanent residence or go to school in the Austin MSA. Finalists must also intend to be in the process of establishing a business within the Austin city limits.](#)~~

~~2.2.5.1 must include input from Suppliers regarding the compatibility of the proposed solution with the Suppliers' business needs.~~

~~2.2.5.2~~ The Finalist Application shall include a short executive summary (using a provided template), a pro forma financial statement (using a provided template) to include a budget for proposed use of the prize funds, and a photograph or rendering of a prototype of the reused or recycled content product (if applicable), unless otherwise approved by the City Contract Manager in writing. [Contestant names shall be hidden from Judges on the Finalist Application, to remove the potential for implicit bias to impact the outcome.](#)

~~2.2.5.2~~ ~~2.2.5.3~~ [The monthly Accelerator content should focus on developing entrepreneurial skills and supporting Finalists in completing business development tasks that will help the Finalists' validate their market, refine their product design, and prepare to raise capital. AYC shall determine appropriate deliverables that each Finalist must submit each month before receiving their stipend. If a Finalist does not submit a completed deliverable on time, they shall be given 5 business days to complete and submit the deliverable. If the Finalist does not meet this extended stipend, they shall not receive a stipend from AYC for that month or any future month of the program, but may continue to participate in Accelerator programming. Exceptions may be made only in the case of extenuating circumstances with written approval by the City.](#)

~~2.2.5.3~~ 2.2.5.4 AYC shall finalize all criteria, processes and documents no later than twenty calendar days prior to the Opening Pitch event. All criteria, processes, and documents referenced in this section must be approved by the City Contract Manager before finalization.

~~2.2.5.4 AYC shall subscribe to and use the crowdsourcing platform HeroX to accept Contestant and Finalist applications. The City shall add funding for the subscription fee to the contract amount.~~

2.2.6. AYC shall coordinate the City's annual [Re]Verse Pitch Competition for ~~2019~~2021, which includes scheduling and hosting the Opening Pitch ~~and Final Pitch events as a~~ public events.

2.2.6.1. The location or online platform for the events will be determined by AYC, subject to City approval.

2.2.6.2. AYC shall be responsible for coordination and payment of the venue or virtual platform, catering, staffing, audio visual and all other logistics necessary for delivery of the events.

2.2.6.3. AYC shall ensure that any in-person events and activities promote and follow the Zero Waste plans and goals of the City. At a minimum, this shall include:

2.2.6.3.1. Ensuring that recycling and composting containers are provided at each event;

2.2.6.3.2. Ensuring that reusable, recyclable, or compostable items shall be used instead of disposable items, wherever possible;

2.2.6.3.3. Using non-perishable items or items purchased in bulk with limited or no disposable packaging, where possible;

2.2.6.3.4. Ensuring that refreshments be structured to reduce food waste, wherever possible;

2.2.6.3.5. Ensuring any leftover refreshments be handled according to the United States Environmental Protection Agency ("EPA") Food Waste Hierarchy (See <https://www.epa.gov/sustainable-management-food/food-recovery-hierarchy>). Leftovers should only be composted as a last resort;

2.2.6.3.6. Ensuring that all disposable items used on site be compostable or recyclable. No Styrofoam or extruded foam products are allowed;

2.2.6.3.7. Ensure that recycling and composting containers, and the associated collection services, are provided to attendees at all venue(s) and events. Each venue must have recycling services, but composting may not be present. If venue does not offer compost collection service, AYC must develop an alternative collection method to divert organic material from the landfill at AYC's expense and handling;

2.2.6.3.8. Ensure that the interior compost receptacles are green and interior recycling containers are blue or have blue signage, and ensure that signs with images of accepted materials are posted by or on containers throughout rented, designated area of venue; and

2.2.6.3.9. Ensure that the interior landfill receptacles are grey or black or have grey or black signage, are clearly labeled, and are always adjacent to recycling and compost containers.

2.2.6.4. Competition events shall be scheduled at a time to maximize attendance, subject to City approval.

2.2.6.5. Events shall not be scheduled during holidays or competing with other major events in the city, such as SXSW.

2.2.7. AYC shall recruit the following [Re]Verse Pitch participants:

2.2.7.1. Note: the City will recruit Suppliers; AYC shall only be responsible for communicating with and coordinating Suppliers' appearance at the Opening Pitch event.

2.2.7.2. AYC shall recruit Contestants.

2.2.7.2.1. AYC shall have a minimum recruitment goal of twenty Contestants participating in the competition, measured by the number of Contestants who complete a Mentor request by the Competition's deadline (approximately one week after the Opening Pitch). Please see section 2.2.2.2 for the definition of Contestants. This goal refers to Contestants recruited, not individuals (Example: If one team of four people is recruited, AYC would need to recruit nineteen more Contestants to meet the goal. )

2.2.7.2.2. Contestants must attend or view the Opening Pitch event to be eligible to compete. For teams, one team member may attend to represent the Contestant.

~~2.2.7.2.3. AYC shall communicate with Contestants regarding [Re]Verse Pitch requirements, deadlines, the teams' status, event details, and any other relevant information. AYC shall provide a copy of the City's prize winner agreement to all Contestants no later than a week after the Opening Pitch, and confirm with all selected Finalists, in writing, that they have read and understood its contents prior to the Final Pitch.~~

~~2.2.7.2.4.~~ 2.2.7.2.3. The City may host additional educational events for Contestants during prior to the Accelerator programming. AYC shall communicate with Contestants about these events and include them in any relevant calendars or event timelines. AYC shall not be responsible for planning or executing these additional educational events during this phase.

~~2.2.7.2.5. AYC shall host a Pitch Practice session for each Finalist, approximately 1 week prior to the Final Pitch in front of pitch experts and/or mock judges to help the Finalists practice their pitches and receive constructive feedback for improvement.~~

2.2.7.3. AYC shall recruit a minimum of five Judges for to select Finalists ~~the Final Pitch event~~.

2.2.7.3.1. AYC shall submit a list of the suggested Judges and their bios to the City for approval at least twenty calendar days prior to the Opening Pitch event.

2.2.7.3.2. Judges shall not have any conflicts of interest with Contestants. If a Contestant with whom a Judge has a business, financial, or other relationship enters the Competition, the Judge should recuse him or herself. AYC shall communicate this requirement to Judges in writing.

2.2.7.3.3. AYC shall communicate with Judges regarding their responsibilities for scoring finalist entries.

2.2.7.4. AYC shall recruit Mentors.



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- 2.2.7.4.1. AYC must ensure that one volunteer Mentor is available for each Contestant.
- 2.2.7.4.2. AYC shall match a mentor to each Contestant that submits a request by the deadline and introduce mentors to their assigned Contestant via email in within two (2) business days of mentor match. AYC shall provide Mentors with a mentorship guidebook. The mentorship guidebook has been developed by the City and will be provided to AYC for distribution to Mentors. AYC shall update the City-provided mentor guidebook with guidance for mentors of selected Finalists, to align with the monthly Accelerator content (see 2.2.5).
- 2.2.7.4.3. AYC shall communicate with Mentors regarding their responsibilities to and limitations with the Contestants.
- 2.2.7.4.4. AYC shall communicate with Contestants about the responsibilities of Mentors, and identify an alternative Mentor for a Contestant as soon as possible if the Contestant reports that a Mentor is not fulfilling their responsibilities (i.e. not being available to meet or provide feedback).
- 2.2.7.5. AYC shall recruit Technical Advisors, as needed.
  - 2.2.7.5.1. AYC shall communicate with Technical Advisors regarding their responsibilities to and limitations with the Contestants.
- 2.2.7.6. AYC shall recruit, coordinate, and communicate with any additional volunteers, as needed to support [Re]Verse Pitch.
- 2.2.8 AYC shall coordinate with Judges to select Contestants-Finalists who shall compete as Finalists in the Final Pitch event for the 4 month accelerator.
  - 2.2.8.1 Judges shall review the Finalist Applications and select Finalists based on criteria developed in conjunction with and approved in writing by the City Contract Manager.
  - ~~2.2.8.2 At the Final Pitch event, Finalists shall deliver a five to seven minute presentation, which may include a demonstration of the product, to "sell" the judging panel on why their business idea best meets the selection criteria described above. Each Finalist presentation shall be followed by at least four minutes for questions from the Judges.~~
  - ~~2.2.8.3 To ensure equitable competition, the method for capturing and documenting the audience's and Judge's scoring system shall be discussed and chosen in at least fifteen business days in advance of the Final Pitch event by mutual agreement between the City and AYC and approved in writing by the City Contract Manager.~~
- 2.2.9 AYC shall coordinate with Finalists to execute a 4-month accelerator, in lieu of the Final Pitch Event.
  - 2.2.9.1 The winner-Finalist(s), as determined by the Judges, shall receive a cash-monthly stipend prize for 4 months.prize;
  - 2.2.9.1.1 Stipend prize to shall be paid monthly directly to the Finalists bywinner(s) by AYCthe City;
  - 2.2.9.1.2 Payment shall only be made subject to Finalists' submission of required deliverables-a prize winner agreement.
  - 2.2.9.1.3 A total of \$12,000 in prize money will be available from the City of Austin to be distributed to Finalists based on submission of deliverables. The schedule of payment will be determined based on the availability of supplemental funds.

~~Funding will be available for at least 3 Finalists to be supplemented for participation in the accelerator at a rate of \$1,000 per month. The City plans to award at least one \$10,000 cash prize.~~

~~If funds are available from the City or supplemental funds for Finalists are available from another source, the City will award a second a fourth Finalist may be compensated as well cash prize.~~

~~2.2.8.3.4~~ 2.2.9.1.4 AYC must remit to the City any unused stipend prize funding remaining at the end of the contract.

2.2.9.2 AYC shall seek in-kind contributions from sponsors to be awarded to [Re]Verse Pitch winners ~~Finalists~~, in addition to the prize money, and/or to supplement event-related expenses. Entities that sell, distribute, promote, and/or advertise alcohol, tobacco, and adult-oriented companies, products, or organizations in any manner are strictly prohibited from becoming sponsors. All funds received must be used for [Re]Verse Pitch efforts only.

2.2.9.3 AYC shall be responsible for the following:

2.2.9.3.1 Developing Accelerator program content, that includes monthly focus for content and deliverables from Finalists, community calls, a timeline and Finalist expectations

2.2.9.3.2 Securing necessary program partners to develop and/or deliver monthly content

2.2.9.3.3 Content delivery, to include:

2.2.9.3.3.1 Communicating with Finalists, Mentors, program partners, and the City Contract Manager in advance of each workshop and community call.

2.2.9.3.3.2 Providing ongoing communication with participants to ensure program participation and completion.

2.2.9.3.3.3 Hosting content virtually, or identifying and securing a location if held in person.

2.2.9.3.4 Ensuring each Finalist meets stated expectations and awarding monthly cash stipend accordingly.

~~2.2.8.3.2~~ 2.2.9.3.5 Developing a press release at the end of the program, with assistance from City, highlighting the Finalists and a call to action to attend the City-hosted circular economy pitch event.

2.2.9. AYC shall market and promote [Re]Verse Pitch public events to attract audiences.

2.2.9.1. Target attendance for the Opening Event shall be an audience of at least one hundred ~~and for the Final Pitch shall be an audience of at least seventy.~~

2.2.9.2. AYC shall be responsible for all communications, RSVPs, etc. with audience attendees.

2.2.9.3. Marketing efforts shall be designed to attract a diverse audience and diverse participants in terms of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, or other dimensions in all four roles (Mentors, Technical Advisors, Judges, Contestants) that AYC is responsible for recruiting. AYC shall strive to achieve representation in all roles that matches that of the Austin population, or in which minority groups are over-represented compared to their representation in the Austin population.

2.2.9.4. -The logo developed for [Re]Verse Pitch Competition by the City will be used in AYC's marketing efforts. This logo will be provided by the City to AYC within thirty business days of contract execution.

2.2.9.5. The City will promote the [Re]Verse Pitch Competition through its ongoing marketing efforts.

2.2.9.6. The City will provide AYC with administrative access to the reversepitch.org website for event information, marketing, and registration information. The City will continue to own and be responsible for the website and domain fees for <http://reversepitch.org>. This

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access shall be used solely for the purposes of the Competition and may not be used or sold by AYC for any other purposes, business or otherwise.

- 2.2.9.7. The City will provide AYC with a contact list of promotional partners, sponsors, mentors, technical advisors, judges, and other interested entities from the prior [Re]Verse Pitch Competitions. Any contact information provided to AYC by the City is to be used solely for the purposes of the Competition and may not be used or sold by AYC for any other purposes, business or otherwise.
- 2.2.9.8. The City retains all rights to the [Re]verse Pitch name, logo, website, and any other content related to this event and provides permission to use these assets only for the promotion of this competition, subject to City approval. The use of the City seal and any other City logos shall only be used with City approval and only on materials directly advertising the Competition.
- 2.2.9.9. All advertisements and promotional materials shall include the phrase “the [Re]Verse Pitch Competition is a partnership between the City of Austin, the Austin Young Chamber of Commerce [and other project partners listed here],” or their logos, with the addition of project partners if they arise. If item is too small to allow the phrase or logos to be printed legibly, AYC shall propose an alternative method of recognizing the project partners to be approved by the City in writing.
- 2.2.10. AYC shall track attendance at all [Re]Verse Pitch events and require attendees to sign in.
- AYC shall build a contact list of attendees, registrants (individuals who RSVP but do not attend), and Contestants for each [Re]Verse Pitch event and deliver the list to the City Contract Manager in a Microsoft Excel spreadsheet, as requested, or no later than thirty (30) days post event.
- 2.2.10.1. The contact list shall include each attendees’ and Contestants’ name, business name, and email address.
- 2.2.11. The City will provide information, feedback, and guidance on AYC’s responsibilities based on the City’s experience with the [Re]Verse Pitch Competition to the best of its ability on an as-needed basis.
- 2.2.11.1. Unless otherwise instructed by the City, AYC shall respond within two (2) business days of City request for contact, notification, response, etc.

### **SECTION 3. COMPENSATION.**

- 3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed ~~\$50,000.00~~ \$60,500.00 for all fees and expenses as follows:

#### 3 Austin Fast Start Pitch events

Prize money	\$7,500.00
Event coordination	<u>\$22,500.00</u>
Sub Total	\$30,000.00

#### 1 [Re]Verse Pitch Competition

Marketing	<u>\$1,500</u> <del>3,000.00</del>
Recruiting Bonus*	\$2,000.00 <del>4,000.00</del>
<del>HeroX subscription</del>	<del>\$3,600.00</del>
Event coordination	<u>\$15,000</u> <del>\$13,000.00</del>

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Prize Money	\$12,000
Sub Total	<del>\$30,500</del> \$23,600.00

Total Contract	<del>\$53,600.00</del> \$60,500
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\*\$2,000 to be paid to AYC if ~~a stretch goal of receiving~~ twenty or more Finalist Applications ~~is met or exceeded. For each application beyond twenty, AYC shall be paid an additional \$100 up to a maximum Recruiting Bonus of \$4,000.~~

\*To receive the recruiting bonus, AYC must provide copies of the approved applications to Contract Manager with invoice as supporting documentation.

### 3.2 **Payment schedule**

3.2.1 Austin Fast Start –SBP shall pay AYC as follows:

Payment 1, on submittal of judges' names and bios for Event 1:

Event Coordination, Event 1	\$5,000
Prize, Event 1	<u>\$2,500</u>
Total	\$7,500

Payment 2, on completion of Event 1:

Event Coordination, Event 1	\$2,500
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Payment 3, on submittal of judges' names and bios for Event 2:

Event Coordination, Event 2	\$5,000
Prize, Event 2	<u>\$2,500</u>
Total	\$7,500

Payment 4, on completion of Event 2:

Event Coordination, Event 2	\$2,500
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Payment 5, on submittal of judges' names and bios for Event 3:

Event Coordination, Event 3	\$5,000
Prize, Event 3	<u>\$2,500</u>
Total	\$7,500

Payment 6, on completion of Event 3:

Event Coordination, Event 3	<u>\$2,500</u>
Total	\$2,500

3.2.2 [Re]Verse Pitch – ARR will pay AYC as follows:

Payment 1, on completion of approved "criteria and process" documents, [to include a plan for monthly Accelerator content and Finalist deliverables:](#)

Event Coordination	<u>\$24,000</u>
Total	<u>\$24,000</u>

Payment 2, on completion of approved Mentor, Technical Advisor, and Judge Recruitment

Event Coordination	<u>\$2,500</u>
Total	\$2,500

Payment 3, on completion of Opening Pitch:

Event Coordination	\$3,000
Marketing, Event 1	<u>\$1,500</u>
Total	\$4,500

Payment 4, on completion of Recruiting Bonus\* and Finalist Selection:

Recruiting Bonus*	<u>\$2,000-4,000</u>
Prize money	<u>\$12,000</u>
Total	<u>\$14,000-4,000</u>

Payment 5, on completion of first two months of Accelerator content: Final Pitch:

Event Coordination	<u>\$2,750 5,500</u>
Marketing, Event 2	<u>\$1,500</u>
Total	<u>\$2,750 7,000</u>

Payment 6, on completion of Accelerator:

Event Coordination	<u>\$2,750</u>
Total	<u>\$2,750</u>

\*\$2,000 to be paid to AYC if a stretch goal of receiving twenty Finalist Applications is met or exceeded. ~~For each application beyond twenty, AYC shall be paid an additional \$100, up to a maximum Recruiting Bonus of \$4,000.~~

**3.3 Reporting and Invoicing**

3.3.1 AYC shall invoice the City according to the payment schedules outlines in Sections 3.2.1 and 3.2.2 above.

3.3.2 AYC shall invoice SBP for Austin Fast Pitch and ARR for [Re]Verse Pitch activities separately. Invoices shall be submitted by email to:

3.3.2.1 Austin Fast Pitch: Blake Smith, [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)  
Veronica Samo, [veronica.samo@austintexas.gov](mailto:veronica.samo@austintexas.gov)

3.3.2.2 [Re]Verse Pitch: ~~ARR.AP@austintexas.gov~~  
~~Gena McKinley, Natalie Betts~~ [natalie.betts@austintexas.gov](mailto:natalie.betts@austintexas.gov)  
~~[gena.mckinley@austintexas.gov](mailto:gena.mckinley@austintexas.gov)~~  
Circular Economy Program Inbox,  
[circulareconomy@austintexas.gov](mailto:circulareconomy@austintexas.gov)  
Blake Smith, [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)

3.3.2.3 Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

- A unique invoice number;
- Invoice Date
- The City-provided purchase order or delivery order number and
- City contract number, if applicable;
- Department's Name (Austin Resource Recovery or ARR)
- The name of the Contract Manager;
- The Contractor's name; and
- If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.

### Amendment 3, Attachment A

- 3.3.3 Invoices for Austin Fast Start events shall be supported by the following documentation:
- 3.3.3.1 The contact list of event attendees and Contestants for the event being invoiced.
  - 3.3.3.2 Copies of contestant applications for each event and any documentation supporting the selection process.
  - 3.3.3.3 Examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote event attendance.
  - 3.3.3.4 A list of in-kind support from sponsors.
- 3.3.4 Invoices for [Re]Verse Pitch events shall be supported by the following documentation:
- 3.3.4.1 Payment 1-Criteria ~~&~~ Process & Accelerator Content: Contestant selection criteria, Finalist and Winner selection criteria, Finalist Application, application and selection process description, plan for educational content to be delivered during Accelerator, a list of deliverables that will be required of Finalists, an updated mentor guidebook and documents necessary to deliver [Re]Verse Pitch, approved in writing by the City Contract Manager.
  - 3.3.4.2 Payment 2-Mentor, technical Advisor, and Judge Recruitment: Proof of completion of recruitment of Mentors, Technical Advisors, and Judges for the Competition, to include their qualifications and written approval from the City Contract Manager.
  - 3.3.4.3 Payment 3-Opening Pitch and Accelerator Program Deliverable: The contact list of event attendees, registrants and Contestants for the Opening Pitch, examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote diverse event attendance and participation, and a list of in-kind support from sponsors,
  - 3.3.4.4 Payment 4-Recruiting Bonus and Finalist Selection: Copies of at least twenty (20) Finalist Application submissions that were submitted by the Competition's deadline by at least twenty (20) Contestants, as defined in Section 2.2.2.2. Selected Finalists, copies of Judging scoring sheets, and copies of all Finalist Applications
  - ~~3.3.4.5~~ 3.3.4.6 Payment 5-~~Final Pitch~~Accelerator Part 1: Copies of course content provided, dates and attendee lists for each workshop and/or community call hosted, copies of monthly deliverables from Finalists received, and documentation of stipend fund disbursement for the first two months of the Accelerator. The contact list of event attendees, registrants and Finalists at the Final Pitch, examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote diverse event (as defined in Section 2.2.9.3) attendance & participation, a list of in-kind support from sponsors, a brief written narrative describing the Pitch Practice sessions held, copies of Judges scoring sheets, and copies of all Finalist Applications. (to get \$1500)
  - ~~3.3.4.5~~ 3.3.4.6 Payment 6 – Accelerator Part 2: Copies of course content provided, dates and attendee lists for each workshop and/or community call hosted, copies of monthly deliverables from Finalists received, and documentation of stipend fund disbursement for the final two months of the Accelerator, plus a copy of the press release highlighting Finalists and their presence at City-hosted pitch event.
- 3.3.5 The City shall pay all proper invoices within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. If the City does not timely pay, interest shall accrue on the unpaid balance at the rate specified in Texas Government Code



§2251.025. However, if the City does not timely pay for a reason for which the City may properly withhold payments under law or the terms of this Contract, then interest shall not accrue until 10 calendar days after the parties have resolved the grounds for withholding payment.

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

3.3.7 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:

3.3.7.1 delivery of defective or non-conforming deliverables by the Contractor, incomplete or non-conforming reports or an invalid invoice;

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

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

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

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

3.3.7.6 or failure of the Contractor to comply with any material provision of the Contract Documents

3.3.8 The payment obligations of the City under this Contract are subject to Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4 **Non-Appropriation.** The Contractor acknowledges that the City has provided notice that the City's payment obligations to the Contractor are payable only from funds appropriated or available for the purpose of this Contract. If the City does not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, the Contract is void. The City shall provide the Contractor with 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 City to pay its obligations under the Contract.

3.5 **Final Payment and Close-Out.** The making and acceptance of final payment will constitute: 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 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### **SECTION 4. TERM AND TERMINATION.**

## Amendment 3, Attachment A

- 4.1 **Term of Contract.** This Contract shall be effective on execution for a term of twelve months. The Contract may be extended for two additional twelve-month extension option terms by mutual written agreement of the Parties.
- 4.2 **Right to Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph in this Contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 4.4 **Termination for Cause.** In the event of a default by the Contractor, the City will have the right to terminate the Contract for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of the notice, unless the Contractor, within this 10 day period, cures the default, or provides evidence sufficient to prove to the City's reasonable satisfaction that the default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City will 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. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three years and any Offer submitted by the Contractor may be disqualified for up to three years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination without Cause.** The City will have the right to terminate the Contract, in whole or in part, without cause any time with 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 the exceptions, if any, specified in the notice of termination. The City will pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES.**

- 5.1 **General Insurance Requirements.**
- 5.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated in this Contract for the duration of the Contract and during any warranty period.
- 5.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City.
- 5.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City will not relieve or decrease the liability of the Contractor under this Contract and shall not be construed to be a limitation of liability on the part of the Contractor.

Amendment 3, Attachment A

- 5.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 5.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation / contract number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Economic Development Department  
Attn: Blake Smith  
P. O. Box 1088  
Austin, Texas 78767

- 5.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.9 If insurance policies are not written for amounts specified in Section 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.10 The City will be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 5.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 5.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.14 The Contractor shall endeavor to provide the City 30 calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

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

- 5.2.1 **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 Injuries). The policy shall contain the following provisions and endorsements:

- Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- Independent Contractor's Coverage.
- Products/Completed Operations Liability for the duration of the warranty period.
- Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 30 calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.2.2 **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.

5.2.3 **Certificate:** The following statement must be shown on the Certificate of Insurance: "The City of Austin is an Additional Insured on the general liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability policies."

5.3 **Equal Opportunity.**

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

5.3.2 **Americans with Disabilities Act (ADA) Compliance:** The Contractor shall comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.

5.4 **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. Failure of the City to require performance by the Contractor does not affect the right of the City to require performance in the future. No delay, failure, or waiver of the City's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by the City of any breach of any term of the Contract will not be construed as a waiver of any continuing or successive breach.

5.5 **Delays.**

5.5.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under Section 8.20, Dispute Resolution.

However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- 5.5.2 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) flood, fire, earthquake, hurricane, tornado, or other 'acts of God;' (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) national or regional emergency; (d) other similar events beyond the control of the Party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice, by email or telephone, confirmed promptly in writing, within five business days of the Force Majeure Event to the other party, stating how long the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days, the other party may terminate this Contract upon 15 days' written notice.
- 5.6 **Rights to 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. The City shall comply with the requirements of the Public Information Act, Chapter 552, Texas Government Code, when information related to this Contract is requested by a third party.
- 5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified, and the Contractor shall have previously obtained the authorization from the owner to use it for this Contract.

## **SECTION 6. WARRANTIES.**

- 6.1 **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.

## **SECTION 7. MISCELLANEOUS**

- 7.1 **Subcontractors.**
- 7.1.1 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:
- 7.1.1.1 Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

- 7.1.1.2 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;
  - 7.1.1.3 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;
  - 7.1.1.4 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
  - 7.1.1.5 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- 7.1.2 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.
- 7.1.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 days after receipt of payment from the City.
- 7.2 **Workforce.**
  - 7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
  - 7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
    - 7.2.2.1 Illegally use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.
    - 7.2.2.2 Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
  - 7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from



and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

- 7.4 **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- 7.4.1 Disposal of major assets;
- 7.4.2 Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;
- 7.4.3 Any significant termination or addition of provider contracts;
- 7.4.4 The Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 Strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- 7.4.6 Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- 7.4.7 Known or anticipated sale, merger, or acquisition;
- 7.4.8 Known, planned or anticipated stock sales;
- 7.4.9 Any litigation filed by a member against the Contractor; or
- 7.4.10 Significant change in market share or product focus.

- 7.5 **Right To Audit.**

- 7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City will 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 years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- 7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

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

- 7.7 **Each Party To Assume Liability for Wrongdoing of its Employees and Agents.** The parties to this Contract are a local government unit of the State of Texas and a qualified charitable non-profit association. Each party recognizes the unique liabilities, immunities and defenses related to its actions to execute this Contract. Each party shall be liable for the negligent acts or other wrongdoing of its employees, subcontractors and agents and shall assume the expense of any defense or costs.

- 7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten calendar days after receipt of notice by the Contractor. Such notice to the City will state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:
- |  |   |
|--|---|
| To the City:   | To the Contractor:  |
| City of Austin, Small Business Program<br>ATTN: Blake Smith<br>P O Box 1088<br><br>Austin, TX 78767<br>blake.smith@austintexas.gov | Austin Young Chamber of Commerce<br>ATTN: Alyssia Palacios-Woods<br>3575 Far West Blvd., #30226<br><br>Austin, TX, 78731<br>allyssia@austinyoungchamber.org |
- 7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of

securing business. For breach or violation of this warranty, the City will have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City 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 will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.14 **Prohibition against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.16 **Assignment-Delegation.** The Contract shall be binding upon and inure 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; the intention of the parties is that there be no third party beneficiaries.
- 7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.18 **Modifications.** The Contract can be modified or amended only 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.
- 7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 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 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 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 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 30 calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

7.21 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Jurisdiction and Venue.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in

### Amendment 3, Attachment A

any way arising from or relating to this Contract and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Texas sitting in Travis County, Texas, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Texas sitting in Travis County, Texas. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

This Contract and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

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

7.24 **Holidays:** The following holidays are observed by the City:

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

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

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

- 7.26 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.27 **Incorporation of Documents.** **Section 0100, Standard Purchase Definitions, and Section 0300, Standard Purchasing Terms and Conditions, and Section 0400, Supplemental Terms and Conditions,** are hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: [https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)
- 7.28 **Indemnity**
- 7.28.1 In this section, the following terms have the meanings assigned below:
- 7.28.1.1 “Indemnified party” is the city and the city’s officers, elected and appointed officials, employees, agents, representatives, successors and assigns.
- 7.28.1.2 “Indemnifying party” is the contractor, its officers, agents, employees, subcontractors, successors or assigns.
- 7.28.2 The indemnifying party shall indemnify, hold harmless, and defend the indemnified party against any and all losses, damages, liabilities, deficiencies, claims, causes of action, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including professional fees and attorneys’ fees, that are incurred by the indemnified parties arising out of any direct or third party claim of:
- 7.28.2.1 Breach or non-fulfillment of any provision of this contract by the indemnifying party;
- 7.28.2.2 Any negligent or more culpable act or omission of the indemnifying party, including any reckless or willful misconduct, related to the performance of its obligations under this contract;
- 7.28.2.3 Any bodily injury, death of any person, or damage to real or personal property caused by the negligent or more culpable acts or omissions of indemnifying party, including any reckless or willful misconduct; or
- 7.28.2.4 Any failure of the indemnifying party to comply with any applicable federal, state, or local laws, regulations, or codes related to the performance of its obligations under this contract.
- 7.28.3 The indemnifying party’s obligations under this section are not excused in the event a claim is caused in part by the alleged negligence or more culpable acts or omissions of the indemnified party, including any reckless or willful misconduct.**
- 7.28.4 The indemnified party shall give the indemnifying party written notice (a “claim notice”) of any claim received related to this contract. The indemnifying party’s duty to defend applies immediately. The indemnified party’s failure to provide a claim notice to the indemnifying party does not relieve the indemnifying party of its duty to indemnify, hold harmless and defend the indemnified party.
- 7.28.5 The indemnified party may select its own legal counsel to represent its interests. the indemnifying party shall:



Amendment 3, Attachment A

- 7.28.5.1 Reimburse the indemnified party for its costs and attorney's fees immediately upon request, as they are incurred, and
- 7.28.5.2 Remain responsible to the indemnified party for any losses indemnified under this section.
- 7.28.6 The indemnifying party shall give prompt, written notice to the indemnified party of any proposed settlement of a claim that is indemnifiable under this section. The indemnifying party may not, without the indemnified party's prior, written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought under this section.

~~7.29 **Required Anti-Boycott Israel Provision.**~~

~~7.29.1 Pursuant to §2270.002, Texas Government Code, the City is prohibited from entering a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.~~

~~7.29.1.1 "Boycotting Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.~~

~~7.29.1.2 A "company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.~~

~~7.29.2 Pursuant to this statutory requirement, the Contractor provides this written verification that, if the Contractor is a company as defined above, it does not boycott Israel and will not boycott Israel for the term of this Contract.~~

~~7.29.3 The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.~~

Amendment 3, Attachment A

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

**AUSTIN YOUNG CHAMBER OF COMMERCE**

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: \_\_\_\_\_  
Printed Name

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

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

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

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

**List of Exhibits**

Exhibit A	Non Discrimination Certification
Exhibit B.1	Judges Selection Process
Exhibit B.2	Finalist Selection Process
Exhibit B.3	Winner Selection Process
Exhibit C	Sample Contestant Application

**Exhibit B.1:** Austin Fast Start Judges Selection Process

Once the cycle topic is determined, the Austin Young Chamber will reach out through its network and referrals to identify qualified judges for the competition. Examples of contacts include 3 Day Startup, DivInc, Austin Technology Incubator, corporate entities, and local higher educational institutions.

To the best of Austin Young Chamber's ability, a panel of five judges will be populated according to the following:

- One standing spot will be offered to 3 Day Startup staff as experts in the startup ecosystem.
- Two to three spots will be offered to industry leaders and experts, including one c-level executive.
- One spot will be offered to a venture capitalist, or an expert in the investment space.
- One additional spot will be offered to a startup expert, as needed.

*Considerations:*

The Austin Young Chamber will work towards creating diverse judging panels with different backgrounds and expertise represented.

**Exhibit B.2:** Austin Fast Start Finalist Selection Process

1. All applications received by the deadline are vetted by Austin Young Chamber staff for completion.
2. A panel of four judges will receive all viable applications and the coinciding Judge's Scoring Sheet. Each judge will score each application.
3. The combined total of all four judges scores determine the applicant's Total Score.
4. The applicants with the top four Total Scores are invited to participate as Finalists on Pitch Day. Should a Finalist be unavailable, the next highest applicant will be invited until four finalists are confirmed to participate.

**Exhibit B.3:** Austin Fast Start Winner Selection Process

1. Each Finalists will present a 5 minute pitch and have 8 minutes to follow for Q&A from the judges and audience.
2. Following each pitch, each of the four judges will score the Finalist using the pitch day Judge's Scoring Sheet.
3. After all four Finalists have presented, the audience will vote for their favorite via text-to-vote.
4. The Finalist's Pitch Day Score will be determined by a combination of the Judge's Scores (80%) and the audience vote (20%).
5. The Finalists with the highest Pitch Day score will be named the winner of the competition.

**Exhibit C:** Austin Fast Start Sample Contestant Application

**Austin Fast Start - Fashion Application**

**BACKGROUND**

The Austin Fast Start is a partnership between the City of Austin's Economic Development Department and the Austin Young Chamber with support from 3 Day Startup.

Austin Fast Start is a reoccurring pitch competition focused on various economic development priorities: FinTech (December 2018/January 2019), Fashion (June 2019), and Mobility Innovation (September 2019).

**QUALIFICATIONS**

This cycle's applications are open to Austin based startups whose work fits the scope of Fashion. Startups must: (1) be located within Austin city limits, (2) should be in the pre-seed/early revenue stage, and (3) be less than two years old.

**ABOUT FASHION**

Fashion is broadly defined to include apparel, accessories, or a service or store in the fashion industry.

**DEADLINE**

**\*DEADLINE EXTENDED\*** Applications for Fashion will now close at 11:59pm on Friday, May 24, 2019.

**SCORING**

All applications will be scored by judges from across the community with diverse backgrounds and skills related to startups, business, investments, and fashion. The top four scored applications will be selected as Finalists and invited to participate on pitch day June 25, 2019 from 5:30 - 7:00pm at Google.

**PITCH DAY**

The four Finalists will pitch their business to the audience at the Austin Fast Start event on June 25 from 5:30-7:00pm at Google.

**PRESENTATION**

Each Finalist will have five minutes to pitch the audience on the value of their product or service by either presenting a slide show presentation or giving a live demonstration of the product. Five to eight minutes of questions and answers from the judges and audience will follow.

**WINNER**

The winner of the Austin Fast Start will be chosen by a combination of judges scores and audience vote.

**PRIZE**

Winners will receive an on the spot cash prize of \$2,500 plus \$5,000+ in additional in-kind prizes including:

- One Year Elite Membership to the Austin Young Chamber
- Three months free rent at Capital Factory
- Global Conference Roundup Ticket from 3 Day Startup
- LLC Formation from The Haney Law Firm
- Business Coaching Session from the Economic Growth Business Incubator
- Three-series business classes from the City of Austin Small Business Program.

**\*PLEASE NOTE\*:**

This application will need to be completed and submitted in one sitting. There is not an option to save and return to your application. To assist you in preparing your answers, you can find a link to all application questions here: <http://bit.ly/AustinFastStartFashion>

Amendment 3, Attachment A

\* Required

**Business Contact Information**

1. **Company Name \***

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2. **Company Mailing Address \***

---

3. **Owner Name \***

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4. **Owner Email \***

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**Exhibit A**  
**City of Austin, Texas**  
**Human Rights Commission**  
**NON-DISCRIMINATION CERTIFICATION**

I hereby certify that our firm conforms to the City Code, Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, 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 the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is 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 not engage in any discriminatory employment practice as defined in this chapter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Company's Name \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**AMENDMENT NO. 2 TO THE  
SERVICE CONTRACT BETWEEN THE  
CITY OF AUSTIN  
AND  
AUSTIN YOUNG CHAMBER OF COMMERCE**

This Amendment Number 2 (“Amendment”) to Service Contract NA190000231 (“Contract”) is entered by and between the City of Austin (“City”) and the Austin Young Chamber of Commerce (“Contractor”). The Contract is amended, as shown below, as follows:

1.0 The City hereby exercises the first of two 12-month extension options for this contract. The extension option will be August 30, 2020, through August 29, 2021. One option remains.

2.0 The contract amount for the extension option shall be \$53,600.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 8/30/2019 – 8/29/2020	\$50,000.00	\$50,000.00
Amendment No. 1 – Add HeroX subscription	\$3,600.00	\$53,600.00
Amendment No. 2 – Extension Option 1 8/30/2020 – 8/29/2021	\$53,600.00	\$107,200.00

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

4.0 All other terms and conditions as stated in the Contract shall remain in effect.

The parties’ duly authorized representatives execute this Amendment on the dates set forth, below.

AUSTIN YOUNG CHAMBER OF COMMERCE

By: Alyssia Woods  
Signature

Name: Alyssia Woods  
Printed Name

Title: President + CEO

Date: 7/20/20

APPROVED AS TO FORM

By: R. Pigott  
Signature

Name: Ron Pigott  
Printed Name

Title: Assistant City Attorney

Date: July 21, 2020

CITY OF AUSTIN

By: Sylvia Holt-Rabb  
Signature

Name: Sylvia Holt-Rabb  
Printed Name

Title: Acting Director

Date: July 21, 2020





## MEMORANDUM

**TO:** J. Rodney Gonzales, Assistant City Manager

**FROM:** Blake Smith, Financial Analyst III, Economic Development Department

**DATE:** February 14, 2020

**SUBJECT:** Amendment to contract with Austin Young Chamber (AYC)

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Please find attached a \$3,600.00 amendment to Master Agreement NA1900000231 with the Austin Young Chamber of Commerce, for an amended total contract amount of \$53,600.00.

The contract provides planning, coordination and hosting services for two City programs:

1. EDD Small Business Program's FastStart small business pitch contests;
2. Austin Resource Recovery's [Re]Verse Pitch competition for entrepreneurs in the waste reuse/recycling industry.

The amendment was requested by Austin Resource Recovery to add the cost of an online subscription to a crowdsourcing platform called HeroX to the contract. HeroX is used to upload applications and other communications for the ReVerse Pitch competition, and is used by the winning entrepreneur to raise the required matching funds for the prize.

Alyssia Palacios-Woods, President & CEO of the Austin Young Chamber, has already signed the amendment. Assistant City Attorney Ron Pigott has also signed the amendment, approving it as to form and content. Once you have reviewed and approved this information, please sign the amendment on page 2. Your staff can contact me at 974-7618, or Casey Ubias at 974-9051, to pick up the signed amendment.

**CC:** Vicky Valdez, Division Manager, Small Business Program  
Sylvia Holt-Rabb, Deputy Director, Economic Development Department  
Veronica Briseño, Director, Economic Development Department  
Madelyn Morgan, Planner III, Austin Resource Recovery  
Gena McKinley, Division Manager, Austin Resource Recovery

**AMENDMENT NO. 1 TO THE  
SERVICE CONTRACT BETWEEN THE  
CITY OF AUSTIN  
AND  
AUSTIN YOUNG CHAMBER OF COMMERCE**

This Amendment Number 1 ("Amendment") to Service Contract NA190000231 ("Contract") is entered by and between the City of Austin ("City") and the Austin Young Chamber of Commerce ("Contractor"). The Contract is amended, as shown below, with new language underlined and removed language struck through.

Section 2.5 is amended to read as follows:

2.2.5.4 AYC shall subscribe to and use the crowdsourcing platform HeroX to accept Contestant and Finalist applications. The City shall add funding for the subscription fee to the contract amount.

Section 3.1 is amended to read as follows:

3.1 Contract Amount. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$53,600 ~~[50,000]~~ for all fees and expenses as follows:

**3 Austin Fast Start Pitch events**

Prize money	\$7,500.00
Event coordination	\$22,500.00
Sub Total	\$30,000.00

**1 [Re]Verse Pitch Competition**

Marketing	\$3,000.00
Recruiting Bonus*	\$2,000.00-4,000.00
<u>HeroX subscription</u>	<u>\$3,600.00</u>
Event coordination	\$13,000.00
Sub Total	<u>\$23,600.00</u> <del>[20,000.00]</del>

**Total Contract**                **\$53,600 ~~[50,000.00]~~**

\*\$2,000 to be paid to AYC if a stretch goal of receiving twenty Finalist Applications is met or exceeded. For each application beyond twenty, AYC shall be paid an additional \$100 up to a maximum Recruiting Bonus of \$4,000.

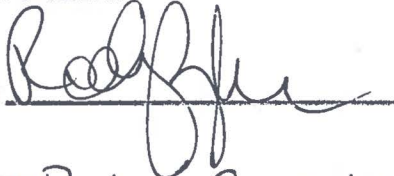
\*To receive the recruiting bonus, AYC must provide copies of the approved applications to Contract Manager with invoice as supporting documentation.

All other terms and conditions as stated in the original Contract shall remain in effect.

The parties' duly authorized representatives execute this Amendment on the dates set forth, below.

CITY OF AUSTIN

CONTRACTOR

BY: 

BY: Alyssia Woods

NAME: Rodney Gonzales

NAME: Alyssia Woods

TITLE: Assistant City Mgr

TITLE: President + CEO

DATE: 2/24/20

DATE: 2/9/20

Approved as to form:



Assistant City Attorney

**SERVICE CONTRACT BETWEEN  
THE CITY OF AUSTIN and the AUSTIN YOUNG CHAMBER OF COMMERCE**

This Service Contract is between the City of Austin, a home-rule municipality incorporated by the State of Texas ("City"), and the Austin Young Chamber of Commerce, a 501(c) membership organization, 3575 Far West Blvd., #30226, Austin, TX, 78731.

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

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained in this Contract, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City will negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, will participate in meetings and conference calls for status reporting as needed, will promptly review any written reports submitted by the Contractor, and will review and approve all invoices for payment, as appropriate. The City's Contract Manager will give the Contractor timely feedback on the acceptability of progress and task reports. The contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement will be Alyssia Palacios-Woods, Phone: (512) 810-8005, Email: [alyssia@austinyoungchamber.org](mailto:alyssia@austinyoungchamber.org). The City's Contract Manager for the engagement for Austin Fast Start and general contract matters will be Blake Smith, (512) 974-7618, Email: [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov) and for [Re]verse Pitch will be Gena McKinley, (512) 974-1915, Email: [gena.mckinley@austintexas.gov](mailto:gena.mckinley@austintexas.gov).

**SECTION 2. SCOPE OF WORK**

**2.1 Austin Fast Start small business pitch competition events –**

- 2.1.1. Background – In 2017-18 and 2018-19, the City partnered with the Austin Young Chamber of Commerce (AYC) to create and deliver a series of small business pitch competition events called Austin Fast Start. These events have been very successful, therefore the City is entering into this contract with AYC to provide three additional Austin Fast Pitch events during 2019-2020.

Austin Fast Start supports Strategic Direction 2023's Economic Opportunity and Affordability strategic outcome by strengthening the small business sector. The specific strategies and metrics supported are:

**Strategies:**

- Assess outcomes of our programs that support entrepreneurship and designated small, minority-owned, women-owned and disadvantaged businesses and optimize for participant success.



Metrics:

- Number of small businesses per capita
- Number of small businesses supported by City of Austin programs

- 2.1.2. AYC shall plan, organize, and host three Austin Fast Start small business pitch competition events on a schedule to be mutually agreed between AYC and the City's Small Business Program (SBP), a division of the Economic Development Department.
- 2.1.3. AYC staff shall moderate each Austin Fast Start event.
- 2.1.4. Each event will focus on a particular industry that is aligned with Strategic Direction 2023, to be mutually agreed between AYC and SBP.
- 2.1.5. The location for each Austin Fast Start event shall be selected by AYC and shall align with the industry that is the topic of that event, subject to SBP approval.
- 2.1.6. AYC shall be responsible for coordination and payment of the venue, catering, and all other logistics necessary to deliver the Austin Fast Pitch events.
- 2.1.7. AYC shall recruit a panel of three to five judges for each Austin Fast Pitch event.
  - 2.1.7.1. Judges shall be successful business people or topic experts with the knowledge and experience required to evaluate the pitches from the perspective of a lender, investor or partnering business owner. Judges should have no business, financial, or other relationship to contestants.
  - 2.1.7.2. AYC shall select judges for each event using the process approved by SBP (see Exhibit B.1) and submit their names and bios for SBP's approval.
  - 2.1.7.3. On review and approval of the judges for each event, SBP will initiate the advance Event Coordination and Prize Money payment for that event (see Section 3.2.1).
- 2.1.8. Each Austin Fast Start event shall feature four pitch Contestants:
  - 2.1.8.1. AYC shall use the Contestant application approved by SBP (see Exhibit C).
  - 2.1.8.2. Target quantity of applications of Contestants for each event shall be at least ten qualifying businesses.
  - 2.1.8.3. AYC shall select four applicants to recommend to SBP as pitch contestants using the method mutually agreed between SBP and AYC (see Exhibit B.2).
  - 2.1.8.4. AYC shall submit all Contestant applications to SBP at least three calendar weeks before each event. SBP shall review the recommendation and approve the four pitch Contestants.
  - 2.1.8.5. Potential Contestants must be in the process of starting a business, or in the early stages of operating a business (no more than two years) within Austin city limits.
  - 2.1.8.6. AYC shall be responsible for scheduling and communicating with Contestants and Judges.
  - 2.1.8.7. Contestants shall have five minutes to "sell the audience" on the value of their product or service, or the need the product or service addresses.

- 2.1.8.7.1. Contestants shall deliver a presentation and/or provide a demonstration of the product.
- 2.1.8.7.2. Five to eight minutes shall be allotted following each Contestant's pitch for audience and judge questions, Contestant answers, and suggestions for improvement from the audience.
- 2.1.8.8. The winner shall be chosen using the method mutually agreed between SBP and AYC (see Exhibit B.3).
- 2.1.8.9. The winner shall receive a \$2,500 cash prize paid by AYC. SBP will confirm payment with the winner on receipt of AYC's event report.
- 2.1.9. AYC shall market and promote Austin Fast Start events to attract audiences and recruit businesses from the targeted industries to be pitch Contestants.
  - 2.1.9.1. Target attendance for each event shall be an audience of at least fifty, which AYC shall document with a sign-in sheet at each event to confirm attendance and submit to SBP.
  - 2.1.9.2. AYC shall be responsible for all communications, RSVPs, etc. with audience attendees.
  - 2.1.9.3. Marketing efforts shall be designed to attract a diverse audience and diverse Contestants. AYC shall submit a one-page summary of media outlets showing distribution of marketing per event.
  - 2.1.9.4. SBP will also promote Austin Fast Start through its ongoing marketing efforts.
  - 2.1.9.5. All advertisements and promotional materials shall include the SBP logo and phrase "Austin Fast Pitch is a partnership between the City of Austin's Small Business Program and the Austin Young Chamber of Commerce," unless the item is too small to allow the phrase or logo to be printed legibly.
- 2.1.10. AYC shall build a contact list of registrants, attendees (online RSVPs plus walk-in attendees) and Contestants for each Austin Fast Pitch event and deliver to SBP in an Excel spreadsheet. The contact list shall include the following required information for attendees and Contestants: Name, Business Name (if applicable), mailing address, and email address.
- 2.1.11. AYC may seek in-kind contributions from sponsors to be awarded to Austin Fast Pitch winners, in addition to the prize money, and/or to supplement event-related expenses. Entities that sell, distribute, promote, and/or advertise alcohol, tobacco, and adult-oriented companies, products, or organizations in any manner are strictly prohibited from becoming sponsors.

## **2.2 [Re]Verse Pitch Competition –**

- 2.2.1. Background – The [Re]Verse Pitch Competition is a social innovation program, managed by the City of Austin, that helps turn valuable raw materials that are currently leaving local businesses, non-profits, and institutions as waste into the raw materials for new or expanding social enterprises. A social enterprise is an organization that applies commercial strategies to maximize improvements in financial, social and environmental well-being.

[Re]Verse Pitch supports Strategic Direction 2023's Economic Opportunity and Affordability strategic outcome and Health and Environment strategic outcome by strengthening the small business sector and creating a sustainable environment. The specific strategies and metrics supported are:



Strategies:

- Invest in a variety of energy, water and air quality programs and initiatives that emphasize conservation and environmental protection, and are aligned with our long term environmental policy goals (e.g. Austin Community Climate Plan, Zero Waste Master Plan).
- Assess outcomes of our programs that support entrepreneurship and designated small, minority-owned, women-owned and disadvantaged businesses and optimize for participant success.

Metrics:

- Number of tons and percentage of collected residential materials diverted from landfill
- Community carbon footprint (number of metric tons of carbon dioxide emissions)
- City of Austin carbon footprint (number of metric tons of carbon dioxide emissions from our government activity)
- Number of small businesses per capita
- Number of small businesses supported by City of Austin programs

2.2.2. [Re]Verse Pitch has five types of participants:

- 2.2.2.1. Suppliers – Businesses, non-profits, or institutions that produce a waste product, and who are seeking a local end market business partner that can reuse or recycle the waste product. (Example: In an earlier competition, a seafood restaurant sought a local partner that could reuse the large volume of oyster shells it produced.)
- 2.2.2.2. Contestants – An individual, team, or business that creates a concept, process and business model for the marketable reuse of a Supplier's waste products. Contestants may form teams with more than one individual and submit as Contestant teams. Hereafter, "Contestant" refers to both individual Contestants and Contestant teams. The Contestants will work with Mentors and Technical Advisors to develop repurposing business ideas and compete for Innovation Prizes to help start the new venture. Innovation Prize winners will use their prize funding to start and/or grow the business pitched in the competition in the City limits of Austin.
- 2.2.2.3. Mentors – Mentors shall be entrepreneurs, business owners, or seasoned business executives that are willing to volunteer up to seven hours of time to mentor a Contestant over the course of the competition. Mentors will advise the Contestants on the financial and commercial aspects of the reuse project.
- 2.2.2.4. Technical Advisers – Individuals with specific expertise who advise Contestants on that topic. Technical Advisers will be available to answer Contestants' questions on their subject matter as needed during the competition. (Example: In earlier competitions, Technical Advisers with experience in sustainability, marketing, e-commerce, materials science, and logistics were available to assist Contestants.)
- 2.2.2.5. Judges – Lenders, angel investors, venture capitalists, accelerator or incubator directors, or other equivalent private sector entrepreneurial leaders that will evaluate the viability of a reuse business idea and entrepreneur team. Judges shall evaluate each Finalist Contestant's pitch and select the winner(s) based on pre-established criteria.

2.2.3 The [Re]Verse Pitch process takes approximately twenty weeks and involves the following stages:

- 2.2.3.1 Recruiting of Suppliers, Contestants, Mentors, Technical Advisers and Judges.
- 2.2.3.2 Development of Contestants' mentor-request forms, Finalist Applications, as well as the establishment of criteria and processes for selecting Finalists and the winner(s), which must be approved by the City Contract Manager before finalization.

- 2.2.3.3 An Opening Pitch event at which Suppliers describe their waste product and need to an audience of potential Contestants.
- 2.2.3.4 Contestants then have one week to request to be matched with a Mentor. AYC shall provide each Contestant with a mentorship guidebook, email introductions to their mentor, and a Finalist Application, which they complete to inform the Judges about their proposed reuse project. The mentorship guidebook has been developed by the City, and the City will provide it to AYC for distribution to Contestants.
- 2.2.3.5 Contestants develop their project and pitch, consulting their Mentors and Technical Advisers as needed.
- 2.2.3.6 Contestants submit their Finalist Application for review and selection. This step is referred to as the Finalist round.
- 2.2.3.7 Finalist Applications are reviewed by the Judges, and they select the Finalists, who are then announced by the City and AYC.
- 2.2.3.8 Finalists are given an opportunity to attend a Pitch Practice session.
- 2.2.3.9 A Final Pitch is held with the Finalists, Judges and an audience. The winner(s) is/are selected by the Judges using a selection criteria developed by AYC and approved in writing by the City Contract Manager. The audience may select People's Choice honorable mention recipient(s).
- 2.2.3.10 The first half of the winner(s)' prize funding is made available once the winner signs a prize winner agreement with the City, which will be developed by the City. The winner must then raise matching funds and/or meet certain performance measures in order to receive the remaining prize money. The City will oversee compliance with all cash prize requirements and the disbursement of prize funds. AYC shall oversee disbursement of any in-kind sponsor-provided prizes.

2.2.4 An approximate timeline for [Re]Verse Pitch is as follows:

Event/Activity	Prep Weeks			Event Weeks			
	Pre-Work	1 - 7	8 - 9	10 - 16	17 - 18	19	20
City recruits Suppliers	←→						
AYC markets [Re]Verse Pitch to recruit Contestants, other Participants, and an audience		←→					
AYC-City collaborate to develop forms and criteria		←→					
Criteria, processes and documents completed			◆				
AYC submits list of suggested judges			◆				
AYC recruits mentors, technical advisers, and judges		←→					
Opening Pitch Event							◆





- 2.2.6.3.5. Ensuring any leftover refreshments be handled according to the United States Environmental Protection Agency ("EPA") Food Waste Hierarchy (See <https://www.epa.gov/sustainable-management-food/food-recovery-hierarchy>). Leftovers should only be composted as a last resort;
  - 2.2.6.3.6. Ensuring that all disposable items used on site be compostable or recyclable. No Styrofoam or extruded foam products are allowed;
  - 2.2.6.3.7. Ensure that recycling and composting containers, and the associated collection services, are provided to attendees at all venue(s) and events. Each venue must have recycling services, but composting may not be present. If venue does not offer compost collection service, AYC must develop an alternative collection method to divert organic material from the landfill at AYC's expense and handling;
  - 2.2.6.3.8. Ensure that the interior compost receptacles are green and interior recycling containers are blue or have blue signage, and ensure that signs with images of accepted materials are posted by or on containers throughout rented, designated area of venue; and
  - 2.2.6.3.9. Ensure that the interior landfill receptacles are grey or black or have grey or black signage, are clearly labeled, and are always adjacent to recycling and compost containers.
- 2.2.6.4. Competition events shall be scheduled at a time to maximize attendance, subject to City approval.
- 2.2.6.5. Events shall not be scheduled during holidays or competing with other major events in the city, such as SXSW.
- 2.2.7. AYC shall recruit the following [Re]Verse Pitch participants:
- 2.2.7.1. Note: the City will recruit Suppliers; AYC shall only be responsible for communicating with and coordinating Suppliers' appearance at the Opening Pitch event.
- 2.2.7.2. AYC shall recruit Contestants.
- 2.2.7.2.1. AYC shall have a minimum recruitment goal of twenty Contestants participating in the competition, measured by the number of Contestants who complete a Mentor request by the Competition's deadline (approximately one week after the Opening Pitch). Please see section 2.2.2.2 for the definition of Contestants. This goal refers to Contestants recruited, not individuals (Example: If one team of four people is recruited, AYC would need to recruit nineteen more Contestants to meet the goal.
  - 2.2.7.2.2. Contestants must attend the Opening Pitch event to be eligible to compete. For teams, one team member may attend to represent the Contestant.
  - 2.2.7.2.3. AYC shall communicate with Contestants regarding [Re]Verse Pitch requirements, deadlines, the teams' status, event details, and any other relevant information. AYC shall provide a copy of the City's prize winner agreement to all Contestants no later than a week after the Opening Pitch, and confirm with all selected Finalists, in writing, that they have read and understood its contents prior to the Final Pitch.
  - 2.2.7.2.4. The City may host additional educational events for Contestants. AYC shall communicate with Contestants about these events and include them

in any relevant calendars or event timelines. AYC shall not be responsible for planning or executing these additional educational events.

- 2.2.7.2.5. AYC shall host a Pitch Practice session for each Finalist, approximately 1 week prior to the Final Pitch in front of pitch experts and/or mock judges to help the Finalists practice their pitches and receive constructive feedback for improvement.

2.2.7.3. AYC shall recruit a minimum of five Judges for the Final Pitch event.

- 2.2.7.3.1. AYC shall submit a list of the suggested Judges and their bios to the City for approval at least twenty calendar days prior to the Opening Pitch event.
- 2.2.7.3.2. Judges shall not have any conflicts of interest with Contestants. If a Contestant with whom a Judge has a business, financial, or other relationship enters the Competition, the Judge should recuse him or herself. AYC shall communicate this requirement to Judges in writing.
- 2.2.7.3.3. AYC shall communicate with Judges regarding their responsibilities for scoring finalist entries.

2.2.7.4. AYC shall recruit Mentors.

- 2.2.7.4.1. AYC must ensure that one volunteer Mentor is available for each Contestant.
- 2.2.7.4.2. AYC shall match a mentor to each Contestant that submits a request by the deadline and introduce mentors to their assigned Contestant via email in within two (2) business days of mentor match. AYC shall provide Mentors with a mentorship guidebook. The mentorship guidebook has been developed by the City and will be provided to AYC for distribution to Mentors.
- 2.2.7.4.3. AYC shall communicate with Mentors regarding their responsibilities to and limitations with the Contestants.
- 2.2.7.4.4. AYC shall communicate with Contestants about the responsibilities of Mentors, and identify an alternative Mentor for a Contestant as soon as possible if the Contestant reports that a Mentor is not fulfilling their responsibilities (i.e. not being available to meet or provide feedback).

2.2.7.5. AYC shall recruit Technical Advisors, as needed.

- 2.2.7.5.1. AYC shall communicate with Technical Advisors regarding their responsibilities to and limitations with the Contestants.

2.2.7.6. AYC shall recruit, coordinate, and communicate with any additional volunteers, as needed to support [Re]Verse Pitch.

2.2.8 AYC shall coordinate with Judges to select Contestants who shall compete as Finalists in the Final Pitch event.



- 2.2.8.1 Judges shall review the Finalist Applications and select Finalists based on criteria developed in conjunction with and approved in writing by the City Contract Manager.
- 2.2.8.2 At the Final Pitch event, Finalists shall deliver a five to seven minute presentation, which may include a demonstration of the product, to "sell" the judging panel on why their business idea best meets the selection criteria described above. Each Finalist presentation shall be followed by at least four minutes for questions from the Judges.
- 2.2.8.3 To ensure equitable competition, the method for capturing and documenting the audience's and Judge's scoring system shall be discussed and chosen in at least fifteen business days in advance of the Final Pitch event by mutual agreement between the City and AYC and approved in writing by the City Contract Manager.
- 2.2.8.4 The winner (s), as determined by the Judges, shall receive a cash prize, to be paid directly to the winner(s) by the City, subject to a prize winner agreement. The City plans to award at least one \$10,000 cash prize. If funds are available from the City, the City will award a second cash prize.
- 2.2.8.5 AYC shall seek in-kind contributions from sponsors to be awarded to [Re]Verse Pitch winners, in addition to the prize money, and/or to supplement event-related expenses. Entities that sell, distribute, promote, and/or advertise alcohol, tobacco, and adult-oriented companies, products, or organizations in any manner are strictly prohibited from becoming sponsors. All funds received must be used for [Re]Verse Pitch efforts only.
- 2.2.9. AYC shall market and promote [Re]Verse Pitch public events to attract audiences.
  - 2.2.9.1. Target attendance for the Opening Event shall be an audience of at least one hundred and for the Final Pitch shall be an audience of at least seventy.
  - 2.2.9.2. AYC shall be responsible for all communications, RSVPs, etc. with audience attendees.
  - 2.2.9.3. Marketing efforts shall be designed to attract a diverse audience and diverse participants in terms of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, or other dimensions in all four roles (Mentors, Technical Advisors, Judges, Contestants) that AYC is responsible for recruiting.
  - 2.2.9.4. The logo developed for [Re]Verse Pitch Competition by the City will be used in AYC's marketing efforts. This logo will be provided by the City to AYC within thirty business days of contract execution.
  - 2.2.9.5. The City will promote the [Re]Verse Pitch Competition through its ongoing marketing efforts.
  - 2.2.9.6. The City will provide AYC with administrative access to the [reversepitch.org](http://reversepitch.org) website for event information, marketing, and registration information. The City will continue to own and be responsible for the website and domain fees for <http://reversepitch.org>. This access shall be used solely for the purposes of the Competition and may not be used or sold by AYC for any other purposes, business or otherwise.
  - 2.2.9.7. The City will provide AYC with a contact list of promotional partners, sponsors, mentors, technical advisors, judges, and other interested entities from the prior [Re]Verse Pitch Competitions. Any contact information provided to AYC by the City is to be used solely for the purposes of the Competition and may not be used or sold by AYC for any other purposes, business or otherwise.

- 2.2.9.8. The City retains all rights to the [Re]verse Pitch name, logo, website, and any other content related to this event and provides permission to use these assets only for the promotion of this competition, subject to City approval. The use of the City seal and any other City logos shall only be used with City approval and only on materials directly advertising the Competition.
- 2.2.9.9. All advertisements and promotional materials shall include the phrase "the [Re]Verse Pitch Competition is a partnership between the City of Austin, the Austin Young Chamber of Commerce [and other project partners listed here]," or their logos, with the addition of project partners if they arise. If item is too small to allow the phrase or logos to be printed legibly, AYC shall propose an alternative method of recognizing the project partners to be approved by the City in writing.
- 2.2.10. AYC shall track attendance at all [Re]Verse Pitch events and require attendees to sign in.
- AYC shall build a contact list of attendees, registrants (individuals who RSVP but do not attend), and Contestants for each [Re]Verse Pitch event and deliver the list to the City Contract Manager in a Microsoft Excel spreadsheet, as requested, or no later than thirty (30) days post event.
- 2.2.10.1. The contact list shall include each attendees' and Contestants' name, business name, and email address.
- 2.2.11. The City will provide information, feedback, and guidance on AYC's responsibilities based on the City's experience with the [Re]Verse Pitch Competition to the best of its ability on an as-needed basis.
- 2.2.11.1. Unless otherwise instructed by the City, AYC shall respond within two (2) business days of City request for contact, notification, response, etc.

### SECTION 3. COMPENSATION.

- 3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$50,000.00 for all fees and expenses as follows:

3 Austin Fast Start Pitch events

Prize money	\$7,500.00
Event coordination	<u>\$22,500.00</u>
Sub Total	\$30,000.00

1 [Re]Verse Pitch Competition

Marketing	\$3,000.00
Recruiting Bonus*	\$2,000.00-4,000.00
Event coordination	<u>\$13,000.00</u>
Sub Total	\$20,000.00

**Total Contract**                      **\$50,000.00**

\*\$2,000 to be paid to AYC if a stretch goal of receiving twenty Finalist Applications is met or exceeded. For each application beyond twenty, AYC shall be paid an additional \$100 up to a maximum Recruiting Bonus of \$4,000.

\*To receive the recruiting bonus, AYC must provide copies of the approved applications to Contract Manager with invoice as supporting documentation.

### 3.2 Payment schedule

#### 3.2.1 Austin Fast Start –SBP shall pay AYC as follows:

##### Payment 1, on submittal of judges' names and bios for Event 1:

Event Coordination, Event 1	\$5,000
Prize, Event 1	<u>\$2,500</u>
Total	\$7,500

##### Payment 2, on completion of Event 1:

Event Coordination, Event 1	\$2,500
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##### Payment 3, on submittal of judges' names and bios for Event 2:

Event Coordination, Event 2	\$5,000
Prize, Event 2	<u>\$2,500</u>
Total	\$7,500

##### Payment 4, on completion of Event 2:

Event Coordination, Event 2	\$2,500
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##### Payment 5, on submittal of judges' names and bios for Event 3:

Event Coordination, Event 3	\$5,000
Prize, Event 3	<u>\$2,500</u>
Total	\$7,500

##### Payment 6, on completion of Event 3:

Event Coordination, Event 3	<u>\$2,500</u>
Total	\$2,500

#### 3.2.2 [Re]Verse Pitch – ARR will pay AYC as follows:

##### Payment 1, on completion of approved "criteria and process" documents:

Event Coordination	<u>\$2,000</u>
Total	\$2,000

##### Payment 2, on completion of approved Mentor, Technical Advisor, and Judge Recruitment

Event Coordination	<u>\$2,500</u>
Total	\$2,500

##### Payment 3, on completion of Opening Pitch:

Event Coordination	\$3,000
Marketing, Event 1	<u>\$1,500</u>
Total	\$4,500

##### Payment 4, on completion of Recruiting Bonus\*:

Recruiting Bonus	<u>\$2,000-4,000</u>
Total	\$2,000-4,000

##### Payment 5, on completion of Final Pitch:

Event Coordination	\$5,500
Marketing, Event 2	<u>\$1,500</u>
Total	\$7,000



\*\$2,000 to be paid to AYC if a stretch goal of receiving twenty Finalist Applications is met or exceeded. For each application beyond twenty, AYC shall be paid an additional \$100, up to a maximum Recruiting Bonus of \$4,000.

### 3.3 **Reporting and Invoicing**

3.3.1 AYC shall invoice the City according to the payment schedules outlines in Sections 3.2.1 and 3.2.2 above.

3.3.2 AYC shall invoice SBP for Austin Fast Pitch and ARR for [Re]Verse Pitch activities separately. Invoices shall be submitted by email to:

3.3.2.1 Austin Fast Pitch: Blake Smith, [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)  
Veronica Samo, [veronica.samo@austintexas.gov](mailto:veronica.samo@austintexas.gov)

3.3.2.2 [Re]Verse Pitch: [ARR.AP@austintexas.gov](mailto:ARR.AP@austintexas.gov)  
[Gena McKinley, gena.mckinley@austintexas.gov](mailto:Gena.McKinley@austintexas.gov)  
Circular Economy Program Inbox,  
[circulareconomy@austintexas.gov](mailto:circulareconomy@austintexas.gov)  
Blake Smith, [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)

3.3.2.3 Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

- A unique invoice number;
- Invoice Date
- The City-provided purchase order or delivery order number and
- City contract number, if applicable;
- Department's Name (Austin Resource Recovery or ARR)
- The name of the Contract Manager;
- The Contractor's name; and
- If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.

3.3.3 Invoices for Austin Fast Start events shall be supported by the following documentation:

3.3.3.1 The contact list of event attendees and Contestants for the event being invoiced.

3.3.3.2 Copies of contestant applications for each event and any documentation supporting the selection process.

3.3.3.3 Examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote event attendance.

3.3.3.4 A list of in-kind support from sponsors.

3.3.4 Invoices for [Re]Verse Pitch events shall be supported by the following documentation:

3.3.4.1 Payment 1-Criteria & Process: Contestant selection criteria, Finalist and Winner selection criteria, Finalist Application, application and selection process description, and documents necessary to deliver [Re]Verse Pitch, approved in writing by the City Contract Manager.

- 3.3.4.2 Payment 2-Mentor, technical Advisor, and Judge Recruitment: Proof of completion of recruitment of Mentors, Technical Advisors, and Judges for the Competition, to include their qualifications and written approval from the City Contract Manager.
- 3.3.4.3 Payment 3-Opening Pitch: The contact list of event attendees, registrants and Contestants for the Opening Pitch, examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote diverse event attendance and participation, and a list of in-kind support from sponsors,
- 3.3.4.4 Payment 4-Recruiting Bonus: Copies of at least twenty (20) Finalist Application submissions that were submitted by the Competition's deadline by at least twenty (20) Contestants, as defined in Section 2.2.2.2.
- 3.3.4.5 Payment 5-Final Pitch: The contact list of event attendees, registrants and Finalists at the Final Pitch, examples and a summary of outlets (advertisements, emails, social media posts, etc.) used to promote diverse event (as defined in Section 2.2.9.3) attendance & participation, a list of in-kind support from sponsors, a brief written narrative describing the Pitch Practice sessions held, copies of Judges scoring sheets, and copies of all Finalist Applications. (to get \$1500)
- 3.3.5 The City shall pay all proper invoices within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. If the City does not timely pay, interest shall accrue on the unpaid balance at the rate specified in Texas Government Code §2251.025. However, if the City does not timely pay for a reason for which the City may properly withhold payments under law or the terms of this Contract, then interest shall not accrue until 10 calendar days after the parties have resolved the grounds for withholding payment.
- 3.3.6 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
- 3.3.7 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:
  - 3.3.7.1 delivery of defective or non-conforming deliverables by the Contractor, incomplete or non-conforming reports or an invalid invoice;
  - 3.3.7.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - 3.3.7.3 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - 3.3.7.4 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - 3.3.7.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation;
  - 3.3.7.6 or failure of the Contractor to comply with any material provision of the Contract Documents
- 3.3.8 The payment obligations of the City under this Contract are subject to Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.



- 3.4 **Non-Appropriation.** The Contractor acknowledges that the City has provided notice that the City's payment obligations to the Contractor are payable only from funds appropriated or available for the purpose of this Contract. If the City does not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, the Contract is void. The City shall provide the Contractor with 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 City to pay its obligations under the Contract.
- 3.5 **Final Payment and Close-Out.** The making and acceptance of final payment will constitute: 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 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### **SECTION 4. TERM AND TERMINATION.**

- 4.1 **Term of Contract.** This Contract shall be effective on execution for a term of twelve months. The Contract may be extended for two additional twelve-month extension option terms by mutual written agreement of the Parties.
- 4.2 **Right to Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph in this Contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 4.4 **Termination for Cause.** In the event of a default by the Contractor, the City will have the right to terminate the Contract for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of the notice, unless the Contractor, within this 10 day period, cures the default, or provides evidence sufficient to prove to the City's reasonable satisfaction that the default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City will 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. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three years and any Offer submitted by the Contractor may be disqualified for up to three years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination without Cause.** The City will have the right to terminate the Contract, in whole or in part, without cause any time with 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 the exceptions, if any, specified in the notice of termination. The City will pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES.**

### **5.1 General Insurance Requirements.**

- 5.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated in this Contract for the duration of the Contract and during any warranty period.
- 5.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City.
- 5.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City will not relieve or decrease the liability of the Contractor under this Contract and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 5.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation / contract number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Economic Development Department  
Attn: Blake Smith  
P. O. Box 1088  
Austin, Texas 78767

- 5.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.9 If insurance policies are not written for amounts specified in Section 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.10 The City will be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 5.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based



- upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 5.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.14 The Contractor shall endeavor to provide the City 30 calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 5.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- 5.2.1 **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 Injuries). The policy shall contain the following provisions and endorsements:
- Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - Independent Contractor's Coverage.
  - Products/Completed Operations Liability for the duration of the warranty period.
  - Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
  - 30 calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
  - The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- 5.2.2 **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.
- 5.2.3 **Certificate:** The following statement must be shown on the Certificate of Insurance: "The City of Austin is an Additional Insured on the general liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability policies."
- 5.3 **Equal Opportunity.**
- 5.3.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in chapter 5-4 of the City Code.
- 5.3.2 **Americans with Disabilities Act (ADA) Compliance:** The Contractor shall comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.
- 5.4 **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. Failure of the City to require performance by the Contractor does not affect the right of the City to require performance in the future. No delay, failure, or waiver of the City's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by the City of any breach of any term of the Contract will not be construed as a waiver of any continuing or successive breach.

5.5 **Delays.**

5.5.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under Section 8.20, Dispute Resolution. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) flood, fire, earthquake, hurricane, tornado, or other 'acts of God;' (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) national or regional emergency; (d) other similar events beyond the control of the Party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice, by email or telephone, confirmed promptly in writing, within five business days of the Force Majeure Event to the other party, stating how long the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days, the other party may terminate this Contract upon 15 days' written notice.

5.6 **Rights to 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. The City shall comply with the requirements of the Public Information Act, Chapter 552, Texas Government Code, when information related to this Contract is requested by a third party.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified, and the Contractor shall have previously obtained the authorization from the owner to use it for this Contract.



## **SECTION 6. WARRANTIES.**

- 6.1 **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.

## **SECTION 7. MISCELLANEOUS**

### **7.1 Subcontractors.**

- 7.1.1 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:

7.1.1.1 Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.1.1.2 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;

7.1.1.3 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;

7.1.1.4 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

7.1.1.5 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

- 7.1.2 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.

- 7.1.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 days after receipt of payment from the City.

### **7.2 Workforce.**

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

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

7.2.2.1 Illegally use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

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

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

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

7.4 **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 Disposal of major assets;

7.4.2 Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 Any significant termination or addition of provider contracts;

7.4.4 The Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 Strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 Known or anticipated sale, merger, or acquisition;

7.4.8 Known, planned or anticipated stock sales;

7.4.9 Any litigation filed by a member against the Contractor; or

7.4.10 Significant change in market share or product focus.

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City will 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 years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.



7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

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

7.7 **Each Party To Assume Liability for Wrongdoing of its Employees and Agents.** The parties to this Contract are a local government unit of the State of Texas and a qualified charitable non-profit association. Each party recognizes the unique liabilities, immunities and defenses related to its actions to execute this Contract. Each party shall be liable for the negligent acts or other wrongdoing of its employees, subcontractors and agents and shall assume the expense of any defense or costs.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten calendar days after receipt of notice by the Contractor. Such notice to the City will state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

To the City:

City of Austin, Small Business Program  
ATTN: Blake Smith  
P O Box 1088

Austin, TX 78767  
blake.smith@austintexas.gov

To the Contractor:

Austin Young Chamber of Commerce  
ATTN: Alyssia Palacios-Woods  
3575 Far West Blvd., #30226

Austin, TX, 78731  
allyssia@austinyoungchamber.org

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and

shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City 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 will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.14 **Prohibition against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.16 **Assignment-Delegation.** The Contract shall be binding upon and inure 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; the intention of the parties is that there be no third party beneficiaries.
- 7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor



or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only 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.

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

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 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 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 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 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 30 calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

7.21 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required**

**to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Jurisdiction and Venue.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Texas sitting in Travis County, Texas, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Texas sitting in Travis County, Texas. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

This Contract and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

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

7.24 **Holidays:** The following holidays are observed by the City:

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



Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

7.27 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, and Section 0300, Standard Purchasing Terms and Conditions, and Section 0400, Supplemental Terms and Conditions, are hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: [https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

## 7.28 **Indemnity**

7.28.1 In this section, the following terms have the meanings assigned below:

7.28.1.1 "Indemnified party" is the city and the city's officers, elected and appointed officials, employees, agents, representatives, successors and assigns.

7.28.1.2 "Indemnifying party" is the contractor, its officers, agents, employees, subcontractors, successors or assigns.

7.28.2 The indemnifying party shall indemnify, hold harmless, and defend the indemnified party against any and all losses, damages, liabilities, deficiencies, claims, causes of action, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including professional fees and attorneys' fees, that are incurred by the indemnified parties arising out of any direct or third party claim of:

7.28.2.1 Breach or non-fulfillment of any provision of this contract by the indemnifying party;

7.28.2.2 Any negligent or more culpable act or omission of the indemnifying party, including any reckless or willful misconduct, related to the performance of its obligations under this contract;

7.28.2.3 Any bodily injury, death of any person, or damage to real or personal property caused by the negligent or more culpable acts or omissions of indemnifying party, including any reckless or willful misconduct; or

7.28.2.4 Any failure of the indemnifying party to comply with any applicable federal, state, or local laws, regulations, or codes related to the performance of its obligations under this contract.

**7.28.3 The indemnifying party's obligations under this section are not excused in the event a claim is caused in part by the alleged negligence or more culpable acts or omissions of the indemnified party, including any reckless or willful misconduct.**

7.28.4 The indemnified party shall give the indemnifying party written notice (a "claim notice") of any claim received related to this contract. The indemnifying party's duty to defend applies immediately. The indemnified party's failure to provide a claim notice to the indemnifying party does not relieve the indemnifying party of its duty to indemnify, hold harmless and defend the indemnified party.

7.28.5 The indemnified party may select its own legal counsel to represent its interests. the indemnifying party shall:

7.28.5.1 Reimburse the indemnified party for its costs and attorney's fees immediately upon request, as they are incurred, and

7.28.5.2 Remain responsible to the indemnified party for any losses indemnified under this section.

7.28.6 The indemnifying party shall give prompt, written notice to the indemnified party of any proposed settlement of a claim that is indemnifiable under this section. The indemnifying party may not, without the indemnified party's prior, written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought under this section.

**7.29 Required Anti-Boycott Israel Provision.**

7.29.1 Pursuant to §2270.002, Texas Government Code, the City is prohibited from entering a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.29.1.1 "Boycotting Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

7.29.1.2 A "company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

7.29.2 Pursuant to this statutory requirement, the Contractor provides this written verification that, if the Contractor is a company as defined above, it does not boycott Israel and will not boycott Israel for the term of this Contract.

**7.29.3 The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.**

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

**AUSTIN YOUNG CHAMBER OF COMMERCE**

By: Alyssia Woods  
Signature

Name: Alyssia Woods  
Printed Name

Title: CEO

Date: 8/27/19

**CITY OF AUSTIN**

By: [Signature]  
Signature

Name: Veronica Briseño  
Printed Name

Title: Director

Date: 8-30-19

**APPROVED AS TO FORM**

By: [Signature]  
Signature

Name: Ron Pigott  
Printed Name

Title: Assistant City Attorney

Date: August 28, 2019

**List of Exhibits**

Exhibit A	Non Discrimination Certification
Exhibit B.1	Judges Selection Process
Exhibit B.2	Finalist Selection Process
Exhibit B.3	Winner Selection Process
Exhibit C	Sample Contestant Application



**Exhibit A**  
**City of Austin, Texas**  
**Human Rights Commission**  
**NON-DISCRIMINATION CERTIFICATION**

I hereby certify that our firm conforms to the City Code, Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, 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 the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is 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 not engage in any discriminatory employment practice as defined in this chapter.

Dated this 27 day of August, 2019

Company's Name Austin Young Chamber

Signature Alyssia Woods Printed Name Alyssia Woods

Title CEO

**Exhibit C: Austin Fast Start Sample Contestant Application**

**Austin Fast Start - Fashion Application**

**BACKGROUND**

The Austin Fast Start is a partnership between the City of Austin's Economic Development Department and the Austin Young Chamber with support from 3 Day Startup.

Austin Fast Start is a reoccurring pitch competition focused on various economic development priorities: FinTech (December 2018/January 2019), Fashion (June 2019), and Mobility Innovation (September 2019).

**QUALIFICATIONS**

This cycle's applications are open to Austin based startups whose work fits the scope of Fashion. Startups must: (1) be located within Austin city limits, (2) should be in the pre-seed/early revenue stage, and (3) be less than two years old.

**ABOUT FASHION**

Fashion is broadly defined to include apparel, accessories, or a service or store in the fashion industry.

**DEADLINE**

**\*DEADLINE EXTENDED\*** Applications for Fashion will now close at 11:59pm on Friday, May 24, 2019.

**SCORING**

All applications will be scored by judges from across the community with diverse backgrounds and skills related to startups, business, investments, and fashion. The top four scored applications will be selected as Finalists and invited to participate on pitch day June 25, 2019 from 5:30 - 7:00pm at Google.

**PITCH DAY**

The four Finalists will pitch their business to the audience at the Austin Fast Start event on June 25 from 5:30-7:00pm at Google.

**PRESENTATION**

Each Finalist will have five minutes to pitch the audience on the value of their product or service by either presenting a slide show presentation or giving a live demonstration of the product. Five to eight minutes of questions and answers from the judges and audience will follow.

**WINNER**

The winner of the Austin Fast Start will be chosen by a combination of judges scores and audience vote.

**PRIZE**

Winners will receive an on the spot cash prize of \$2,500 plus \$5,000+ in additional in-kind prizes including:

- One Year Elite Membership to the Austin Young Chamber
- Three months free rent at Capital Factory
- Global Conference Roundup Ticket from 3 Day Startup
- LLC Formation from The Haney Law Firm
- Business Coaching Session from the Economic Growth Business Incubator
- Three-series business classes from the City of Austin Small Business Program.

**\*PLEASE NOTE\*:**

This application will need to be completed and submitted in one sitting. There is not an option to save and return to your application. To assist you in preparing your answers, you can find a link to all application questions here: <http://bit.ly/AustinFastStartFashion>



\* Required

**Business Contact Information**

**1. Company Name \***

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**2. Company Mailing Address \***

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**3. Owner Name \***

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**4. Owner Email \***

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**City of Austin, Texas**  
**Section 0805**  
**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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Austin Young Chamber

Signature of Officer or  
Authorized  
Representative:

Alyssia Woods

Date: 8/27/19

Printed Name:

Alyssia Woods

Title

CEO

# ALYSSIA WOODS, CFRE

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Round Rock, TX | (512) 810-8005 | alyssia.marie@gmail.com

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## AREAS OF EXPERTISE

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- Fund Development and Management
- Strategic Planning
- Donor Relations
- Performance Quality Improvement
- Outcomes Measurement
- Advertising and Design
- Resource Development
- Volunteer Management
- Community Outreach

## CERTIFICATION & MEMBERSHIP

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Sept 2015      Certified Fund Raising Executive (CFRE), *active*

## PROFESSIONAL EXPERIENCE

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Oct 2017 - present      President & CEO, Austin Young Chamber of Commerce

- Constantly and consistently tell the Austin Young Chamber story to the greater Austin community
- Develop and execute a strategic plan
- Create valuable partnerships with other Austin organizations and determine ways the Austin Young Chamber can make a significant impact on the community
- Lead the AYC Foundation and its efforts as the philanthropic arm of the Austin Young Chamber
- Direct economic development initiatives, including workforce development and training and mentor programs
- Develop and implement a successful, diverse fundraising strategy with the Development Director that emphasizes support and value from corporate sponsors, private donors, and government entities
- Manage and direct large scale programmatic and operational fundraising
- Drive sponsorships through meeting and developing new sponsors, and retaining current sponsor relationships
- Advise and coach board members on their individual fundraising and development goals, as needed
- Work with staff, finance committee, and the board in preparing a budget and ensure that the organization operates within budgetary guidelines
- Work with an outside accountant/bookkeeper and the Board treasurer to oversee the finances of the organization
- Manage payroll and employee benefits and other HR related issues
- Maintain relationships with board members and with committee chairs and co-chairs

- Under the direction of the Board of Directors, recruit, retain, and manage staff and volunteers
- Work with the Marketing Committee to develop a plan for all future Austin Young Chamber marketing
- Create and implement ways to measure and communicate the impact Austin Young Chamber makes with young professionals and the Austin community
- Develop innovative ways to build the Austin Young Chamber brand

Oct 2010 –  
Oct 2017

Director of Development, *Annunciation Maternity Home (non-profit)*

- As a member of the Strategic Plan Leadership Team, developed multiple iterations of a five-year strategic plan with actionable goals for an expanding, nationally accredited organization.
- Author annual development plan with goals to promote increased giving across multiple fundraising strategies
- As a member of the Performance Quality Improvement Team, review program policies and procedures quarterly, develop strategies for improvement, and implement changes for best-practice
- Work with leadership to develop program measurements; Manage tracking of service delivery, analyze data, and generate quarterly and year-end outcomes reports
- Work with leadership to create annual income budget and budget projections; Adhere to budgeting restraints and devise strategies to meet budgeted income goals
- Report development metrics to Board of Directors monthly. Maintain relationships, request input, and follow-through with recommendations.
- Manage development team of staff and volunteers to meet annual and 5-year development plan goals
- Manage all fundraising operations, including grant writing, events, annual fund, major gifts, endowment, and planned giving
- Educate public about organization mission and needs through small and large speaking engagements and community involvement opportunities
- Ensure timely and ongoing stewardship and cultivation of all donors and volunteers
- Promote the organization's visibility through marketing and communication strategies, including management of website, social media, e-communications, print, community relations, advertising, media relations, and networking
- Manage constituent database to ensure accuracy and integrity of information
- Develop authentic, professional relationships within Williamson County and the Greater Austin Area to cultivate mutually beneficial program and funding collaborations

- Dec 2008 –  
Oct 2010
- Senior Graphic Designer, *Minuteman Press Georgetown*
- Assist in the hiring and review of design team
  - Manage comprehensive graphics workflow to ensure completion of multiple projects by deadlines
  - Front-face with clients to determine need and provide ongoing communication to achieve intended impact
  - Develop visual communication solutions to meet client goals, including logos, brochures, multi-page layouts, business cards, posters, etc.

## EDUCATION

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- May 2008      Master of Arts, *University of Texas at Austin*  
*Texas Creative Graduate*
- May 2005      Bachelor of Arts, *St. Edward's University, Austin*  
*Summa Cum Laude, NCAA Division II Women's Tennis - 4 Years*
- Current*      Certificate in Fundraising Management, *Indiana University*  
*50% Completed*

## COMPUTER SKILLS

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### Art Software Expertise

- Adobe Creative Suite (Illustrator, Photoshop, InDesign)

### Technical Expertise

- PC & MAC Proficient, Microsoft Office, HTML, CSS, CRMs, WordPress, Website Management, Social Media Platforms

## CURRENT VOLUNTEER SERVICE

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Faith Lutheran Preschool (non-profit)  
*Board of Directors, 2014 - 2018*

# Katherine Wheeler

(512) 293-9809 // [krandow@gmail.com](mailto:krandow@gmail.com)

## Education:

- Masters in Social Work, Non-Profit Management Certification, Washington University in St. Louis ('07)
- Bachelor of Arts in Psychology, Minor in Business Foundations, University of Texas at Austin ('04)

## Experience:

July 2014 – Present: Director of Development and Member Relations, Austin Young Chamber

- Identify, cultivate, solicit and steward corporate gifts to sustain 100+% growth in operating budget
- Effectively manage relationships and deliverables for corporate partners, leading to 90% retention
- Manage portfolio of 25-30 annual corporate sponsors and 75-100 event sponsors
- Build relationships with new and existing corporate event sponsors, generating 200% growth in gross revenue for all signature events
- Develop highly customized proposals for prospective corporate donors, secure visits with decision-makers
- Successfully close gifts to meet or exceed annual operating budget goals
- Pitch existing programs to prospective donors + create customized programming to meet goals
- Strengthen partnerships to increase value and ROI for corporate sponsors
- Ensure benefits are delivered in a timely manner to meet or exceed donor's expectations
- Work with team to lead fundraising strategy, including setting goals and tactical implementation
- Raise awareness and enhance brand through marketing and publicity efforts
- Coordinate development asks across seven committees
- Oversight of 500+ individual member relationships
- Communicate effectively with a variety of stakeholders: members, sponsors, board, community
- Document contacts, key initiatives and outreach through Salesforce CRM

January 2011 – July 2014: Development Manager, Center for Child Protection

- Departmental oversight including supervision of Events, Grants, Donor Database and Marketing Manager positions, collectively responsible for sustaining annual operating budget that increased by 40% from 2011 to 2014
- Enhanced corporate and individual donor relations through evidence-based cultivation and stewardship practices
- Assisted with creation of Corporate Pals program to attract and steward corporate donors
- Increased capacity for major giving through oversight of sustaining donor program consisting of 125+ corporate and individual donors
- Oversight of four signature events, funded primarily of corporate sponsorship, that annually exceeded goals in revenue generation, attendance
- Ensured that corporate sponsors for signature events were more likely to renew through careful construction of proposals and oversight of sponsor benefits and recognition
- Recruited new donors and volunteers through creation and oversight of "young professionals" group
- Increased capacity of Raiser's Edge through effective oversight of data entry and operating protocol

June 2008 – December 2010: Business Manager, Center for Child Protection

- Assisted with transitioning nearly 30 staff and programs/technology pertinent to law enforcement investigations from a 7,000 sq. ft. facility to a 40,000 sq. ft. facility



- Responsible for day-to-day operations including facility maintenance (HVAC, access control, lawn & irrigation, ordering supplies and equipment, and I/T), working with vendors and contractors, and accounting (A/P, A/R, payroll, monthly financials, and annual operating budget)
- Other duties as outlined below

June 2007 – May 2008: Development Associate, Center for Child Protection

- Management of corporate, foundation and government grants program, which raised more than \$1M annually and facilitated growth of staff and programs by 20% per year, including identification of funding priorities, copy writing and editing, budgets, metrics and evaluation criteria, contract compliance, reports, and managing all grantor relationships including stewardship and cultivation
- Responsible for generating resources, including funding and community awareness, through support of special events, third party events, capital campaign, endowment campaign, and direct mail

Community Involvement:

- Leadership Austin Emerge Program, Class of 2015
- Leadership Austin Committee Member: Finance, Development, Best Party Ever, Recruitment (2016 –17)
- University of Texas Club Ambassador (2016 –17)

melmartin114@gmail.com  
(219) 617-8179

# Melanie Martin

1781 Spyglass Dr., Apt. 279  
Austin, TX 78746

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**Education:** Purdue University, College of Technology

West Lafayette, IN

August 2009 – May 2014

**Major:** Bachelor of Science in Computer Graphics Technology (CGT), Web Design and Development

## Work Experience:

Austin Young Chamber

Austin, TX

January 2018 – present

### *Event and Marketing Coordinator*

- Identify venues, recruit volunteers, secure speakers and vendors.
- Develop and implement a communication strategy that maximizes engagement for members/attendees and ROI for sponsors.
- Manage all pre-, onsite, and post- program logistics including acquisition of all needed supplies, sponsor activation plans, set up/strike, registration, and liaising with vendors and volunteers.
- Track and evaluate event metrics including attendance and expenses.
- Develop and implement a marketing strategy that includes social media, email, and website

First Citizens Bank

Austin, TX

### *Operations Services Supervisor*

December 2016 – December 2017

- Managed two Sales and Service Representatives
- Maintained lead generation for entire branch
- Oversaw daily operations including compliance, security, teller transactions, customer service issues, and marketing

### *Sales and Service Representative, Back-up Operations Services Supervisor*

August 2015 – December 2016

- Assisted customers with service transactions, and account and product questions
- Generated sales referrals for new customers and from existing customers through execution of the branch's marketing and business development plan
- Organized and tracked lead generation for branch sales associates
- Assisted with general branch administrative activities

Austin Young Chamber

Austin, TX

September 2014 – December 2017

### *Administrative Assistant*

- Assist Executive Director and Director of Development with daily tasks
- Create event marketing materials - print and digital media
- Manage social media accounts and email marketing
- Update and manage website

Purdue University - College of Technology

West Lafayette, IN

May 2014 – August 2014

### *Co-Project Assistant for Professor Terry Burton*

- Archived 10-15 years of CGT 411 senior capstone projects into a database with metadata tags
- Created a web application for faculty, students, and alumni to access archived projects

## Community Involvement:

Young Texans Against Cancer - PowderPuff Game Participant, Marketing Committee Chair, Chili Cook-Off Committee Member



## City of Austin Purchasing Office

### Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: August 28, 2019

DEPT: Economic Development Department

TO: Purchasing Officer or Designee

FROM: Blake Smith

PURCHASING POC: Ricardo Zavala

PHONE: 974-7618

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

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: \_\_\_\_\_

## 2. Describe this procurement

- What it is for and why it is needed?
- Describe the following (as applicable):
  - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:**
    - Provide description of the event leading to the procurement and a business justification for this purchase.
    - What would be the impact to department operations and the community if this purchase was not made?
    - How and why this vendor was selected?
  - **For Professional, Personal, or Planning Service Exemptions:**
    - Why is the vendor the most qualified to provide the services?
    - Does this vendor have a history of working with the City? If so, was it on this particular service?
    - Will this procurement be component of a larger service or phases of service?
    - Is the vendor a City of Austin local vendor?
    - Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?
    - What qualifications, certifications, or specialized training does the vendor have?
    - What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?
    - What other vendors can provide these services and why are they not the best fit for the contract?
  - **For Other Exceptions from Chapter 252.022:**
    - Explain the circumstances of the procurement.
  - **Prices were determined to be reasonable based on the following (select all that apply):**
    - ☐ Prices are established under a current Cooperative contract.  
Notes: At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
    - ☒ Prices are the same or similar to current City contract.  
Notes: At a minimum, note the City of Austin contract number and title.
    - ☐ Prices are the same or similar to current contract with another government.  
Notes: At a minimum, note the contract number, title and government that created the contract.
    - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.  
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
    - ☐ Prices are established by law or regulation.  
Notes: At a minimum, note the legal or regulatory reference that established the prices.
    - ☐ Other means of determining Price Reasonableness.  
Notes: Describe any other source that was used to establish Price Reasonableness.

\* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.



**Why is the vendor the most qualified to provide the services?** Austin Young Chamber of Commerce (AYC) worked has unique insight and experience having worked with EDD's Small Business Program to develop Austin Fast Start, a series of business idea pitch competition events, during FY17-18. AYC developed and executed the program's processes for recruiting and selecting pitch contestants, recruiting and selecting pitch judges, and for selecting the pitch winners. AYC designed and implemented a marketing campaign that recruited excellent pitch contestants by connecting with startup business owners who can benefit from participating in a pitch contest. AYC also has excellent connections within the business community, who donated in-kind prizes and provided access to venues that have enhanced the events (e.g. the medical technology pitch was held at Dell Medical School). AYC also hosted three successful Austin Fast Start events through the FY18-19 contract. In addition to Austin Fast Start, the FY18-19 contract included developing and hosting ARR's annual [Re]Verse Pitch events, which had previously been managed 100% by City staff. AYC's assets and experience helped ensure the successful transition of [Re]Verse Pitch from total management by City staff to management by a contractor.

**Does this vendor have a history of working with the City? If so, was it on this particular service?** Yes. EDD's Small Business Program contracted with AYC during FY17-18 and FY18-19 to host a series of Austin Fast Start. The FY18-19 contract also included hosting 2 [Re]Verse Pitch events for Austin Resource Recovery, which are similar in concept to Austin Fast Start. These Austin Fast Pitch and [Re]Verse Pitch events have all been very successful, and this contract will continue this success for FY19-20 with two extension options.

**Will this procurement be component of a larger service or phases of service?** This procurement is not a component of a larger service or phase of service.

**Is the vendor a City of Austin local vendor?** Yes, AYC is a City of Austin local vendor.

**Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?** As a 501(c)(6) non-profit organization, AYC cannot be certified as an MBE/WBE or HUB.

**What qualifications, certifications, or specialized training does the vendor have?** AYC designed and implemented the Austin Fast Start events in 2018 and 2019, they are skilled at marketing using social media to attract younger business owners, and they can leverage relationships within the business community to add value to the Austin Fast Start and [Re]Verse Pitch events.

**What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?** Not securing this contract with AYC would delay implementation of the 2020 series of Austin Fast Start and [Re]Verse Pitch events to the point they could not be completed within the FY20 fiscal year. These programs are important to the development of new businesses, particularly businesses that support EDD's job creation goals and ARR's zero waste goals.

**What other vendors can provide these services and why are they not the best fit for the contract?** Event planning firms could theoretically provide the service, but AYC is the best fit for the contract based on: 1] Their position as a Chamber of Commerce for younger business owners and professionals; 2] Their relationships within the business community; 3] Their experience in developing and hosting the Austin Fast Start events during 2018 and 2019, and hosting [Re]Verse Pitch in 2019.

**Prices were determined to be reasonable based on the following:** The price of this contract is similar to a current City contract with AYCC, PA170000064, titled "Austin Fast Pitch quarterly events." (Note: the program's name was changed from Austin Fast Pitch to Austin Fast Start after the MA was set up.)



3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☒ Scope of Work or Statement of Work (if applicable)
  - ☒ Vendor's proposal/quote (if applicable)
  - ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
  - ☒ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
  - ☐ Other supporting documentation
4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:
- (Vendor Name): Austin Young Chamber of Commerce for
- (Description of Procurement): developing and hosting 2019-20 Austin Fast Start and [Re]Verse Pitch series of small business idea pitch events.
5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:
- ☐ This is a one-time request for
- ☒ This is a multi-term contract request for 1 base term in the amount of \$50,000.00 with 2 renewal options for \$50,000.00 each for a total contract amount of \$150,000.00.

Recommended  
Certification

Blake Smith 9/3/19  
Originator Date

Approved  
Certification

[Signature] 9/4/19  
Department Director or designee Date

\_\_\_\_\_  
Assistant City Manager / General Manager Date  
or designee (procurement requiring Council approval)

Purchasing Office  
Review

\_\_\_\_\_  
Authorized Purchasing Office Staff Date

Purchasing Office  
Management Review  
(If required due to signature authority level)

\_\_\_\_\_  
Purchasing Officer or designee Date