

**CITY OF AUSTIN  
DEPARTMENT OF AVIATION  
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 Julie Harris, Airport Property Program Manager, by 2:00 p.m. CST on August 27, 2015 by email at [Julie.harris@austintexas.gov](mailto:Julie.harris@austintexas.gov) or by FAX at (512) 530-6653.

2. **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 Department of Aviation  
Attn: Julie Harris, Airport Property Manager  
3600 Presidential Blvd., Suite 411  
Austin, Texas 78719

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.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code Title V) and minimum policy limits for employers liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
  - a. Waiver of Subrogation in favor of the City of Austin, form WC 420304; and
  - b. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601.

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2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and a minimum \$10,000,000 coverage for Products/Completed Operations Liability. The policy shall contain the following provisions:
  - a. Blanket contractual liability coverage for liability assumed under this Permit and all contracts relative to this Permit;
  - b. Independent Contractors coverage;
  - c. Medical Expense coverage with a limit of \$10,000 any one person;
  - d. Fire Legal Liability with a minimum limit of \$100,000;
  - e. Additional Insured in favor of the City of Austin, form CG 2010 or equivalent coverage; and
  - f. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of the Austin, form CG 0205 or equivalent coverage; and
  - g. Waiver of Transfer of Right of Recovery Against Others in favor of the City of Austin, form CG 2404 or equivalent coverage.
  
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 for bodily injury and property damage. The policy shall contain the following provisions:
  - a. Additional Insured in favor of the City of Austin, form CA 2048 or equivalent coverage; and
  - b. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form CA 0244 or equivalent coverage, and
  - c. Waiver of Transfer of Right of Recovery in favor of the City of Austin, form CA 0444 or equivalent coverage.
  
4. Media Professional Liability Insurance with a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for libel, slander, defamation, copyright, title and slogan infringement, piracy, plagiarism, and invasion of privacy in the conduct of his/her business. Additionally, the coverage should cover patent infringement liability. The policy shall list the City of Austin as additional insured.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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5. Builders Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
  - 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.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for a term of 60 months.
- 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 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 Airport Executive Director 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 B above.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person 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. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

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- D. The City requires Offerors submitting Offers on this Solicitation to certify 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. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**5. 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) \_\_\_\_\_ 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) \_\_\_\_\_ percent of the employee's annual compensation while employed by the Contractor.

**6. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

See Attachment \_\_\_\_\_ Airport Security Requirements

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- A. Agreement subject to Title 49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Concessionaire agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any subsequent concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.
- B. ACDBE Requirements.
- i.) In accordance with Part 23, the City has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") plan ("City ACDBE Plan") under which qualified firms may have the opportunity to operate an Airport concession. For purposes of the Federal ACDBE rules a management agreement is considered to be a concession. A copy of the City ACDBE plan may be

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obtained from Jolene Cochran , City of Austin Small & Minority Resources Department, Telephone: (512) 974-7673, E-mail: [Jolene.cochran@austintexas.gov](mailto:Jolene.cochran@austintexas.gov) or [www.austintexas.gov/snbr](http://www.austintexas.gov/snbr). An ACDBE goal of 7.89%, as measured by estimated annual gross receipts has been established for this agreement. The proposer shall take all necessary and reasonable steps to achieve this goal.

- ii.) ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal or contractual arrangements meeting the eligibility standards Part 23. If the proposer qualifies as an ACDBE, the goal shall be deemed to have been met.
  - iii.) The proposer shall submit information in the form of a DBE Compliance Plan (attached) concerning the ACDBE firms that will participate in this concession, including the name and address of each firm, the annual estimated gross receipts to be earned by each named firm, a description of the legal arrangements utilized, and the total overall estimated annual gross receipts to be earned by the concession.
  - iv.) If the proposer will be unable to achieve the ACDBE goal stated herein, it shall provide documentation in its proposal demonstrating a Good Faith Effort attempting to do so. The requirements of this paragraph are not intended to force the proposer to change its business structure.
  - v.) A Proposal that fails to adequately address the foregoing requirements will be considered non-responsive and be rejected.
38. **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:

Julie Harris, Airport Property Program Manager

3600 Presidential Blvd., Suite 411

Austin, Texas 78719