

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
AUSTIN CITY GIFT BASKETS, LLC (“Contractor”)
for
AUSTIN CONVENTION CENTER GIFT BASKETS
MA 8200 GA190000072**

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 AUSTIN CITY GIFT BASKETS, LLC having offices at 9700 Beauchamp Square, Austin, TX 78729 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 8200 DTB061819REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, RFQ 8200 DTB061819REBID including all documents incorporated by reference
- 1.1.3 Austin City gift Baskets Offer, dated July 10, 2019, including subsequent clarifications listed as attachment “A”

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 listed as attachment “A”.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City’s sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 36-month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$120,000 for the initial Contract term and \$40,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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

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

AUSTIN CITY GIFT BASKETS

CITY OF AUSTIN

Laura Brown

Printed Name of Authorized Person



Signature

Owner, Austin City Gift Baskets

Title:

9/1/2019

Date:

DeJuan Brown

Printed Name of Authorized Person



Signature

Procurement Specialist II

Title:

9/04/2019

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR QUOTE (RFQ) OFFER SHEET

SOLICITATION NO: RFQ 8200 DTB061819
DATE ISSUED: 06/18/2019

COMMODITY/SERVICE DESCRIPTION: GIFT BASKETS

REQUISITION NO.: 19010800199

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 03743

LOCATION: N/A

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

RESPONSES DUE PRIOR TO: 07/01/2019 at 2:00PM

DEJUAN BROWN
PROCUREMENT SPECIALIST II

Phone: (512) 974-2670
E-Mail: DeJuan.Brown@austintexas.gov

Sarah Ramos
PROCUREMENT SPECIALIST II

Phone: (512) 974-2554
E-Mail: Sarah.Ramos@austintexas.gov

SUBMIT YOUR QUOTE VIA EMAIL:

DEJUAN.BROWN@AUSTINTEXAS.GOV

**THE VENDOR AGREES, IF THIS OFFER IS ACCEPTED WITHIN 90 CALENDAR DAYS
AFTER THE DUE DATE, TO FULLY COMPLY IN STRICT ACCORDANCE WITH THE
SOLICITATION, SPECIFICATIONS AND PROVISIONS ATTACHED THERETO FOR THE
AMOUNTS SHOWN ON THE ACCOMPANYING OFFER.**

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

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

| SECTION NO. | TITLE | PAGES |
|--------------------|---|--------------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 8 |
| 0500 | SCOPE OF WORK WITH ATTACHMENTS | 9 |
| 0600 | PROPOSAL PREPARATION INTRUCTIONS | 3 |
| 0610 | BID SHEET – Must be completed and submitted with the offer | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 1 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0835 | NON RESIDENT BIDDER PROVISION – Complete and Return | 1 |

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

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

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The

Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Austin City Gift Baskets

Company Address: 9700 Beauchamp Square

City, State, Zip: Austin, Texas 78729

Vendor Registration No. V00000960950

Printed Name of Officer or Authorized Representative: Laura L. Brown

Title: Owner

Signature of Officer or Authorized Representative: Laura L. Brown

Date: 7/10/2019

Email Address: lauraleebrown@live.com

Phone Number: 512-789-5377

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

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

All requests for explanations or clarifications must be submitted in writing to DeJuan Brown via e-mail at DeJuan.Brown@austintexas.gov, no later than five business days before the solicitation close date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

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 be mailed to the following address:

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

OR

PURInsuranceCompliance@austintexas.gov

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

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

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- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to make all deliveries.

- 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.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

6. **DELIVERY REQUIREMENTS:**

| Location: | Days: |
|---|--|
| Austin Convention Center – Administrative Office 500 East Cesar Chavez Street Austin, Texas 78701 | Monday through Friday (except City Holidays) 9:00am to noon (CST) and 1:00pm to 4:00pm (CST) |
| Palmer Events Center – Administrative Office 900 Barton Springs Road Austin, Texas 78704 | Monday through Friday (except City Holidays) 9:00am to noon (CST) and 1:00pm to 4:00pm (CST) |

- A. Delivery shall be made within 2 business days after the order is placed or by a date and time specified by the Contract Manager or designee (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, an itemized invoice including the item name, item cost, item quantity, fees and percent markup or discount charged (if applicable)
- C. The Contractor shall confirm with the City representative who placed the order, within two hours of receipt, that the gift basket order was received.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

| | |
|----------------------|--|
| | City of Austin |
| Department | Austin Convention Center Department |
| Attn: | Accounts Payable |
| Address | 500 East Cesar Chavez |
| City, State Zip Code | Austin, Texas 78701 |
| E-mail | ACCD.AcctsPayable@austintexas.gov |

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

8. **RESTOCKING FEES:**

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- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. SAMPLES – REPRESENTATIVE:

- A. The City may elect to require a representative sample basket which is similar in scope and size to this project from the recommended vendor. This sample shall be provided by the closing date of the bid. The representative sample shall reflect the following:
- B. Send samples to the City at the following address:

| | |
|----------------------|--|
| City of Austin | |
| Department | Purchasing Office |
| Address | 124 West 8 th Street, Ste 310 |
| City, State Zip Code | Austin, TX 78701 |
| Attn: | DeJuan Brown for RFQ 8200 DTB06102019 |

- C. The Offeror must also submit with the sample a statement from the manufacturer(s) that guarantees the goods are manufactured in accordance with the City specifications. Failure to do so may subject the Offer to disqualification from consideration for award.

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- D. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- F. Samples that are not awarded will be available for pick up for three days post award, if not picked up in the allotted time it will be donated, or discarded.
- G. Samples will be evaluated or tested as follows:

At a minimum the representative sample shall reflect the requirements listed in the Scope of Work, Section 0500

11. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

12. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

**CITY OF AUSTIN
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- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

13. ACCD CONTRACTOR OR SUBCONTRACTOR ACCESS REQUIREMENTS:

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.

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- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

14. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply.

| |
|-------------------------------------|
| Weight % or \$ of Base Price: 100% |
| Database Name: Producer Price Index |

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| | |
|---|--|
| Series ID: PCU4532204532201 | |
| <input checked="checked" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: N/A | |
| Description of Series ID: Gift, novelty, and souvenir store services | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All | |

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

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

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

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **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:

Faith Ward

Phone: 512-404-4210

Email: Faith.Ward@austintexas.gov

**CITY OF AUSTIN
SCOPE OF WORK
FOR
GIFT BASKETS**

1. PURPOSE

- 1.1. The City of Austin ("City") seeks to establish a contract with a qualified vendor ("Contractor") to provide gift baskets for select Austin Convention Center Department (ACCD) clients on an as-needed basis. ACCD utilizes the gift baskets in appreciation of ACCD clients while promoting Austin, Texas as a destination city.
- 1.2. This Contract will support the Austin Convention Center Department (ACCD) facility operations including Palmer Events Center (PEC) and the Austin Convention Center (ACC). The City reserves the right to increase or decrease quantities, as necessary.
- 1.3. City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

2. BACKGROUND

- 2.1. ACCD provided gift baskets are a physical extension of our verbal, written and demonstrated gratitude upon a client's arrival to the building. These Gift Baskets offer them a hospitable warm greeting and often holds them and their staff over when they are pushing beyond meal times or working late and need a quick snack. It has always been a greatly appreciated offering the clients look forward to year over year, and often a differentiator in the market amongst other venues who do not offer this same level of service and thanks. The annual estimated quantity in Section 0610 includes baskets for PEC and ACC. Historically, ACCD has received gift baskets containing thirty-five to fifty items, depending on the recipient. Attachments A and B depicts examples of baskets currently offered to clients that are both visually appealing and which offer a variety of desirable and useful goods ACCD currently provides to its clients. The successful vendor will need to attempt to meet or exceed this standard.

3. GIFT BASKET AND PACKAGING REQUIREMENTS

- 3.1. The Contractor shall provide gift baskets conforming to the following requirements:
 - 3.1.1. Brown wicker basket with approximately 18" circumference opening.
 - 3.1.2. Item filled basket wrapped in clear cellophane wrap and sealed with a blue, green or white ribbon.

4. BASKET CONTENT REQUIREMENTS

- 4.1. The Contractor shall provide customized gift baskets conforming to the following minimum requirements:
 - 4.1.1. The Contractor's basket shall contain no fewer than thirty-five assorted items such as snacks, drinks, health or beauty items or gifts ("items"). The basket shall not be included in the item count.
 - 4.1.1.1. Total cost for all basket contents shall not equal more or less than the bid amount unless approved in writing from the Contract Manager or designee.
 - 4.1.1.2. These items may include, but are not limited to, Chapstick, Band-Aids, granola bars, energy bars, fruit strips, chips, crackers, nuts, water, coffee, energy drinks, chocolate, gum, hand sanitizer, popcorn, face cleansing towelettes.
- 4.2. Preference will be given to a Contractor who can provide baskets containing twenty-five percent (25%) of the basket's value or six items, whichever is greater that are locally sourced items from the Austin area or shall be Austin and/or Texas-themed gifts, novelties and oddities that promote Austin, Texas as a destination city.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
GIFT BASKETS**

- 4.3. The Contract Manager reserves the right to specifically select, in writing, items to be included in each gift basket. This includes the selection of seasonal and premium items.
- 4.4. The Contractor shall provide a comprehensive list of available items from which the Contract Manager or designee may elect from at no additional cost to the City. The Contractor shall submit the comprehensive list of available items with their bid. The list of available items shall include items that follow specific dietary preferences including, but not limited to, diabetic, paleo, keto, gluten free.
- 4.5. The Contractor shall provide alternative product lists for premium or seasonal items. In order for the City to purchase items off the alternative list, the Contractor shall provide a percent markup or discount on Section 0610: Bid Sheet. The Contractor shall submit the alternative product price list(s) upon which the discounts or markups are based on the bid sheet with their quote or within five (5) business days of request by the Contract Manager or designee.
- 4.6. The Contractor's comprehensive list of available items shall not be reduced in quantity by more than fifty percent at any given time throughout the contract term.
- 4.7. The Contractor may submit, in writing to the Contract Manager or designee, an updated comprehensive list of available items and/or an updated alternative product list on the first of each month. All list updates (additions and deletions) are subject to Contract Manager or designee review and approval.
- 4.8. Under no circumstances shall the Contractor invoice the City for items not requested or approved, in writing, by the Contract Manager or designee.
- 4.9. The Contractor shall not include the following items in the gift baskets:
 - 4.9.1. Generic products including, but not limited to H.E.B., Central Market and Whole Food brands unless approved, in writing, by the Contract Manager or designee.
 - 4.9.2. Any items containing alcohol or tobacco.
 - 4.9.3. Expired or damaged products.

5. BASKET DELIVERY REQUIREMENTS

The Contractor shall:

- 5.1. Deliver gift basket(s) to the specified employee, location, within two (2) business days or by a date and time as specified by the Contract Manager or designee.
 - 5.1.1. Delivery locations include:
 - 5.1.1.1. Austin Convention Center – Administrative Office
500 East Cesar Chavez Street
Austin, Texas 78701
 - 5.1.1.2. Palmer Events Center – Administrative Office
900 Barton Springs Road
Austin, Texas 78704
 - 5.1.2. Delivery Hours:
 - 5.1.2.1. The Contractor shall only make deliveries within the hours below:
 - 5.1.2.1.1. Monday through Friday (except City Holidays) 9:00am to noon (CST) and 1:00pm to 4:00pm (CST)

**CITY OF AUSTIN
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- 5.2. Provide, with each delivery, an itemized invoice including the item name, item cost, item quantity, fees and percent markup or discount charged (if applicable).

6. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- 6.1. Prepare and Deliver complete gift baskets to the Locations provided in Section 4.1.1 on an as-needed basis with an approximate gift basket value of \$150.00 (including delivery and fees).
- 6.2. Provide a single point of contact (SPOC). A City representative from the City must have a designated email address or telephone number for placing gift basket orders with the Contractor's SPOC.
- 6.3. Confirm with the City representative who placed the order, within two hours of receipt, that the gift basket order was received.
- 6.4. Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City's event schedule requires the City to reschedule delivery with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

7. ATTACHMENTS

Attachment A –Itemized Receipts
Attachment B –Basket Photos

**CITY OF AUSTIN
SCOPE OF WORK
FOR
GIFT BASKETS**

ATTACHMENT A – SAMPLE ITEMIZED RECEIPTS

| | | | |
|---------------------------|----|----|---|
| GDIO CAFE UBNTU CHOCOLATE | | | |
| GDDYCH CHOCO TUMERIC | | | |
| 2 @ 2 for | | | |
| 365 OG BBRY FRT STRIP | | | |
| 2 @ | ea | | F |
| 365 OG CHRY FRT STRIP | | | F |
| 365 OG PCH FRT STRIP | | | F |
| 365 OG STR FRT STRIP | | | F |
| 365 OG BRY FRT STRIP | | | F |
| ALLTR FABRIC BANDAGES | | | |
| EO SANITIZING WIPES | | | |
| 3 @ | ea | | F |
| PRTB SMART CHEDDAR 6PK | | | F |
| SIMPLEMILL CRACKERS 6PK | | | F |
| KND DARK CHOC BAR | | | F |
| GREPL CRAN ALMD COOKIE | | | F |
| LAKEC 5 STAR FRT BAR | | | F |
| LAKEC 5 STAR HZLNT BR | | | F |
| SMSWTS SWEET FISH CANDY | | | |
| 1 @ 2 for | | | F |
| SMSWTS GUMMY BEARS | | | F |
| 2 @ 2 for | | | F |
| SMSWTS SOUR BLAST CANDY | | | |
| 1 @ 2 for | | | F |
| 365 BDY LTN MA MOISTR | | | |
| 2 @ | ea | | |
| SNCU DK CHC CUPS | | | |
| 3 @ | ea | | F |
| GRYSTNB BLONDE BWNIE | | | F |
| EPICBR APPLE CINNAMON BAR | | | F |
| EPICBR LEMON BAR | | | F |
| GRYSTNB SNICKER DOODLE | | | F |
| GRYSTNB CH FDG BWNIE | | | F |
| GREPL ALMND BTTR COOKIE | | | |
| 2 @ | ea | | F |
| SMPLGM MINT GUM | | | F |
| WFM LIP BALM VN HN OG | | | |
| WFM LIP BALM TNGRN OG | | | |
| WFM LIP BALM PPMNT OG | | | |
| SLYFF PPRMNT PATTY | | | |
| 2 @ | ea | | F |
| PRGUM TANGERINE MINTS | | | F |
| PRGUM POLAR MINTS | | | F |
| PRGUM PEPPERMINT MINTS | | | F |
| SMPLGM CINNAMON GUM | | | F |
| CNCRG PENNY CHARGE | | | |
| FEES PERS SHOP FEE | | | |
| ERAND DLVRY CHRG | | | F |
| RICOL CHRY HNY DROPS | | | |
| Subtotal: | | | |
| Net Sales: | | | |
| Total: | | | |
| Sold Items: | | 49 | |

ATTACHMENT A – SAMPLE ITEMIZED RECEIPTS

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ATTACHMENT B – SAMPLE BASKET PHOTOS



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ATTACHMENT B – SAMPLE BASKET PHOTOS



1

2



CITY OF AUSTIN
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ATTACHMENT B – SAMPLE BASKET PHOTOS



**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQ 8200 DTB061819**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and information al sequence:

Tab 1 - Executive Summary: Prefacing the response, provide an Executive Summary which gives in brief, concise terms, a summation of your firm's ability to provide the services as described in the Scope of Work. The Executive Summary should include the following information:

- 1.1.1. Cover Letter: On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or Contract questions.
- 1.1.2. Summation of response
- 1.1.3. Explanation of the suitability of your services/product offering
- 1.1.4. Statement of any assumptions made (if applicable)

Tab 2 - Professional Experience: Describe your firm's experience in projects similar in size and scope. Provide a narrative on relevant project experience; specifically include experience similar to that required in this solicitation.

Tab 3 –Comprehensive List of Available Items: Along with the pricing listed in Section 0610, Bid Sheet, provide a comprehensive list of available items for ACCD staff to select from when designing the basket. List of available items shall include items that follow specific dietary preferences including but not limited to: diabetic, paleo, keto, gluten free, etc. This list of items shall be included in the basket total price and shall not result in additional cost to the City.

Tab 4 – Alternative Product List: The firm shall also provide alternative product list with associated markup or discount for premium or seasonal priced items. The City makes no guarantee it will utilize the premium or seasonal items.

Tab 5 - Representative Sample: Submit a representative sample basket which is similar in scope and size to this project with their bid, by the bid closing date and time. Sample submission information is listed in Section 0400.

Tab 6 – Locally Sourced Items: Provide a product list or vendor list of locally sourced items from the Austin area, including Austin/Texas themed gifts, novelties and oddities that promote Austin, Texas as a destination city.

Tab 7 – Cost and Additional Information: Using Section 0610, Bid Sheet, submit the pricing for the requested products and services. Total bid shall include all inclusive of products, services, equipment, labor, travel, fuel, and fees. Information described in the following sub-sections is required from each Proposer. Your method of costing may or may not be used but should be described. The City reserves the right to award a firm fixed price or not-to-exceed Contract.

- i. Itemize cost of supplies and materials

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQ 8200 DTB061819**

ii. Other itemized costs / fees (delivery fee, personal shopper fee)

iii. Total cost schedule.

Submit Provide any additional data that you feel clearly demonstrates to your firm's unique solution(s), experience(s), and a complete understanding of the requirements of the Solicitation.

2. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the proposal

3. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

5. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

7. **AWARD SELECTION**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Award selection criteria outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Award Selection Criteria**

1) Cost Proposal – Tab 7

2) Comprehensive List of available items – Tab 3

3) Alternative Product List – Tab 4

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQ 8200 DTB061819**

- 4) Representative Sample – Tab 5
- 5) Executive Summary and Experience – Tab 1 & 2
- 6) Locally Sourced Items – Tab 6

**BID SHEET - SECTION 0610
CITY OF AUSTIN
AUSTIN CONVENTION CENTER DEPARTMENT
GIFT BASKETS**

ISSUE DATE: 6/18/2019
BUYER NAME: DEJUAN BROWN

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

ACCD estimates spending no more than \$50,000 annually for the products and services specified in Section 0500; Scope of Work.

SECTION 1 - GIFT BASKET

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
|---|--|--------------------|--------|--------------------|----------------|
| 1.1 | Gift Basket (all inclusive of basket, minimum required items, cellophane wrap, ribbon) | 200 | BASKET | \$ 135.00 | \$ 27,000.00 |
| 1.2 | Fees per basket (all inclusive of delivery, personal shopper, etc) | 200 | BASKET | \$ 15.00 | \$ 3,000.00 |
| <input type="checkbox"/> I have provided the Comprehensive List of Available Items with my proposal. (Section 0500; Item 4.4) | | | | TOTAL PRICE | \$ 30,000.00 |

SECTION 2 - MARKUP OR DISCOUNT OFF

Markup or discount off associated with items available through Offerors alternative list(s) for premium or seasonal items. The City makes no guarantee it will utilize the premium or seasonal items. The alternative product list will be evaluated as part of Section 0600; Proposal Evaluation Instructions.

**BID SHEET - SECTION 0610
CITY OF AUSTIN
AUSTIN CONVENTION CENTER DEPARTMENT
GIFT BASKETS**

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL AMOUNT | MARKUP/ DISCOUNT OFF (%) | EXTENDED PRICE |
|----------|--|-------------------------|-----------------------------|----------------|
| 2.1 | Markup or discount off associated with items available through Offerors alternative product list(s) for premium or seasonal items. | \$500.00 | 5 | \$ 2,500.00 |

☐ I have provided the Alternative Product List with my proposal. (Section 0500; Item 4.5)

OFFERORS BEST DELIVERY IS ___1 business___ CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: Courier or Austin City Gift Baskets Personell

COMPANY NAME: Capitol Courier or Austin City Gift Baskets

CONTACT NAME: Laura L. Brown (512) 789-5377

EMAIL ADDRESS: info@austincitygiftbaskets.com

| CHECK BOX | CHECKLIST OF REQUIRED ITEMS AND ACKNOWLEDGEMENTS |
|--------------------------|---|
| <input type="checkbox"/> | Offer Sheet - required |
| <input type="checkbox"/> | Bid Sheet (Section 0610) -required |
| <input type="checkbox"/> | Local Business Presence Identification Form (Section 0605) - If applicable |
| <input type="checkbox"/> | Reference Sheet (Section 0700) -required |
| <input type="checkbox"/> | Nonresident Provisions (Section 0835)- required |
| <input type="checkbox"/> | No Goals Form & No Goals Utilization Plan (Section 0900) - required |
| <input type="checkbox"/> | Copy of return policy and credit memo procedures- if applicable |
| <input type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID |
| <input type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH MY QUOTE ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID |

Section 0700: Reference SheetResponding Company Name Austin City Gift Baskets

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Austin Slow Burn Salsa
Name and Title of Contact Kevin Lewis, Owner
Project Name Vendor
Present Address _____
City, State, Zip Code Austin, Texas
Telephone Number (512) 627-7140 Fax Number (_____)
Email Address _____

2. Company's Name Lammes Candies
Name and Title of Contact Tina Leatherwood, Wholesale Services
Project Name Vendo
Present Address _____
City, State, Zip Code Austin, Texas
Telephone Number (512) 238-3467 Fax Number (_____)
Email Address tleatherwood@lammes.com

3. Company's Name Fara Coffee of Austin
Name and Title of Contact Marlene Ainsworth, Wholesale Representative
Project Name Vendor
Present Address _____
City, State, Zip Code Austin, Texas
Telephone Number (512) 835-4467 Fax Number (_____)
Email Address marlene@mfbrealestate.com

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9th day of July, 2019

| | |
|----------------------|---------------------------------|
| CONTRACTOR | <u>Austin City Gift Baskets</u> |
| Authorized Signature | <u>Laura L. Brown</u> |
| Title | <u>Owner</u> |

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFQ 8200 DTB061819
SOLICITATION TITLE: GIFT BASKETS

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|---|--|---------------|--|
| Company Name | | | |
| City Vendor ID Code | | | |
| Physical Address | | | |
| City, State Zip | | | |
| Phone Number | | Email Address | |
| Is the Offeror City of Austin M/WBE certified? | <div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input type="checkbox"/> NO <input type="checkbox"/> YES</div><div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div></div> | | |
| <p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-bottom: 1px solid black;"></div><div style="width: 45%; border-bottom: 1px solid black;"></div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">Name and Title of Authorized Representative (Print or Type)</div><div style="width: 45%;">Signature/Date</div></div> | | | |

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQ 8200 DTB061819

SOLICITATION TITLE: GIFT BASKETS

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQ 8200 DTB061819

SOLICITATION TITLE: GIFT BASKETS

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: **RFQ 8200 DTB061819**

SOLICITATION TITLE: GIFT BASKETS

(Offerors may duplicate this page to add additional Subcontractors as needed)

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| SMBR Contact Information | | | |
|--------------------------|--------------|---|--------------------|
| SMBR Contact Name | Contact Date | Means of Contact | Reason for Contact |
| | | <input type="checkbox"/> Phone OR <input type="checkbox"/> Email | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM NO. 1
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 8200 DTB061819

Addendum No: 1

Date of Addendum: JULY 01, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Questions:** Is a sample statement from each company that makes each item in the basket required and if so what does the statement need to say? (Section 0400 – #10 Samples – Item C)

Answers: This is no longer required, please disregard.

- II. **Questions:** Can samples be turned in early?

Answers: Yes.

- III. **Solicitation extension:** The Solicitation will be extended to July 10, 2019.

- IV. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

Laura L. Brown

Name

Laura L. Brown

Authorized Signature

July 10, 2019

Date

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

DeJuan Brown, Procurement Specialist II
DeJuan.Brown@austintexas.gov

Purchasing Office, 512-974-2670