

**CITY OF AUSTIN
DOWNTOWN AUSTIN COMMUNITY COURT
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Downtown Austin Community Court by email to Laura.Williamson2@austintexas.gov at least seven (7) calendar days before the solicitation due date.

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

Applicant shall have, and shall require all Subgrantees/subcontractors (if applicable) of every tier providing services to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Applicant and/or Subgrantee/subcontractors pursuant to applicable generally accepted business standards. Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

- I. **General Requirements**

The following requirements (A-J) apply to the Applicant and to subgrantee(s)/subcontractor of every tier performing services or activities pursuant to the terms of this contract. Applicant acknowledges and agrees to the following concerning insurance requirements applicable to Applicant and Applicant's Subgrantee/subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to Downtown Austin Community Court upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to Downtown Austin Community Court. The Certificate(s) shall show all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Applicant make reasonable adjustments when the scope of services has been expanded.

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- I. Applicant shall not allow any insurance to be cancelled or lapse during any term of this Contract. Applicant shall not permit the minimum limits of coverage to erode or otherwise be reduced. Applicant shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Applicant or Subgrantee/subcontractor(s).
- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the Applicant and to Subgrantee/subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. Applicant acknowledges and agrees to the following concerning insurance requirements applicable to Applicant and Applicant's Subgrantee/subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

- 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
- 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

- 1. Minimum limits: \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be: \$1,000,000 per occurrence
- 2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage

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3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as Additional Insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Applicant shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence. The policy shall be endorsed to cover injury to a child while the child is in the care of the Applicant or Subgrantee/subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits: \$500,000 combined single limit per occurrence
 - a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
 - b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as Additional Insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by City Risk Management.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for

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the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Applicant shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

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

3. TERM OF CONTRACT:

- I. The Contract shall commence on April 1, 2019, unless otherwise amended, and shall remain in effect until March 30, 2020. The Contract may be extended beyond the initial term for up to four (4) additional twelve (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.
- II. 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.
- III. 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 I above.

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

- I. 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 or emailed to the below address:

City of Austin
Downtown Austin Community Court
Attn: Contract Management
P.O. Box 13464
Austin, TX 78711

or

Emailed to: ComCourt@austintexas.gov

- II. The Contractor agrees to accept payment by either check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

5. GRANTEE POLICIES AND PROCEDURES:

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Applicant/Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

6. CRIMINAL BACKGROUND CHECKS:

Applicant/Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Applicant/Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

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

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

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

Per §2-7-102-(A)(1), this solicitation is exempt from the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement.

9. 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:

Robert Kingham
Robert.Kingham@austintexas.gov
(512) 974-1394