



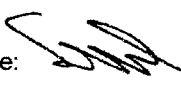
Amendment No. 7
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
dba East Side Yoga
and the
City of Austin

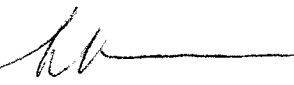
- 1.0 The City hereby exercises an administrative increase for the above-referenced contract.
- 2.0 The total contract amount is increased by \$2,200.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00
Amendment No. 3: Administrative Increase 10/29/12	\$1,980.00	\$19,200.00
Amendment No. 4: Option 2 01/7/13 – 1/6/14	\$8,400.00	\$27,600.00
Amendment No. 5 : Administrative Increase 5/7/13	\$2,100.00	\$29,700.00
Amendment No. 6: Option 3 01/7/14 – 1/6/15	\$8,880.00	\$38,580.00
Amendment No. 7: Administrative Increase 1/13/2014	\$2,200.00	\$40,780.00

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

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

Signature and Date:  1/5/14
Printed Name:
Authorized Representative

Signature and Date:  1/16/13
Lynn Rich, Buyer II
City of Austin
Purchasing Office

East Side Yoga
26 Long Creek Road
Austin, TX 78737



Amendment No. 6
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
dba East Side Yoga
and the
City of Austin


- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 7, 2014 the term for the extension option will be January 7, 2014 to January 6, 2015 and there are no remaining options.
- 2.0 The total contract amount is increased by \$8,880.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00
Amendment No. 3: Administrative Increase 10/29/12	\$1,980.00	\$19,200.00
Amendment No. 4: Option 2 01/7/13 – 1/6/14	\$8,400.00	\$27,600.00
Amendment No. 5: Administrative Increase 5/7/13	\$2,100.00	\$29,700.00
Amendment No. 6: Option 3 01/7/14 – 1/6/15	\$8,880.00	\$38,580.00

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

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

Signature and Date:

 11/26/13

Printed Name:
Authorized Representative

East Side Yoga
26 Long Creek Road
Austin, TX 78737

Signature and Date:

 1/8/14
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 5
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
and the
City of Austin

- 1.0 The purpose of this amendment is to increase the option 2 amount of \$8,400.00 by 25% or \$2,100.00 for a total NTE contract amount of \$29,700.00
- 2.0 The total contract amount is increased by \$2,100.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00
Amendment No. 3: Administrative Increase	\$1,980.00	\$19,200.00
Amendment No. 4: Option 2 01/7/13 – 1/6/14	\$8,400.00	\$27,600.00
Amendment No. 5 : Administrative Increase	\$2,100.00	\$29,700.00

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

4.0 All other terms and conditions remain the same.

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

Signature and Date:

 5-7-13

Jeff Dilbert, Corporate Purchasing Manager
City of Austin
Purchasing Office



Amendment No. 4
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 7, 2013 the term for the extension option will be January 7, 2013 to January 6, 2014 and there is one remaining option.
- 2.0 The total contract amount is increased by \$8,400.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00
Amendment No. 3: Administrative Increase	\$1,980.00	\$19,200.00
Amendment No. 4: Option 2 01/7/13 – 1/6/14	\$8,400.00	\$27,600.00

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

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

Signature and Date:

Printed Name: STEVEN ROSS
Authorized Representative

OWNER
EASTSIDE YOGA

Signature and Date:

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Yoga Instruction
26 Long Creek Road
Austin, TX 78737



Amendment No. 3
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
and the
City of Austin

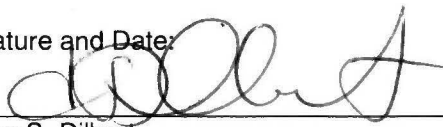
- 1.0 The purpose of this amendment is to add 25% administrative increase of the option 1 amount of \$7,920.00 for an increase of \$1,980.00.
- 2.0 The total contract amount is increased by \$1,980.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00
Amendment No. 3: Administrative Increase 10/29/12	\$1,980.00	\$19,200.00

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

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

Signature and Date:

 10/29/12

Jeffery S. Dilbert
Corporate Purchasing Manager
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA110000044
for
Yoga Instruction
between
Steven Donald Ross
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 7, 2012 the term for the extension option will be January 7, 2012 to January 6, 2013 and there are two remaining options.
- 2.0 The total contract amount is increased by \$7,920.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/7/11 – 1/6/12	\$7,440.00	\$7,440.00
Amendment No. 1: Administrative Increase 11/28/11	\$1,860.00	\$9,300.00
Amendment No. 2: Option 1 01/7/12 – 1/6/13	\$7,920.00	\$17,220.00

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

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

Signature and Date:

 1/27/12

Printed Name: STEVEN ROSS

Authorized Representative EAST SIDE YOGA

Signature and Date:

 1/13/12

Cynthia Gonzales, Contract Compliance Manager Corporate
City of Austin
Purchasing Office

Yoga Instruction
26 Long Creek Road
Austin, TX 78737

Cc: Jeff Dilbert, Buyer II
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. MA 5800 NA110000044
for
Yoga Instruction
between
East Side Yoga
and the
City of Austin

- 1.0 The purpose of this amendment is to increase the Not to Exceed amount for the contract by 25% or \$1,860 from \$7,440 to \$9,300.
- 2.0 The total Contract amount is increased by \$1,860. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 1/7/2011 through 1/6/2012		\$7,400
3.0 Amendment No. 1: Increase the Not to Exceed amount by 25% or \$1,860 from \$7,440 to \$9,300.	\$1,860	\$9,300

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

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

Signature & Date:

N/A

Printed Name: Steven Ross
Authorized Representative

*Unilateral Administrative
Funding Increase*

East Side Yoga
1050 East 11th St, Ste 150
Austin, Texas 78702

Signature & Date:

Jeff Dilbert 11/28/11

Jeff Dilbert, Buyer II
City of Austin
Purchasing Office



City of Austin

Financial and Administrative Services Department

Purchasing Office

P. O. Box 1088, Austin, TX 78767

(512) 974-2500

January 7, 2011

Mr. Steven Ross
East Side Yoga
1050 East 11th St. Ste 150
Austin, TX 78702

Re: Yoga Instruction

Dear Mr. Ross:

The Purchasing Office has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Human Resources
Department Contact Person:	Sheree Bailey
Department Contact Email Address:	Sheree.bailey@ci.austin.tx.us
Department Contact Telephone:	(512) 974-9777
Project Name:	Yoga Instruction
Contractor Name:	East Side Yoga
Contract Number:	MA5800 NA110000044
Contract Period:	1/7/2011 – 1/6/2012
Dollar Amount	\$7,440.00
Extension Options:	3 – 12 month
Requisition Number:	RQM5800 10110400038
Solicitation Number:	IFBBV JSD0200
Agenda Item Number:	N/A
Council Approval Date:	N/A

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2651.

Sincerely,

Jeff Dilbert, CPSM, CPSD, C.P.M., A.P.P.,

Buyer II

Purchasing Office

Finance and Administrative Services Department

Enclosure

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
East Side Yoga ("Contractor")
for
Yoga Instruction
MA5800 NA110000044**

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

This Contract is between East Side Yoga having offices at 1050 East 11th St. Ste 150, Austin, TX 78702 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFBBV JSD 0200.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JSD0200 including all documents incorporated by reference
- 1.1.3 East Side Yoga Offer, dated 12/22/2010, including subsequent clarifications

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

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

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

1.4 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of 7,440.00 for the initial Contract term and NTE \$7,920.00 for option 1, NTE \$8,400.00 for option 2 and NTE \$8,880.00 for option 3. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.6 This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

CITY OF AUSTIN

Printed Name of
Authorized Person:

Jeff Dilbert, CPSM, CPSD, C.P.M., A.P.P.

Signature:



Title:

Buyer II

Date

1/7/2011

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

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

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

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

quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

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

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

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

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

- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

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

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed

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

against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except

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as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

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

- 20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

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

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

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**

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- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

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

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

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

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

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. 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 number and the following information:

Attn: (Add Buyer's Name)

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- vii. 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.
- viii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. 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.
- xi. 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.

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- xii. 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.
- xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiv. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

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37. **CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.
- A. **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.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 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 desire to keep the same

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secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **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.
40. **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.
41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **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.
44. **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.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **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.

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47. **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.
48. **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.
49. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **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.

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

52. **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.

53. **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.
54. **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.

55. **EQUAL OPPORTUNITY**

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

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

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.

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

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

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet

SOLICITATION NO: JSD0200

COMMODITY/SERVICE DESCRIPTION: Yoga Instruction

DATE ISSUED: 12/6/2010

PRE-BID CONFERENCE TIME AND DATE: 11:00 am to 12:00 pm on 12/15/2010

REQUISITION NO.: RQM 5800 10110400038

COMMODITY CODE: 94873

LOCATION: Municipal Building, 124 W. 8th St.
3rd Floor conf. room,
Austin, TX 78767

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 2:00 pm on 12/29/2010

Jeff Dilbert

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:00 pm on 12/29/2010

Buyer II

Phone: (512) 974-2651

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:


Signature of Person Authorized to Sign Offer

STEVEN ROSS - OWNER
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: Dec 22nd, 2010

Company Name: East Side Yoga

Address: 1050 E 11th St, suite 150

City, State, Zip Code Austin, TX, 78702

Phone No. (512) 779 8543

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: East Side Yoga

Remit to Address: 1050 E 11th St, suite 150

City, State, Zip Code Austin, TX, 78702

Email Address eastsideyoga@gmail.com

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0700	REFERENCE SHEET	1
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0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	n/a
0830	BUY AMERICAN ACT CERTIFICATE	n/a
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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	n/a
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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL **

- | | |
|------------------------|---|
| • Cover Page | Offer Sheet |
| • Section 0600 | Best Value Bid Sheet(s) |
| • Section 0700 | Reference Sheet (if required) |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections) |
| • Section 0900 | MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable |
| • Bid Guaranty | (if required) |

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**CITY OF AUSTIN
BID SHEET
YOGA INSTRUCTION**

BID NO. JSD0200
RX NO. RQM 5800 10110400038
CLOSING DATE & TIME: 12/29/10 @ 2:00 PM
BUYER: Jeff Dilbert

Rates should be based on a 60 minute class.
Rates are not dependent on the number of participants or utilization.

2011 - Base Year 12 Week Session	2012 - Option 1 12 Week Session	2013- Option 2 12 Week Session	2014- Option 3 12 Week Session
Rate per class \$ <u>62</u>	Rate per class \$ <u>66</u>	Rate per class \$ <u>70</u>	Rate per class \$ <u>74</u>
(# of classes) x <u>12</u>	(# of classes) x <u>12</u>	(# of classes) x <u>12</u>	(# of classes) x <u>12</u>
Total Cost <u>\$744</u>	Total Cost <u>\$792</u>	Total Cost <u>\$840</u>	Total Cost <u>\$888</u>
GRAND TOTAL			

As per section 0500 – Scope of Work, all bids will be evaluated based on the following criteria: Business Organization 20 points, Scope of Work 30 points and cost 50 points. Optional interviews may be conducted for a maximum of 25 additional points.

COMPANY NAME: EAST SIDE YOGA

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: STEVEN ROSS

EMAIL ADDRESS: eastsideyoga@gmail.com

City Of Austin – Solicitation No. JSD0200

East Side Yoga – Response to Solicitation

6.1 Business Organization - East Side Yoga (ESY) is doing business as Steven Ross. We are a yoga studio located at 1050 E 11th St, Suite 150 in Austin TX-78702. ESY has no affiliation or financial ties to other organizations. The studio was created March 2009 and provides over 35 public yoga classes a week to the East Austin and the Downtown community. Owner Steven Ross combines his several hundred hours of yoga training with his professional background as a former financial controller with publicly traded companies.

Each of our yoga teachers acts as an independent subcontractors; this bid includes three highly qualified teachers (subcontractors): *Erin Lewis, Janet Houtz and Sarah Fangsrud*.

Below are photos of yoga spaces within East Side Yoga:



6.2.1 Work plan overview – East Side Yoga successfully completed the previous 12-week PE program, providing four yoga classes per week, and exceeding the minimum requirements for the program. Our successful yoga classes for the fall 2010 PE program were thoroughly enjoyed by the participants.

We have met all logistical needs of the City PE program: our teachers have the flexibility to teach onsite at multiple city locations and the yoga studio is available for City of Austin yoga classes. The studio has capacity for morning yoga (pre-work day), lunch classes and early evening classes, depending on City employee needs. Our teachers have significant experience (see below), allowing them to instinctively provide yoga movement and relaxation according to the participants' needs, health requirements and stress levels. Based on our experience, we suggest that City classes be arranged by level so that more gentle/beginner participants attend our "hatha yoga" classes and more experienced or active participants attend our "flow" classes, which are more physically demanding. However, it should be noted if students can only attend a class due to location or time, each of our teachers could offer modifications or intensification of most yoga poses. The teachers selected to participate in the program are trained and accustomed to larger class sizes up to 35 people.

East Side Yoga is committed to each student's completion of their session: in addition to teaching the scheduled classes, we will offer written motivational advice, suggestions and yoga tips that can be electronically distributed to participants. It is our sincere wish that participants would experience the health benefits of yoga.

6.2.1.1.1 Class Format – East Side Yoga has the ability to meet the requirements of the COA program; our yoga studio can comfortably hold 25 yoga students and we can provide props such as blankets, straps and blocks to the students as needed. Our teachers are comfortable to teach larger groups within the 35 students specified in the solicitation. Our public yoga class schedule demonstrates our flexibility to choose suitable times for COA classes, last year we held two classes a week at the studio and can expand upon that if requested. Review of the attached class schedule clearly indicates we teach around levels of intensity. COA classes are not published on our public schedule so to maintain privacy for program participants.

6.2.1.1.2 Instructor qualifications and requirements – (resumes attached)

Sadani Janet Houtz, CYT (Certified Yoga Therapist). **RYT 500 hours** (Yoga Alliance, Registered Yoga Teacher): with over 1,500 hours of training, Sadani is one of the most highly trained yoga teachers in Austin. She has over 14 years teaching experience studying with world-renowned teachers, has personally trained many yoga teachers and has the ability to teach in any situation, including City of Austin PE program. Her ability to adapt the needs of yoga to the individual student is her life's work.



Sadani's mature approach to teaching yoga students and the individual seeking yoga therapy is supported by her depth of experience and knowledge in the field of personal healing. She is passionate about helping others achieve optimal health and happiness. Sadani uses personal inquiry, exploration, experimentation, and refinement to create an in-depth personal yoga practice for those individuals seeking to reduce pain, to come to better know themselves and improve the quality of their lives."

Erin Lewis, RYT 500 hours (Yoga Alliance, Registered Yoga Teacher): with over 3,000 hours of teaching experience, including teaching yoga to City of Austin employees for over two years, Erin's caring and nurturing personality is loved by her yoga students.



Erin is the founder of the Luna Blue Yoga Center in Monroe, Louisiana and she has accrued over 3,000 hours of teaching experience. Her patient and compassionate approach helps new students feel comfortable on the mat, while the more seasoned practitioners appreciate her creative blend of breath and movement. Erin has studied with such world-renowned yoga teachers."

Sarah Fangsrud, RYT 500 hours (Yoga Alliance, Registered Yoga Teacher): - Certified in 2007 with 500 hours of yoga teacher training. Sarah teaches multiple yoga classes per week and for six months has taught Travis County employees in a worksite program similar to that of COA.



Sarah's goal as a yoga teacher is to create a safe and compassionate, yet challenging learning environment so that students can meet their utmost potential for health and happiness of body and mind. She has experience teaching beginning to advanced yoga classes and has the ability to effectively communicate with students and put them at ease, using her extensive knowledge of yoga postures, modifications, anatomy, breathing and meditation exercises.

Substitute teachers – East Side Yoga has a teaching pool of 14 teachers all meeting and exceeding the COA requirements for the yoga program. Our experience allows us to seamlessly select appropriate substitute teachers for each yoga class and communicate to Captains as required. It should be noted that where possible we will provide two-weeks notice of a sub teacher, however if a teacher becomes ill or has emergency situation we will call in substitute teacher and provide telephone notice to the class Captain.

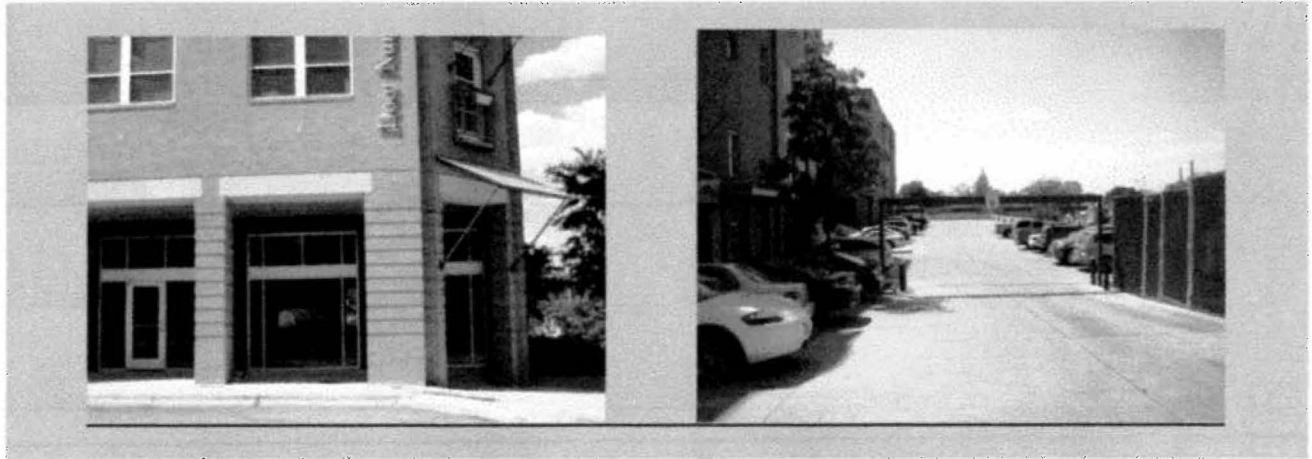
6.2.1.1.3 Instructor Performance – East Side Yoga's experienced and professional approach to the City's yoga program ensures that performance requirements are met and yoga classes are conducted punctually, appropriately yet with a relaxed and stress-free manner that allows participants to break from their daily stressors. Each teacher has been made aware of the importance of timeliness and non-solicitation, through our references and prior experience we can ensure that unexplained absences will be avoided at all costs. It is part of our vocation to ensure confidentiality and care for the wellbeing of all students is the norm and we will go over and above "just teaching yoga" for our students.

6.2.1.1.4 Program Scheduling - East Side yoga will attend meetings with the City as required, it is our request that Captains meet with the yoga teachers at the beginning of each session to allow a smooth start for the participants and build rapport in the group. We have the ability to quickly mobilize teachers and can start Jan 2011 classes with short notice. East Side Yoga will monitor each teacher's performance, provide feedback, and in the event a teacher is not suitable or engages in unacceptable practice will immediately replace the teacher to another who meets COA needs.

6.2.1.1.5 Wellness Captain's training – Our teachers are experienced in providing yoga demonstrations as needed to the Captains similar to that conducted by Steven Ross in fall 2010. Upon successful bid we happily commit to attending the health fairs and as many demonstrations as the City requests.

6.2.1.1.6 Vendor's facility and location – The yoga studio is conveniently located a couple of blocks east of I35 of 11th street, in the recently (2005) constructed Jones building. The studio provides a peaceful and supportive space to conduct yoga classes: cork flooring, all necessary props to make students comfortable, ample free parking and close proximity to COA neighborhood planning department and downtown locations. Our teachers are experienced in visiting City locations and are comfortable with security requirements therein.

Below are photographs of the studio and parking lot:



Authorized contact

Steven Ross
Owner, East Side Yoga
1050 E 11th, Suite 150
Austin, TX 78702

Telephone: 512 779 8543
Email: eastsideyoga@gmail.com
Website: www.eastsideyoga-austin.com

Note

Insurance provided is at current levels, which meet or exceed COA requirements for general liability. Workers comp and employers liability are not relevant to East Side Yoga as we have no employees. In the event of a successful bid, ESY will add COA as an additional insured.

Attachments

1. Erin Lewis resume/certificate/insurance
2. Sadani Janet Houtz resume/certificate/insurance
3. Sarah Fangsrud resume/certificate/insurance
4. East Side Yoga – insurance

Erin Lewis-DeLeon
4604 Jinx Avenue
Austin, Texas 78745
512.965.5112
erinbeth7@gmail.com

Experience

Certified yoga instructor. Certified since 2001 through Yoga Alliance, E-RYT since 2008 (having taught more than 3,000 classroom hours).

City of Austin, yoga instructor (July 2008 – Present). Yoga instructor for the city's HealthPLUS Wellness Program.

Eastside Yoga, Austin, Texas (October 2009 - Present). Instructor, hatha yoga - all levels.

YogaYoga, Austin, Texas (May 2006 – October 2009). Instructor, hatha yoga - all levels. Also responsible for leading the hatha beginner's series, a four-week program offered each month.

Luna Blue Yoga Center, Owner/Director, Monroe, Louisiana (April 2001 – April 2006). Responsible for class instruction, community outreach/public relations, customer service, retail management, and organizing special events.

North Monroe Medical Center, Yoga Counsel (June 2004 – Dec 2005). Responsible for introducing yoga to patients participating in Alternative Paths to Health Program.

Richland Medical Center, Health & Wellness Staff (Summer 2002). Yoga for stress management, seniors, pre- and post-natal, sports injuries.

Our House Shelter for Teens, House Yogi (Sept 2001 – April 2002). Yoga for kids residing at shelter.

Mentor to autistic teen (summers of 2004 & 2006). Responsible for providing a regular regimen of physical activity/yoga, supervising educational activities, and offering companionship.

BS in Business/Marketing from Louisiana Tech University. 1998 Cum Laude Graduate.

Professional references available upon request.



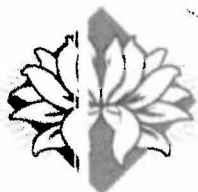
Barefoot Yoga Studio

This certificate is awarded to:

Erin Lewis

who has completed comprehensive training in asanas,
pranayamas, and Yoga philosophy, and has successfully
met the requirements for certification to teach:

Hatha Yoga

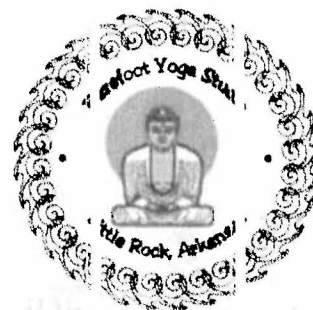


Barefoot Studio

Catherine Rodgers
Catherine Rodgers, founder

March 4, 2002

Date



Sadani Janet Houtz, CYT, RYT

819 Ashby, Austin, TX 78704

sadani13@gmail.com

512-944-4553

Yoga Practitioner since 1990

YOGA EDUCATION and CERTIFICATIONS:

Viniyoga Therapist Certification

May 2006

"Approaches human being with understanding as integrated body/mind system that can function optimally when there is state of dynamic balance".....George Feuerstein

Viniyoga Teacher Certification

2003 – 2005

500-hour Viniyoga Teacher Training

Viniyoga: balanced application of yoga elements appropriate for the individual

Kripalu Yoga Teacher Certification

1997

200-hour Kripalu Yoga Teacher, KYT

Qualified for and received Kripalu Scholarship to Kripalu Teacher Training

Kripalu Yoga: integration of body, breath, mind as in-depth three-stage process

Advanced Kripalu Teacher Training Programs:

Teaching Yoga Advanced Pranayama, Teaching the Deeper Practices,

Teaching Meditation

Yoga for Osteoporosis – Sara Meeks, PT, RYT

Yoga Away Teacher Training

Mount Madonna Center - yoga teacher training assistant

2006

Mount Madonna Center - Karma Yoga – programs volunteer

2005-2006

Kundalini Yoga Teacher Training

2008

PROFESSIONAL ORGANIZATIONS

KYTA Association Member

1997-2008

Yoga Alliance

Registered - ERYT 500

Member of IAYT – International Yoga Therapists Association

2006-2008

CONFERENCES

Kripalu Yoga Teacher Conference

1998-2003

Women and Yoga, Raja Yoga, New American Yoga

2000

Yoga Journal

1998-2001

International Association of Yoga Therapists

2008

Teachers studied with include various internationally re-nowned yoga and meditation instructors such as Erich Schiffman, Donna Farhi, Sonia Nelson, Lex Gilliam, Judith Lasater, Sara Meeks, Nischala Joy Devi, David Life & Sharon Gannon, Stephen Cope, Gary Kraftsow, T.K.V. Desikachar, Jon Kabat-Zinn, Sylvia Boorstein, Richard Miller, Manorama, Dr. Fred Orr and professional teachers.

YOGA Experience

Yoga Yoga – staff member

2006-2010

Yoga Teacher – Hatha Yoga, Meditation

2008-2010

Private Yoga Therapy

2004-2010

Yoga for Chronic Back Pain 12 week Program

2008-2010

Yoga Teacher Training Program – 8 months duration

2007-2010

Re-designed and developed teacher training program,

2007

developed teaching faculty, trained/mentored teacher faculty

Developed Yoga Teacher Training manual
 Developed and co-taught Advanced Yoga Teacher Training Program: 2007-2008
 The Personal Practice of the Yoga Teacher
 Advanced Level Yoga Teacher Training
 Teaching Private Yoga classes
 Teaching Gentle and Chair Yoga

YOGA TEACHING – Yoga Center of Lake Charles

Group yoga classes, private yoga classes/consultations, yoga-related workshops
 (taught avg. 14 classes weekly) Jan.1998-2005
 Yoga Teacher Training / Yoga Center of Lake Charles 1999-2008
 Private Yoga Classes 2000-2008
 Free yoga classes and assistance to Hurricane Katrina evacuees 2005
 Workshops: The Chakras and Yoga Postures
 Self Inquiry and Explorative Practice
 Yoga for Osteoporosis
 The Crown of Yoga - Meditation
 Asana Clinics
 Master classes for Yoga Teachers – teaching the deeper practices
 Kundalini yoga for the Hatha Yogi

Established Yoga Center of Lake Charles – served as owner/manager/primary instructor

Licensed Kripalu affiliate yoga studio 2000
 Purchased, renovated location for yoga studio
 Small Business Achievement Award – Louisiana State awarded June 2002

 Kripalu Yoga Teacher National Training 2004
 first Kripalu off-site training yoga teacher training program
 Program logistics, marketing, program assistant
 Marketing DVD yoga demonstration
 Focus group for business viability

 Tibetan Monks – hosts of Tibetan monks
 Speaker at various civic organizations
 Television program guest
 Lake Charles Women's Conference
 Yoga demonstration & program 2000, 2001

Sale of Yoga Center of Lake Charles (to yoga student/teacher) 2005

Offered scholarship program for yoga classes

Provided free yoga classes to community

TRADITIONAL EDUCATION

McNeese State University	B.A. Mass Communication	1992
Louisiana State University	B.S. Merchandising	1971

Other Training and Professional Focus:

Certified Massage Therapist - Louisiana School of Massage Therapy	1991
Private practice	1992 - 2000
Esalen Massage, Cranial Sacral Therapy, Jin Shin Jytsu	
Certified Pregnancy Massage Therapist	1993
Certified Professional Doula-DONA - (professional labor support for birthing couple)	1992
Affiliated with Doula Professional Group - Austin	1993-1997
Certified as Breastfeeding Educator / Texas Dept. of Health	1993

References

Dr. Susan Kelso
skelso@aol.com
337.485.7669

Dr. Fred Orr
fredorr@focusingcoach.com
404.370.8035

Dr. Elizabeth Hait
ehait@aol.com
337.438.1113

Abi Porter
abiporter@earthlink.net
707.824.8471

Teacher Certification Diploma



american**viniyoga**institute

is pleased to certify that

Janet Lynn Houtz

having completed a two-year course of study covering
asana, pranayama, chanting and meditation,
as well as yoga philosophy and psychology,
and having demonstrated a clear understanding and ability
to apply these principles in diverse teaching environments,
is now recognized as a trained yoga instructor by this institute.

GARY KRAFTSOW
Director and Senior Teacher • American Viniyoga Institute, LLC • Maui, Hawai'i, USA

12 November 2004

DATE



Registered with the Yoga Alliance at the 500 hour level.

Alternative Balance, LLC

A Member of the Beauty Health & Trade Alliance Purchasing Group

PO Box 450
Hillsboro, NH 03244

Certificate of Insurance

ESSEX INSURANCE COMPANY

Certificate Number: 610138
Policy Number: SM-868156

Primary Certificate Holder

Janet Houtz
1505 Nickerson ST
Austin, TX 78704

Effective Date: 06/14/2010 – 06/14/2011

Coverage Subject to Terms and Conditions of the Master Policy

Professional Liability "Claims Made" Each Occurrence:	\$2,000,000
Commercial General Liability "Occurrence Form" Each Occurrence:	\$2,000,000
General Aggregate:	\$3,000,000
Damage to Premises Rented to You:	\$100,000

Additional Certificate Holder: The Below listed entity (if any) is named as an Additional Certificate Holder with respect to the Insurance provided under the Master Policy, but only for the liability arising out of the sole negligence of the Primary Certificate Holder. The Inclusion of an Additional Insured does not amend, expand or alter any terms or conditions of the Master Policy.

Notice of Cancellation: In the event of cancellation of the above certified coverages, the company will endeavor to mail 45 days written notice of cancellation to CERTIFICATE HOLDER and/or ADDITIONAL CERTIFICATE HOLDER, but failure to mail such notice shall impose no obligation or liability of any kind upon the companies, its agents or representative. 10 day notice of cancellation shall apply for cancellation due to non-payment of premium.

"This is to certify the coverage under the Master Policy"

Authorized Signature:



M Bret Christopherson
Stratus Insurance
801-763-1375

Report All Claims Directly to:
Claims Service Center, Markel Service, Inc.
Ten Parkway North
Deerfield, IL 60015
Phone: (847) 572-6000 / (888) 502-3200
Fax: (847) 572-6338

SARAH FANGSRUD, 500 RYT

1407 Ulit Ave, Austin, Texas 78702 (512) 529-4651 sarahfangs@gmail.com

EDUCATION

The University of Montana	Missoula, MT
Bachelor of Arts in Literature, May 2005	

TRAINING

2007	Dharma Mittra Yoga Center	New York City, NY
	200 Hour "Life of a Yogi" Teacher Training	

2008	Dharma Mittra Yoga Center	New York City, NY
	500 Hour "Life of a Yogi" Teacher Training	

The 200 hour and 500 hour trainings were taught by Sri Dharma Mittra.

EXPERIENCE

2010-present	Travis County Clerk's Office	Austin, TX
	Yoga Teacher	
	<ul style="list-style-type: none"> Teach three group yoga classes a week to Travis County Clerk employees. 	

2010-present	Applied Materials	Austin, TX
	Yoga Teacher	
	<ul style="list-style-type: none"> Teach two group yoga classes a week at the corporate wellness center. 	

2010-present	G2 Fitness Consultants	Austin, TX
	Yoga Teacher	
	<ul style="list-style-type: none"> Teach three group yoga classes a week to residential communities in the downtown Austin area. 	

2009-present	Seva Yoga	Austin, TX
	Yoga Teacher	
	<ul style="list-style-type: none"> Teach three yoga classes a week ranging from beginner to advanced. Open and close the studio, register and sign in students, handle class payments. 	

2008	Betsy's Hot Yoga Louisville	Louisville, KY
	Guest Yoga Teacher	
	<ul style="list-style-type: none"> Taught Dharma Mittra's <i>Maha Sadhana</i> or "The Great Practice" workshop for intermediate through advanced yogis. 	

2007-2008	Savannah Yoga Center	Savannah, GA
	Yoga Teacher	
	<ul style="list-style-type: none"> Taught six yoga classes a week ranging from gentle, beginner, and intermediate.. Opened and closed the studio, registered and signed in students, answered the phone, handled class payments, as well as purchases from the yoga store. 	

2007-2008	The Yoga Room	Savannah, GA
	Yoga Teacher	
	<ul style="list-style-type: none"> Taught two yoga classes a week ranging from beginner to intermediate. Also, regularly substituted for vinyasa classes, all levels. Opened and closed the studio, registered and signed in students, handled class payments 	



DHARMA MITTRA YOGA

Life of a Yogi Teacher Certification

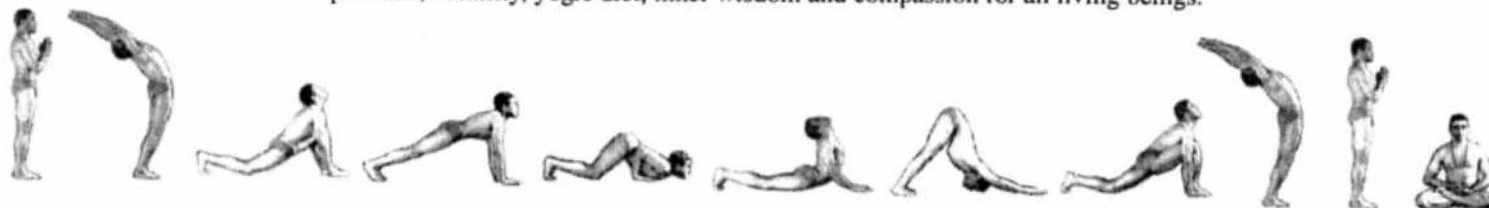
200 HOUR

This is to certify that *Sarah K. Faulkner* is worthy of being awarded the title:

TEACHER OF DHARMA MITTRA YOGA

Shiva Namaskara Level I

By the grace of God, the fountain of Divine Bliss, the ocean of Oneness, it is recognized that having completed all requirements of our standardized training, demonstrating fitness to teach in dedication to the principles and science of Dharma Mittra Yoga, showing discriminative and pure actions leading to the virtues as prescribed in the scriptures; following the Yamas & Niyamas, clarity of mind, self-restraint, reverence, obedience, gentleness, patience, humility, yogic diet, inner wisdom and compassion for all living beings.



Co-Directors:

Ismrittee Devi Om

Ismrittee Devi Om

Dr. Jeffrey Meyers

Dr. Jeffrey Meyers

"I wish to see you in a state of Bliss, content and free from suffering. Be receptive to the Supreme Guru within."

Sri Yogi Dharma Mittra

Founder & Director : Sri Yogi Dharma Mittra

As witnessed and approved on this date, Saturday October 13rd of the Year 2007.

Under the guidance of Lord Siva, the first and foremost teacher of Yoga, and Sri Dharma Mittra a master who continues to teach from the divine fountain; "May Sattva always be present during our instruction, Om Shanti, Shanti, Shantih".

Dharma Mittra Yoga New York Center 297 Third Ave. NYC, New York, 10010 www.dharmayogacenter.com



**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: JSD0200

OFFEROR'S NAME: EAST SIDE YOGA **DATE:** 12/22/10

The Offeror shall furnish, with the Offer, the following information, for at least four recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

- | | | | |
|----|---------------------------|--|---------------------|
| 1. | Company's Name | <u>City Of Austin</u> | |
| | Name and Title of Contact | <u>Sheree Bailey</u> | |
| | Present Address | <u>C/O City Of Austin</u> | |
| | City, State, Zip Code | <u>Austin, TX</u> | |
| | Telephone Number | <u>(512) 974 9777</u> | Fax Number () |
| | Email Address | <u>sheree.bailey@ci.austin.tx.us</u> | |
| | | | |
| 2. | Company's Name | <u>Golfsmith</u> | |
| | Name and Title of Contact | <u>Lisa Blanda</u> | |
| | Present Address | <u>11000 N I35</u> | |
| | City, State, Zip Code | <u>Austin, TX, 78753</u> | |
| | Telephone Number | <u>(512) 821 4148</u> | Fax Number () |
| | Email Address | <u>lisa.blanda@golfsmith.com</u> | |
| | | | |
| 3. | Company's Name | <u>Linebarger, Goggan, Blair and Sampson LLP</u> | |
| | Name and Title of Contact | <u>Caitlin Willhoite</u> | |
| | Present Address | <u>2700 Via Fortuna Drive</u> | |
| | City, State, Zip Code | <u>Austin, TX 78746</u> | |
| | Telephone Number | <u>(512) 634 3777</u> | Fax Number () |
| | Email Address | <u>caitlin.wilhoite@publicans.com</u> | |
| | | | |
| 4. | Company's Name | <u>Citizens School</u> | |
| | Name and Title of Contact | <u>Jocelyn Jurado</u> | |
| | Present Address | <u>2520 Longview St, suite 315</u> | |
| | City, State, Zip Code | <u>Austin, TX 78702</u> | |
| | Telephone Number | <u>(512) 414 6706</u> | Fax Number () |
| | Email Address | <u>jocelynjurado@citizensschool.org</u> | |
| | | | |
| 5. | Company's Name | <u> </u> | |
| | Name and Title of Contact | <u> </u> | |
| | Present Address | <u> </u> | |
| | City, State, Zip Code | <u> </u> | |
| | Telephone Number | <u>()</u> | Fax Number () |
| | Email Address | <u> </u> | |

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NONDISCRIMINATION CERTIFICATION
SOLICITATION NO. JSD0200**

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

- (1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).
- (2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form 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 City setting forth the provisions of this chapter.
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen 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.

Please check one of the following:

- ☐ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- ☒ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:

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

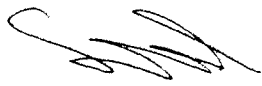
The EAST SIDE YOGA (company name) will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading,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

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

Sanctions:

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

Contractor's Name: EAST SIDE YOGA

Signature of Officer or Authorized Representative:  Date: 12/22/10

Printed Name: STEVEN ROSS

Title: OWNER

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. JSD0200

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:

EAST SIDE YOGA

Signature of
Officer or
Authorized
Representative:



Date:

12/22/10

Printed Name:

STEVEN ROSS

Title

OWNER

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

SOLICITATION NO. JSD0200

**FOR
YOGA INSTRUCTION**

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;
 - b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: EAST SIDE YOGA

Printed
Name:

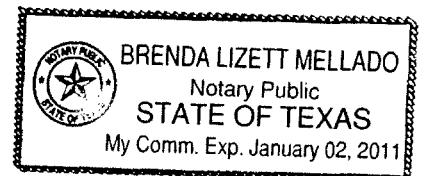
STEVEN ROSS

Title

OWNER

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 21st day of December, 2010.




Notary Public

My Commission Expires

January 02-2011

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. JSD0200

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
NO EMPLOYEES	

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name: EAST SIDE YOGA

Signature of Officer
or Authorized
Representative:



Date: 12/22/10

Printed Name:

STEVEN ROSS

Title

OWNER

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: JSD0200	Description of Services: YOGA INSTRUCTION
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
N/A	NO EMPLOYEES
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0200

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

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

Answer: RESIDENT BIDDER

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

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

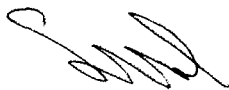
Answer: _____ Which State: _____

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

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____



Date: 12/21/10

Printed Name: _____

STEVEN ROSS

Title _____

OWNER

EVALUATION MATRIX - YOGA INSTRUCTION**INVITATION FOR BID BEST VALUE****JSD0200****East Side Yoga****Bea Love Yoga**

Austin, TX

Austin, TX

1. Business Organization

Experience and longevity of the organization
Experience and qualifications of personnel
Number of experienced and qualified personnel
Capability to service multiple locations
References **(20 points)**

19.5

16.3

2. Scope of Work

Responsiveness to minimum operational requirements
Ability to provide service
Ability to provide additional or alternative optional services
Ability to meet scheduling obligations
Adherence to response format **(30 points)**

29.0

21.8

3. Cost (50 points)

50.0

37.1

SUB-TOTAL

98.5

75.1

Interview -Optional Interviews and facility tours may be conducted at
the discretion of the City **(25 points)**

0.0

0.0

TOTAL POINTS

98.5

75.1

**BID TABULATION
CITY OF AUSTIN
YOGA INSTRUCTION**

BID NO. JSD0200 RX NO. 5800 10110400038 DATE: 12/29/2010 BUYER: Jeff Dilbert the bid.							
Vendor Name				East Side Yoga		Bea Love Yoga	
City, State				Austin, TX		Austin, TX	
MBE/WBE							
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2011 Base Year	12		62.00	744.00	85.00	1,020.00
2	2012 Option 1	12		66.00	792.00	89.25	1,071.00
3	2013 Option 2	12		70.00	840.00	93.71	1,124.52
4	2014 Option 3	12		74.00	888.00	98.40	1,180.80
TOTAL BID				3,264.00		4,396.32	

Prepared By: Julia Ramirez/cec

Approved By:

7424

**BID TABULATION
CITY OF AUSTIN
YOGA INSTRUCTION**

BID NO. JSD0200							
RX NO. 5800 10110400038							
DATE: 12/29/2010							
BUYER: Jeff Dilbert							
the bid.							
Vendor Name				East Side Yoga		Bea Love Yoga	
City, State				Austin, TX		Austin, TX	
MBE/WBE							
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
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3	2013 Option 2	12		70.00	840.00	93.71	1,124.52
4	2014 Option 3	12		74.00	888.00	98.40	1,180.80
TOTAL BID				3,264.00		4,396.32	

Prepared By: Julia Ramirez/cec

Approved By:

Place/Room: Purchasing Office

[illegible]

962008
94873
92442

Vendor Contacts - Group Exercise			
Fitness Centers			
YMCA	Steven Boyd	steven.boyd@austinyymca.org	YMC 7046820
Pure Austin	Shirley	shirley@pureaustin.com	
Castle Hill Fitness	Stefania Tafuro	stefania@castlehillfitness.com	
Lifetime Fitness	Casie Mohr		LF 832 1166
UT Gregory Gym	Sarah Jordan	sarahjordan@mail.utexas.edu	471-3116
Boot Camps			
American Gladiator	Ally Davidson	contender@campgladiator.com	
Brinkley Training Advantage	Angie Brinkley	lilmonkeyjumps@mac.com	
HEAT Bootcamp	Cody Butler	heatbootcamp@yahoo.com	
Sculpture Nutrition and Fitness	Yancy Culp	yancyculp@sculpturetexas.com	
Strength Training			
Out Right Fitness	David Brazwell	david@outrightfitness.com	826-3977
	Anthony Brown	ab.anthonymbrown@gmail.com	
Run/Walk			
Rogue Running	Steve Sisson, Ruth England	carolyn@roguerunning.com	
Galloway Training	Will Carlson	carlsonwill@prodigy.net	
RunTex	Paul Carroza	paul@runtex.com	
	Patrick Guy	patrickguy@sbcglobal.net	
Hill Country Running		Jamie@hillcountryrunningcompany.com	
USA Fit Austin		info@austinfite.com	
Yoga			
Yoga Yoga		lesleyc@yogayoga.com	
Eastside Yoga (V)	Steven Ross	eastyoga@gmail.com	
Black Swan Yoga	Amy	hello@blackswanyoga.com	
Joy Moves	Shoshanna	info@joymoves.com	

TPetersone@
LifetimeFitness
.com

IFBBV 5800 JSD0200

154 emails sent

Amend	Sent	Vendor Code	Legal / Alias-DBA Name
1	12/6/2010 7:07	BET8321034	BETTERBODIES WILLIAMS, SHELDON
2	12/17/2010 9:03	BET8321034	BETTERBODIES WILLIAMS, SHELDON
1	12/6/2010 7:07	VS0000009904	ADRIANNA ELISHA YETT FEMME NOVELL
1	12/6/2010 7:07	VS0000009904	ADRIANNA ELISHA YETT FEMME NOVELL
2	12/17/2010 9:03	VS0000009904	ADRIANNA ELISHA YETT FEMME NOVELL
2	12/17/2010 9:03	VS0000009904	ADRIANNA ELISHA YETT FEMME NOVELL
1	12/6/2010 7:07	VS0000004329	AETNA
2	12/17/2010 9:03	VS0000004329	AETNA
1	12/6/2010 7:07	VS0000030691	AGING WITH DIGNITY, INC AGING WITH D
2	12/17/2010 9:03	VS0000030691	AGING WITH DIGNITY, INC AGING WITH D
1	12/6/2010 7:07	VS0000023708	AMEDISTAF LLC THE RIGHT SOLUTIONS
2	12/17/2010 9:03	VS0000023708	AMEDISTAF LLC THE RIGHT SOLUTIONS
1	12/6/2010 7:07	AUS8321800	AUSTIN CYCLING ASSOCIATION
2	12/17/2010 9:03	AUS8321800	AUSTIN CYCLING ASSOCIATION
1	12/6/2010 7:07	AUS8308110	AUSTIN HEALTH WORKS HARRIS, LISA O
2	12/17/2010 9:03	AUS8308110	AUSTIN HEALTH WORKS HARRIS, LISA O
1	12/6/2010 7:07		AMERICAN GLADIATOR
2	12/17/2010 9:03		AMERICAN GLADIATOR
1	12/6/2010 7:07		ANTHONY BROWN
2	12/17/2010 9:03		ANTHONY BROWN
1	12/6/2010 7:07		BALLET AUSTIN
2	12/17/2010 9:03		BALLET AUSTIN
1	12/6/2010 7:07		BEA LOVE YOGA
2	12/17/2010 9:03		BEA LOVE YOGA
1	12/6/2010 7:07		BLACK SWAN YOGA
2	12/17/2010 9:03		BLACK SWAN YOGA
1	12/6/2010 7:07		BREATH AND BODY YOGA
2	12/17/2010 9:03		BREATH AND BODY YOGA
1	12/6/2010 7:07		BRINKLEY TRAINING ADVANTAGE
2	12/17/2010 9:03		BRINKLEY TRAINING ADVANTAGE
1	12/6/2010 7:07	COM8310303	COMPREHENSIVE HEALTH SERVICES
2	12/17/2010 9:03	COM8310303	COMPREHENSIVE HEALTH SERVICES
1	12/6/2010 7:07		CASTLE HILL FITNESS
2	12/17/2010 9:03		CASTLE HILL FITNESS
1	12/6/2010 7:07	VS0000009010	DENTAL HEALTH MANAGEMENT SOLUTIC
1	12/6/2010 7:07	VS0000009010	DENTAL HEALTH MANAGEMENT SOLUTIC
2	12/17/2010 9:03	VS0000009010	DENTAL HEALTH MANAGEMENT SOLUTIC
2	12/17/2010 9:03	VS0000009010	DENTAL HEALTH MANAGEMENT SOLUTIC
1	12/6/2010 7:07	VS0000025412	ELEANOR HARRIS ELEANOR HARRIS WEI
2	12/17/2010 9:03	VS0000025412	ELEANOR HARRIS ELEANOR HARRIS WEI
1	12/6/2010 7:07	EXC8315771	EXCEL STAFFING INC (ESI) EXCEL STAFF
2	12/17/2010 9:03	EXC8315771	EXCEL STAFFING INC (ESI) EXCEL STAFF
1	12/6/2010 7:07		EASTSIDE YOGA
2	12/17/2010 9:03		EASTSIDE YOGA
1	12/6/2010 7:07	FIT8312909	FITNESS WHOLESALE FUTURE DYNAMIC
2	12/17/2010 9:03	FIT8312909	FITNESS WHOLESALE FUTURE DYNAMIC
1	12/6/2010 7:07	GRE7133985	GREATWORKS FITNESS
2	12/17/2010 9:03	GRE7133985	GREATWORKS FITNESS

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2	12/17/2010 9:03		GALLOWAY TRAINING
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1	12/6/2010 7:07	VS0000008319	HATTIE MAE HILL HATTIE'S CARE HOME
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1	12/6/2010 7:07		HILL COUNTRY RUNNING
2	12/17/2010 9:03		HILL COUNTRY RUNNING
1	12/6/2010 7:07	CAP8310049	J M POCARESSI-CAPOEIRA AUSTIN POCA
2	12/17/2010 9:03	CAP8310049	J M POCARESSI-CAPOEIRA AUSTIN POCA
1	12/6/2010 7:07	VS0000023710	JDF SOLUTIONS INC. JDF SOLUTIONS INC
2	12/17/2010 9:03	VS0000023710	JDF SOLUTIONS INC. JDF SOLUTIONS INC
1	12/6/2010 7:07	MOV8321017	JULIE WYLIE MOVIN' EAST
1	12/6/2010 7:07	MOV8321017	JULIE WYLIE MOVIN' EAST
2	12/17/2010 9:03	MOV8321017	JULIE WYLIE MOVIN' EAST
2	12/17/2010 9:03	MOV8321017	JULIE WYLIE MOVIN' EAST
1	12/6/2010 7:07		JOY MOVES
2	12/17/2010 9:03		JOY MOVES
2	12/17/2010 9:03		JULIE WYLIE
1	12/6/2010 7:07	VS0000020265	LIFE TIME FITNESS LIFE TIME FITNESS
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1	12/6/2010 7:07		LIFETIME FITNESS
2	12/17/2010 9:03		LIFETIME FITNESS
1	12/6/2010 7:07	VS0000023709	MANN STAFFING SERVICES LLC MANN ST
2	12/17/2010 9:03	VS0000023709	MANN STAFFING SERVICES LLC MANN ST
1	12/6/2010 7:07	PRO6120890	MEC ASSOCIATES OF AUSTIN LLP MEC A
2	12/17/2010 9:03	PRO6120890	MEC ASSOCIATES OF AUSTIN LLP MEC A
1	12/6/2010 7:07	VS0000027611	MEDICATION MANAGEMENT SOLUTIONS,
2	12/17/2010 9:03	VS0000027611	MEDICATION MANAGEMENT SOLUTIONS,
1	12/6/2010 7:07	MIS8317316	MISSION MOTIVATION MARTINEZ, VICTO
2	12/17/2010 9:03	MIS8317316	MISSION MOTIVATION MARTINEZ, VICTO
1	12/6/2010 7:07	CAR8318541	MONIQUE PENA JOHNSON CARIBBEAN FI
2	12/17/2010 9:03	CAR8318541	MONIQUE PENA JOHNSON CARIBBEAN FI
1	12/6/2010 7:07	NOR8318857	NORDIC TRACK ICON HEALTH & FITNESS
2	12/17/2010 9:03	NOR8318857	NORDIC TRACK ICON HEALTH & FITNESS
1	12/6/2010 7:07		OUT RIGHT FITNESS
2	12/17/2010 9:03		OUT RIGHT FITNESS
1	12/6/2010 7:07	PHO8314086	PHOENIX TRAINING LACKEY, AMBER

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1	12/6/2010 7:07	VS0000017337	PRO-CARE SPINE CENTER, LLC PRO-CAR
2	12/17/2010 9:03	VS0000017337	PRO-CARE SPINE CENTER, LLC PRO-CAR
1	12/6/2010 7:07		PATRICK GUY
2	12/17/2010 9:03		PATRICK GUY
1	12/6/2010 7:07		PURE AUSTIN
2	12/17/2010 9:03		PURE AUSTIN
1	12/6/2010 7:07	AUD8318306	RODRIGUEZ, AUDRA
2	12/17/2010 9:03	AUD8318306	RODRIGUEZ, AUDRA
1	12/6/2010 7:07		ROGUE RUNNING
2	12/17/2010 9:03		ROGUE RUNNING
1	12/6/2010 7:07		RUNTEX
2	12/17/2010 9:03		RUNTEX
1	12/6/2010 7:07	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
1	12/6/2010 7:07	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
1	12/6/2010 7:07	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
2	12/17/2010 9:03	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
2	12/17/2010 9:03	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
2	12/17/2010 9:03	COL6120025	ST DAVID'S HEALTHCARE PARTNERSHIP
2	12/17/2010 9:03	VS0000031660	STEVEN DONALD ROSS EAST SIDE YOGA
1	12/6/2010 7:07	VS0000013758	STRATEGIC PARTNERSHIPS, INC.
2	12/17/2010 9:03	VS0000013758	STRATEGIC PARTNERSHIPS, INC.
1	12/6/2010 7:07	CRS7112875	SUMMERS ENTERPRISES
1	12/6/2010 7:07	CRS7112875	SUMMERS ENTERPRISES
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2	12/17/2010 9:03	CRS7112875	SUMMERS ENTERPRISES
1	12/6/2010 7:07		SCULPTURE NUTRITION AND FITNESS
2	12/17/2010 9:03		SCULPTURE NUTRITION AND FITNESS
1	12/6/2010 7:07		STEPHANIE
2	12/17/2010 9:03		STEPHANIE
1	12/6/2010 7:07	TEX8321147	TEXAS ROUND-UP INC
2	12/17/2010 9:03	TEX8321147	TEXAS ROUND-UP INC
1	12/6/2010 7:07	VS0000019309	THE DOCTORS CENTER HEALTH SERVIC
2	12/17/2010 9:03	VS0000019309	THE DOCTORS CENTER HEALTH SERVIC
1	12/6/2010 7:07		USA FIT AUSTIN
2	12/17/2010 9:03		USA FIT AUSTIN
1	12/6/2010 7:07		UT GREGORY GYM
2	12/17/2010 9:03		UT GREGORY GYM
1	12/6/2010 7:07	VEN8319595	VENTANA DEL SOUL
1	12/6/2010 7:07	VEN8319595	VENTANA DEL SOUL
2	12/17/2010 9:03	VEN8319595	VENTANA DEL SOUL
2	12/17/2010 9:03	VEN8319595	VENTANA DEL SOUL
1	12/6/2010 7:07		YMCA
2	12/17/2010 9:03		YMCA
1	12/6/2010 7:07	VS0000027346	YMCA OF AUSTIN YMCA OF AUSTIN
1	12/6/2010 7:07	VS0000027346	YMCA OF AUSTIN YMCA OF AUSTIN
2	12/17/2010 9:03	VS0000027346	YMCA OF AUSTIN YMCA OF AUSTIN
2	12/17/2010 9:03	VS0000027346	YMCA OF AUSTIN YMCA OF AUSTIN
1	12/6/2010 7:07	VS0000026900	YZ & ASSOCIATES, LLC PROSPERITY HEA
1	12/6/2010 7:07	VS0000026900	YZ & ASSOCIATES, LLC PROSPERITY HEA
2	12/17/2010 9:03	VS0000026900	YZ & ASSOCIATES, LLC PROSPERITY HEA
2	12/17/2010 9:03	VS0000026900	YZ & ASSOCIATES, LLC PROSPERITY HEA

1	12/6/2010 7:07	YOGA YOGA
2	12/17/2010 9:03	YOGA YOGA

Email / Phone	Cert Type
SWBETTERBODIES@YAHOO.COM	
SWBETTERBODIES@YAHOO.COM	
FEMMENOVELLE@GMAIL.COM	
DWIGHT@FEMMENOVELLE.COM	
FEMMENOVELLE@GMAIL.COM	
DWIGHT@FEMMENOVELLE.COM	
HEERWAGENL@AETNA.COM	
HEERWAGENL@AETNA.COM	
M.PEARSON@AGINGWITHDIGNITY.ORG	
M.PEARSON@AGINGWITHDIGNITY.ORG	
CONTRACTS@THERIGHTSOLUTIONS.COM	
CONTRACTS@THERIGHTSOLUTIONS.COM	
STAFF@AUSTINCYCLING.ORG	
STAFF@AUSTINCYCLING.ORG	
LHARRIS638@HOTMAIL.COM	WDB
LHARRIS636@HOTMAIL.COM	WDB
CONTENDER@CAMPGLADIATOR.COM	
CONTENDER@CAMPGLADIATOR.COM	
AB.ANTHONYBROWN@GMAIL.COM	
AB.ANTHONYBROWN@GMAIL.COM	
VICKI.PARSONS@BALLETAUSTIN.ORG	
VICKI.PARSONS@BALLETAUSTIN.ORG	
BRANDY@BEALOVEYOGA.COM	
BRANDY@BEALOVEYOGA.COM	
HELLO@BLACKSWANYOGA.COM	
HELLO@BLACKSWANYOGA.COM	
DESIREA@BREATHANDBODYYOGA.COM	
DESIREA@BREATHANDBODYYOGA.COM	
LILMONKEYJUMPS@MAC.COM	
LILMONKEYJUMPS@MAC.COM	
JHESKETH@CHSMEDICAL.COM	
JHESKETH@CHSMEDICAL.COM	
STEFANIA@CASTLEHILLFITNESS.COM	
STEFANIA@CASTLEHILLFITNESS.COM	
STAFFING@USDENTALSOLUTIONS.COM	WB
JBURGE@USDENTALSOLUTIONS.COM	WB
STAFFING@USDENTALSOLUTIONS.COM	WB
JBURGE@USDENTALSOLUTIONS.COM	WB
ELEANORHARRISYOGA@GMAIL.COM	
ELEANORHARRISYOGA@GMAIL.COM	
K.ELAHI@4ESI.COM	
K.ELAHI@4ESI.COM	
EASTYOGA@GMAIL.COM	
EASTYOGA@GMAIL.COM	
ANITA@FWONLINE.COM	
ANITA@FWONLINE.COM	
WIN@GREATWORKSFITNESS.COM	
WIN@GREATWORKSFITNESS.COM	

CARLSONWILL@PRODIGY.NET
 CARLSONWILL@PRODIGY.NET
 HUGHES.DAVID@HEB.COM
 HUGHES.DAVID@HEB.COM
 HATTIEHILL1962@YAHOO.COM MWB
 HATTIEHILL@YAHOO.COM MWB
 HATTIEHILL1962@YAHOO.COM MWB
 HATTIEHILL@YAHOO.COM MWB
 LISADANIELSON@AUSTIN.RR.COM WDB
 LISA@HEALTHANDLIFESTYLES.COM WDB
 LISA@HEALTHANDLIFESTYLES.COM WDB
 LISADANIELSON@AUSTIN.RR.COM WDB
 KK.HARRIS@MAIL.UTEXAS.EDU
 KK.HARRIS@MAIL.UTEXAS.EDU
 MELISSA.PAYNE@BRIDGEWAYMEDICAL.COM
 MELISSA.PAYNE@BRIDGEWAYMEDICAL.COM
 JHART@BENEFITSDESIGN.COM
 JHART@BENEFITSDESIGN.COM
 HEATBOOTCAMP@YAHOO.COM
 HEATBOOTCAMP@YAHOO.COM
 JAMIE@HILLCOUNTRYRUNNINGCOMPANY.COM
 JAMIE@HILLCOUNTRYRUNNINGCOMPANY.COM
 POCAMARCE@HOTMAIL.COM
 POCAMARCE@HOTMAIL.COM
 AROB@JDFSTAFFING.COM
 AROB@JDFSTAFFING.COM
 JULIEWYLIE@EARTHLINK.NET
 MOVINEASTNIA@YAHOO.COM
 JULIEWYLIE@EARTHLINK.NET
 MOVINEASTNIA@YAHOO.COM
 INFO@JOYMOVES.COM
 INFO@JOYMOVES.COM
 JULIEWYLIE@EARTHLINK.NET
 JLUNDGREN@LIFETIMEFITNESS.COM
 JLUNDGREN@LIFETIMEFITNESS.COM
 TPETERSON@LIFETIMEFITNESS.COM
 TPETERSON@LIFETIMEFITNESS.COM
 AMANDAR@MANNSTAFFING.COM
 AMANDAR@MANNSTAFFING.COM
 CLIENTSERVICES@PROMEDAUSTIN.COM
 CLIENTSERVICES@PROMEDAUSTIN.COM
 SHANAE_RILEY@MMSPHARMACIST.COM MWB
 SHANAE_RILEY@MMSPHARMACIST.COM MWB
 MISSION_MOTIVATION@YAHOO.COM
 MISSION_MOTIVATION@YAHOO.COM
 MJOHNSON121@AUSTIN.RR.COM NC
 MJOHNSON121@AUSTIN.RR.COM NC
 NT929@NORDICTRACK.COM
 NT929@NORDICTRACK.COM
 DAVID@OUTRIGHTFITNESS.COM
 DAVID@OUTRIGHTFITNESS.COM
 AMBERBLY@YAHOO.COM

AMBERBLY@YAHOO.COM
BRENT@PROCARESPINE.COM
BRENT@PROCARESPINE.COM
PATRICKGUY@SBCGLOBAL.NET
PATRICKGUY@SBCGLOBAL.NET
SHIRLEY@PUREAUSTIN.COM
SHIRLEY@PUREAUSTIN.COM
AUDRA1308@YAHOO.COM
AUDRA1308@YAHOO.COM
CAROLYN@ROGUERUNNING.COM
CAROLYN@ROGUERUNNING.COM
PAUL@RUNTEX.COM
PAUL@RUNTEX.COM
JULIE.JONES2@STDAVIDS.COM
BRYAN.SHEPHERD@STDAVIDS.COM
JULIE.JONES2@STDAVIDS.COM
JULIE.JONES2@STDAVIDS.COM
BRYAN.SHEPHERD@STDAVIDS.COM
JULIE.JONES2@STDAVIDS.COM
EASTSIDEYOGA@GMAIL.COM
TXBIDS@SPARTNERSHIPS.COM
TXBIDS@SPARTNERSHIPS.COM
TRIGUY@WWDB.ORG
CSUMMERS@WWDB.ORG
TRIGUY@WWDB.ORG
CSUMMERS@WWDB.ORG
YANCYCULP@SCULPTURETEXAS.COM
YANCYCULP@SCULPTURETEXAS.COM
LUCHAIR@YAHOO.COM
LUCHAIR@YAHOO.COM
MMCCARTT@AUSTIN.RR.COM
MMCCARTT@AUSTIN.RR.COM
PHASSAN@THEDOCTORSCENTER.COM
PHASSAN@THEDOCTORSCENTER.COM
INFO@AUSTINFIT.COM
INFO@AUSTINFIT.COM
SARAHJORDAN@MAIL.UTEXAS.EDU
SARAHJORDAN@MAIL.UTEXAS.EDU
VENTANAEVENTS@YAHOO.COM
FLEMING@VENTANADELSOUL.ORG
VENTANAEVENTS@YAHOO.COM
FLEMING@VENTANADELSOUL.ORG
STEVEN.BOYD@AUSTINYMCA.ORG
STEVEN.BOYD@AUSTINYMCA.ORG
THOM.PARKER@AUSTINYMCA.ORG
STEVEN.BOYD@AUSTINYMCA.ORG
THOM.PARKER@AUSTINYMCA.ORG
STEVEN.BOYD@AUSTINYMCA.ORG
ANDY.RAMIREZ@RZAUSTIN.COM MB
HAPERSONALTRAINING@GMAIL.COM MB
ANDY.RAMIREZ@RZAUSTIN.COM MB
HAPERSONALTRAINING@GMAIL.COM MB

LESLEYC@YOGAYOGA.COM
LESLEYC@YOGAYOGA.COM

B. SOLICITATION SERVICES AND SYSTEMS

1. JSD0200

YOGA INSTRUCTION (IFB, BEST VALUE). A Vendor Conf will be held at Municipal Bldg, 3rd FLR at 11:00A on 12/15/2010. Offers **due prior to** 2:00P on 12/29/2010.

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet

SOLICITATION NO: JSD0200

COMMODITY/SERVICE DESCRIPTION: Yoga Program

DATE ISSUED: 12/6/2010

PRE-BID CONFERENCE TIME AND DATE: 11:00 am to 12:00 pm on 12/15/2010

REQUISITION NO.: RQM 5800 10110400038

COMMODITY CODE: 94873

LOCATION: Municipal Building, 124 W. 8th St.
3rd Floor conf. room,
Austin, TX 78767

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 2:00 pm on 12/29/2010

Jeff Dilbert

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:00 pm on 12/29/2010

Buyer II

Phone: (512) 974-2651

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	7
0600	BID SHEET	1
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	1
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	n/a
0830	BUY AMERICAN ACT CERTIFICATE	n/a
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	n/a
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Section 0600 Best Value Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB-BV JSD0200 YOGA PROGRAM**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office NLT 2:00 PM ON 12/16/2010

2. **PRE-BID CONFERENCE** A Pre-Bid Conference is scheduled for December 15, 2010 at 11:00 am at the following location:

Municipal Building
124 W 8th St. RM 310
Austin, TX 787011

3. **INSURANCE**. Insurance is required for this solicitation.

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

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

City of Austin Purchasing Office
Attn: Jeff Dilbert – IFB-BV JSD0200
P. O. Box 1088
Austin, Texas 78767

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

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

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- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

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4. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 12 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.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 48 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Accounts Payable
Address	One Texas Center 508 Barton Springs Road STE 600
City, State Zip Code	Austin, TX 78704-1245

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

6. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may

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stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

8. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

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- ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
10. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with

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the City.

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

11. CONTRACT MANAGER

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

Sheree Bailey

974-9777

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

**CITY OF AUSTIN
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SCOPE OF WORK
SOLICITATION NO. JSD0200
YOGA INSTRUCTION**

1.0 PURPOSE

The City of Austin, hereinafter referred to as the City, seeks responses from bidders qualified and experienced to provide yoga instruction as part of a comprehensive worksite wellness program.

2.0 BACKGROUND

- 2.1 The City employs 10,955 employees in locations throughout the Austin area. The City provides employees access to a wide variety of wellness programs, including group exercise. The City's Human Resources Department, Employee Benefits Division Wellness team administers the programs. The City partners with outside vendors to provide instructors as needed for the group exercise programs.
- 2.2 Group exercise programs are one of the key components of the City wellness program and are designed to enhance participant's cardiovascular health, flexibility and strength. Group exercise programs including yoga, primarily target beginners, those just starting to exercise.
- 2.3 Approximately 1,100 employees participate in various group exercise programs, which is called the PE Program, on an annual basis with the majority of classes being offered in a 12-week session in the spring and a 12-week session in the fall. Yoga is one of several types of programs offered for employees. Classes may be held onsite at a City facility or at the Vendor's yoga studio.
- 2.4 Wellness Captains
 - All yoga classes are supported by City employee class captains who track attendance, support the class instructor, and encourage and motivate participants. Captains will be available to support the instructor and will assist as follows:
 - 2.4.1 Arrive to class at least 10 minutes early to check-in participants.
 - 2.4.2 Obtain from each participant a signed waiver as agreed upon between the Vendor and the City.
 - 2.4.3 Keep open communication with the designated instructor throughout the session to ensure participants have the best possible experience.
 - 2.4.4 Serve as the primary point of contact for the class.
- 2.5 A yoga studio is defined as a business with facilities to hold yoga classes. Facilities should offer memberships or class passes to participate in yoga classes .

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PURCHASING OFFICE
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YOGA INSTRUCTION**

3.0 SCOPE OF WORK

3.1 Objectives

Through this solicitation, the City may be contracting with an outside vendor to provide yoga classes starting the end of January 2011. The City would prefer to contract with one bidder, but may contract with more than one. The initial term of each contract will be one 12-month period with three 12-month extension options.

3.2 Minimum requirements for Group Exercise Program:

3.2.1 Class format

3.2.1.1 Classes will be conducted primarily onsite at City of Austin worksites but can also be held at the Vendor's yoga studio or a designated location agreed on by the City and the vendor.

3.2.1.2 Yoga group exercise classes will be offered in a 12-week session.

3.2.1.3 Classes must be 60 minutes long and meet once a week, during the work week Monday – Friday.

3.2.1.4 Classes must be scheduled at times convenient for participants including before work, during lunch or after work and ranging from 6 a.m. to 7 p.m. as agreed upon with the City.

3.2.1.5 Instruction must be offered in a variety of yoga styles including but not exclusive to gentle yoga, hatha flow or vinyasa.

3.2.1.6 Class intensity must be progressive, starting at a level appropriate for beginners and building each week.

3.2.1.7 Classes will include a minimum of 15 participants and up to 35 participants based on class type and location.

3.2.1.8 Classes must not include individuals other than registered City participants.

3.2.2 Instructor Qualifications and Requirements

3.2.2.1 Must have attained a minimum of 200 hours of yoga teacher training that meets Yoga Alliance standards. Also have current CPR certification.

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YOGA INSTRUCTION**

3.2.2.2 Must have at least two years of experience teaching yoga that included an average of two classes per week.

3.2.2.3 Must be able to teach to a variety of physical abilities and ages.

3.2.2.4 Must be available to teach at a wide variety of City worksites is preferred; OR instructor may propose providing the class at a non-City location, but class must be open only to City participants.

3.2.2.5 Shall designate a qualified substitute instructor in the event that the instructor is not able to attend class. The vendor will notify the assigned PE Captain at least two weeks prior to class date for planned absences such as vacation.

3.2.3 Instructor Performance

3.2.3.1 Must come to class with a workout designed for beginners, as well as enhancements for intermediate level participants.

3.2.3.2 Must provide an encouraging and enjoyable environment to ensure a positive experience for participants.

3.2.3.3 Must arrive at least 10 minutes before the class start time and begin and end the class as scheduled.

3.2.3.4 Must ensure confidentiality of participants' personal and health-related information.

3.2.3.5 Must not solicit participants for other vendor services, whether at City locations or the vendors' place of business.

3.2.3.6 In the event that instructor has two or more unexplained absences or more than two late arrivals during a session, the City may require an instructor be replaced.

3.2.4 Program Scheduling

3.2.4.1 The City will contact the successful Bidder 45 days prior to the beginning of a session, with the exception of the first session in January 2011, to discuss and agree on the schedule for that session.

3.2.4.2 The final schedule will be sent to the Vendor in writing and include the start and end dates of the session, as well as any scheduled holidays.

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3.2.4.3 Vendor must provide instructor name and contact information at least one month prior to the start of a class session with the exception of the first session in January 2011.

3.2.4.4 Vendor must meet with the City at least three times a year, as agreed on by the City and the Vendor, to plan and discuss program issues, scheduling, training, and instructor performance.

3.2.4.5 Vendor must monitor and evaluate instructors and class content throughout a session.

3.2.5 Wellness Captains Training

3.2.5.1 Vendor must provide up to six yoga demonstration sessions per year to be held at a City location. These demonstrations will be offered at employee health fairs or for PE Captain training sessions. The demonstrations will include an overview of the benefits of yoga practice as well as a chance for employees to participate in a 10 to 15 minute class.

3.2.6 Vendor's Facility and Location (if applicable)

3.2.6.1 If classes are conducted at a non-City facility, participants will identify themselves upon entering the facility by showing a City of Austin photo identification badge or some of other form of identification deemed acceptable by the City and the Vendor.

3.2.6.2 Facility shall be in good condition, clean and well maintained.

3.2.6.3 Provide ample free parking.

3.2.6.4 Located within a five mile radius of downtown Austin (505 Barton Springs Rd.)

3.3 Cost and Invoicing Requirements

3.3.1 The Bidder agrees that all costs for requirements listed in this solicitation, will be included as part of the Proposer's fee; and inclusive of labor, materials, supplies, printing, travel; and all costs and fees including administrative burden for providing yoga.

3.3.2 Successful Vendor shall not change the program services for the term of this agreement without written prior City approval.

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- 3.3.3 Rates are based by class, not the number of participants.
- 3.3.4 The City will not pay for classes cancelled due to planned holidays.
- 3.3.5 The City reserves the right to cancel programs that have been agreed on and placed on the schedule due to either budget limitations or if they do not reach capacity after registration closes at the end of the first week of classes.
- 3.3.6 Billing invoices shall be provided monthly or during the last week of each session and formatted to meet the City's Purchasing requirements and should reflect on a per instructor basis, the number of classes attended, the session length, the program type and the location. The contractor shall invoice the City only for the classes taught.
- 3.3.7 See Section 0600 Cost Sheet

Yoga Group Exercise Program

Proposer shall provide quote based on a fixed rate for a 12-class session.

4.0 PERFORMANCE GUARANTEES

At a minimum, the following Performance Standards may be required:

- 4.1 The City will conduct a survey of employees participating in the program. Vendor will achieve an 80% or better satisfaction rating. Failure to meet this measure will result in liquidated damages of 5% of the total annual contract amount.
- 4.2 Instructors will arrive to class at least 10 minutes prior to specified start time. Vendor's failure to meet this measure for 9 of the 12 classes (3 late occurrences) in a session, will result in liquidated damages of 5% of the total annual contract amount.

5.0 BID SUBMITTAL

- 5.1 It is important to understand that all responses shall be submitted in the following format. Responses that do not follow the format listed below may be considered incomplete and non-responsive.
 - 5.1.1 Submit one original, plus five copies of the proposal.
 - 5.1.2 Original response must contain original signatures.
 - 5.1.3 Responses must be typed, on standard paper, have consecutively numbered pages and follow format and information sequence below (Section 6.0).

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5.1.4 Provide all details in the response as required in the Scope of Work and any additional information you deem necessary to evaluate your response.

6.0 RESPONSE FORMAT

6.1 Tab 1- Business Organization

6.1.1 State full name and address of your organization and identify parent company if you are a subsidiary.

6.1.2 Indicate whether you operate as a partnership, corporation, or individual.

6.1.3 Indicate subcontractors which will be used on this contract.

6.2 Tab 2 – Scope of Work

6.2.1 Yoga Group Exercise Program – provide a brief work plan proposed as stated in the Scope of Work, Section 3.2.

6.2.1.1 Describe your ability to perform minimum operational requirements for each component listed in this section and described above in the Scope of Work including the following:

- 6.2.1.1.1 Class format
- 6.2.1.1.2 Instructor qualifications and requirements
- 6.2.1.1.3 Instructor performance
- 6.2.1.1.4 Program Scheduling
- 6.2.1.1.5 Wellness Captains Training
- 6.2.1.1.6 Vendor's Facility and Location

6.2.2 Provide details, photographs or other documentation to assist in the evaluation of this portion of your bid response.

6.2.3 Provide copies of professional certificates along with a resume for instructors.

6.3 Tab 3 – Cost Sheet Section 0600

Complete, sign and return the attached Cost Sheet Section 0600.

6.4 Tab 4 – Authorized Contact

Provide the name, title, mailing address, e-mail address, and telephone number for your authorized contact.

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7.0 EVALUATION CRITERIA

All bids will be evaluated based on the following criteria and ranking:
Possible 100 points

- 7.1 Business Organization 20 points
- Experience and longevity of the organization
 - Experience and qualifications of personnel
 - Number of experienced and qualified personnel
 - Capability to service multiple locations
 - References
- 7.2 Scope of Work 30 points
- Responsiveness to minimum operational requirements
 - Ability to provide service
 - Ability to provide additional or alternative optional services
 - Ability to meet scheduling obligations
 - Adherence to response format
- 7.3 Cost 50 points
- 7.4 Interviews
- Interviews and facility tours may be conducted at the discretion of the City.
Maximum of 25 points.

**CITY OF AUSTIN
BID SHEET
YOGA INSTRUCTION**

BID NO. JSD0200
RX NO. RQM 5800 10110400038
CLOSING DATE & TIME: 12/29/10 @ 2:00 PM
BUYER: Jeff Dilbert

Rates should be based on a 60 minute class.
Rates are not dependent on the number of participants or utilization.

2011 - Base Year 12 Week Session	2012 - Option 1 12 Week Session	2013- Option 2 12 Week Session	2014- Option 3 12 Week Session
Rate per class \$_____	Rate per class \$_____	Rate per class \$_____	Rate per class \$_____
(# of classes) x 12_____	(# of classes) x 12_____	(# of classes) x 12_____	(# of classes) x 12_____
Total Cost _____	Total Cost _____	Total Cost _____	Total Cost _____
GRAND TOTAL _____			

As per section 0500 – Scope of Work, all bids will be evaluated based on the following criteria: Business Organization 20 points, Scope of Work 30 points and cost 50 points. Optional interviews may be conducted for a maximum of 25 additional points.

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

**CITY OF AUSTIN
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REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: JSD0200

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NONDISCRIMINATION CERTIFICATION
SOLICITATION NO. JSD0200

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

- (1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).
- (2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rate of pay or other form 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 City setting forth the provisions of this chapter.
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen 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.

Please check one of the following:

- ☐ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- ☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:

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

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

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

Sanctions:

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

Contractor's Name: _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title: _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. JSD0200

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: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0200
FOR
YOGA INSTRUCTION**

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION

(Please duplicate as needed)

SOLICITATION NO. JSD0200

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: JSD0200	Description of Services: YOGA INSTRUCTION
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0200

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____ Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: JSD0200

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE:

DESCRIPTION:

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



INVITATION FOR BID BEST VALUE (IFB-BV) ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Yoga Program
JSD0200 ADDENDUM NO. 1
DATE OF ADDENDUM 12/16/2010

This Invitation for Bid-Best Value is hereby amended to incorporate the following:

1. Pre-Bid Conference sign-in sheet is attached to this addendum.
2. The Pre-Bid Conference for JSD0200 questions and answers and any additional written questions received and the answers thereto are listed below.

Q: Should the vendor submit copies of instructor credentials with the bid?

A: Yes

Q: What is the time commitment for the Captains' Training and Demos?

A: The City will work with the vendor on the final requirement but we anticipate several 15-minute demonstrations for the PE Captains as well as at the Health Fairs (which are scheduled for March 10 and Sept. 15) totaling 4 or 6 hours total time.

Q: Is the bid based on one class?

A: Yes

Q: How many Captain training sessions are required and how many Health Fairs?

A: One Captain training session, and two Health Fairs

Q: The City requires 2-3 meetings annually to assess the programs status, are these meetings included in the class schedule or are they in addition to the classes?

A: The meetings are in addition to the classes; however, they will be very informal and may even be a simple phone call.

Q: The City states that they intend to hold four classes but the number may change throughout the year, how do we bid on that?

A: Follow the format provided on the Bid Sheet and fill in the rate for one class multiplied by the number of classes (12) to arrive at the total cost.

3. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

_____	_____	_____
BIDDER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN,
PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO
SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
PROPOSAL.

**REQUISITION**

RQS CITY MULTI

PAGE NO: 1

REFERENCE NUMBER: RQM 5800 10110400038

P.O DATE: 11/04/10

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OSEE COMMODITY LINE FOR
SHIP TO INFORMATION**Requestor:** Karen Espinoza, 974-3293
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
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1

Commodity: 94873 Physical Fitness Programs

\$.00

\$.00

Ship To: Human Resources Department
ONE TEXAS CENTER
505 BARTON SPRINGS RD STE 600
Austin TX 78704-1245**Order Total: \$** .00**VENDOR INSTRUCTIONS:**

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date



City of Austin

Financial and Administrative Services Department

Purchasing Office

P. O. Box 1088, Austin, TX 78767

(512) 974-2500

January 7, 2011

RE: Recommendation for and Award of "Yoga Instruction"

Invitation for bid Best Value No. JSD0200

Dear Bidder:

The above City of Austin requirement has been recommended for and will be awarded to East Side Yoga. I am enclosing the evaluation matrix for your review.

Thank you for submitting your bid and for your interest in doing business with the City of Austin. Should you have any questions, my number is (512) 974-2651.

Sincerely,

Jeff Dilbert, CPSM, CPSD, C.P.M., A.P.P.

Buyer II

Purchasing Office

Finance & Administrative Services Department

Enclosure: Evaluation Matrix

jsd

EVALUATION MATRIX - YOGA INSTRUCTION

INVITATION FOR BID BEST VALUE

JSD0200

East Side Yoga

Bea Love Yoga

Austin, TX

Austin, TX

1. Business Organization

Experience and longevity of the organization
Experience and qualifications of personnel
Number of experienced and qualified personnel
Capability to service multiple locations
References (20 points)

19.5

16.3

2. Scope of Work

Responsiveness to minimum operational requirements
Ability to provide service
Ability to provide additional or alternative optional services
Ability to meet scheduling obligations
Adherence to response format (30 points)

29.0

21.8

3. Cost

(50 points)

50.0

37.1

SUB-TOTAL

98.5

75.1

Interview -Optional Interviews and facility tours may be conducted at the discretion of the City (25 points)

0.0

0.0

TOTAL POINTS

98.5

75.1