The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to [Cynthia.Gamez@austintexas.gov](mailto:Cynthia.Gamez@austintexas.gov%20) by 2 PM on April 14, 2017. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: [www.austintexas.gov/article/community-youth-development-request-applications](http://www.austintexas.gov/article/community-youth-development-request-applications)

* + 1. **INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have**, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

### General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

* + - * 1. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
        2. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
        3. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
        4. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
        5. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
        6. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
        7. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
        8. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
        9. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
        10. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).
        11. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

### Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor:

### Workers' Compensation and Employers' Liability Insurance

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Employers' Liability limits are

$100,000 bodily injury each accident

$100,000 bodily injury by disease

$500,000 policy limit

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:

Waiver of Subrogation (Form 420304)

Thirty (30) day Notice of Cancellation (Form 420601)

### Commercial General Liability Insurance

Minimum limits:

$500,000**\*** combined single limit per occurrence for coverage A and B.

\*Supplemental Insurance Requirement

If eldercare, childcare, or housing for clients is provided, the required limits shall be:

$1,000,000 per occurrence

The Policy shall contain or be endorsed as follows:

Blanket Contractual liability for this Contract

Products and Completed Operations

Independent Contractor Coverage

The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

Waiver of Subrogation (Form CG 2404)

Thirty (30) day Notice of Cancellation (Form CG 0205)

City of Austin named as additional insured (Form CG 2010)

If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

* The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

### Business Automobile Liability Insurance

Minimum limits:

$500,000 combined single limit per occurrence

If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.

The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

Waiver of Subrogation (Form CA 0444)

Thirty (30) day Notice of Cancellation (Form CA 0244)

City of Austin named as additional insured (Form CA 2048)

### Professional Liability Insurance

Coverage shall be provided with a minimum limit of $1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

### Blanket Crime Policy Insurance

A Blanket Crime Policy providing coverage for employee dishonesty shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

### Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

### Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

* + - * 1. **Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.
      1. **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.

### TERM OF CONTRACT:

1. The Contract shall be in effect for an initial term of 15 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re- solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
3. Upon written notice to the Contractor from the City’s Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
4. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

### RECYCLED PRODUCTS:

1. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
2. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency’s Recycled Product Procurement Guidelines. These guidelines are available at [**http://www.epa.gov/cpg/**](http://www.epa.gov/cpg/) **.**
   * 1. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
3. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
4. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
5. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
   1. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
   2. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City’s sole or joint ownership of any such Deliverables arising by virtue of the City’s sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor’s obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**Section 0605: Local Business Presence Identification**

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

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

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\* OFFEROR:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Local Firm |  | | | | | | |
| Physical Address |  | | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | | |
| In business at this location for past 5 yrs? | Yes | | | No | | | |
| Location Type: | Headquarters | Yes | No | | Branch | Yes | No |

**SUBCONTRACTOR(S):**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Local Firm |  | | | | | | |
| Physical Address |  | | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | | |
| In business at this location for past 5 yrs? | Yes | | | No | | | |
| Location Type: | Headquarters | Yes | No | | Branch | Yes | No |

**SUBCONTRACTOR(S):**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Local Firm |  | | | | | | |
| Physical Address |  | | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | | |
| In business at this location for past 5 yrs? | Yes | | | No | | | |
| Location Type: | Headquarters | Yes | No | | Branch | Yes | No |

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

Company Name

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

Is the Bidder that is making and submitting this Bid a “Resident Bidder” or a “non-resident Bidder”? Answer:

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

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

Answer:

Which State:

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

Answer: