



Amendment No. 4  
to  
Contract No. NA130000087  
for  
Public Art Registry  
between  
PublicArtist.org  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 26, 2017 through March 25, 2018. No options remain.
- 2.0 The total contract amount is increased by \$2,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/26/2013 – 03/25/2014	\$8,000.00	\$8,000.00
Amendment No. 1 – Option 1 03/26/2014 – 03/25/2015 Administrative Increase 03/26/2014	\$8,000.00 <u>\$12,000.00</u> \$20,000.00	\$28,000.00
Amendment No. 2 – Option 2 03/26/2015 – 03/25/2016 Administrative Increase 03/26/2015	\$8,000.00 <u>\$4,000.00</u> \$12,000.00	\$40,000.00
Amendment No. 3: Option 3 03/26/2016 – 03/25/2017	\$8,000.00	\$48,000.00
Amendment No. 4: Option 4 03/26/2017 – 03/25/2018	\$2,000.00	\$50,000.00

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

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

Sign/Date:

*Amber Scott* 1/25/17

Sign/Date:

*Mark Z...* 3.2.17

Printed Name: Ansen Seale  
Authorized Representative

PublicArtist.Org  
415 Burr Road  
San Antonio, Texas 78209  
(210) 701-0775  
[anssen@publicartist.org](mailto:anssen@publicartist.org)

Mike Zambrano, Jr.  
Contract Compliance Specialist, Senior

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NA130000087  
for  
Public Art Registry  
between  
PublicArtist.org  
and the  
City of Austin

1. The City hereby exercises this extension option for the subject contract. This extension option will be effective March 26, 2016 through March 25, 2017. One option remains.
2. The total contract amount is increased by \$8,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/26/2013 – 03/25/2014	\$8,000.00	\$8,000.00
Amendment No. 1 03/26/2014 – 03/25/2015 Option 1: Administrative Increase	\$8,000.00 \$8,000.00	\$28,000.00
Amendment No. 2 03/26/2015 – 03/25/2016 Option 2: Administrative Increase	\$8,000.00 \$4,000.00	\$40,000.00
Amendment No. 3: Option 3 03/26/2016 – 03/25/2017	\$8,000.00	\$48,000.00

3. MBE/WBE goals do not apply to this contract.
4. By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5. All other terms and conditions remain the same.

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

February 5, 2016

Sign/Date:

Sign/Date:

  
For Linell Goodin-Brown

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Printed Name: Ansen Seale  
Authorized Representative

PublicArtist.Org  
415 Burr Road  
San Antonio, Texas 78209  
(210) 701-0775  
[ansen@publicartist.org](mailto:ansen@publicartist.org)

Linell Goodin-Brown  
Contract Compliance Supervisor

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NA130000087  
for  
Public Art Registry  
between  
PublicArtist.org  
and the  
City of Austin

1. The City hereby exercises this extension option for the subject contract. This extension option will be effective March 26, 2015 through March 25, 2016. Two options remain.
2. The total contract amount is increased by \$12,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/26/2013 – 03/25/2014	\$8,000.00	\$8,000.00
Amendment No. 1: Option 1 & Increased Extension Amount by \$12,000.00 03/26/2014 – 03/25/2015	\$20,000.00	\$28,000.00
Amendment No. 2: Option 2 03/26/2015 – 03/25/2016	\$12,000.00	\$40,000.00

3. MBE/WBE goals do not apply to this contract.
4. By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5. All other terms and conditions remain the same.

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

Sign/Date: Ansen Seale March 3, 2015

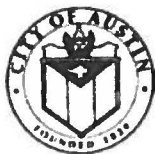
Printed Name: Ansen Seale  
Authorized Representative

PublicArtist.Org  
415 Burr Road  
San Antonio, Texas 78209  
(210) 701-0775  
[ansen@publicartist.org](mailto:ansen@publicartist.org)

Sign/Date: Mike Zambrano Jr.

~~Debbie DePaul~~ Mike Zambrano Jr.  
Contract Compliance ~~Supervisor~~  
Specialist, Sr.

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA130000087  
for  
Public Art Registry  
between  
PublicArtist.org  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March, 26, 2014, the term for the extension option will be March 26, 2014 to March 25, 2015 and there are three remaining options.
- 2.0 The total Contract amount is increased by \$20,000 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/26/13-03/25/14	\$8,000.00	\$8,000.00
Amendment No. 1: Option 1 and Increased Extension Amount by \$12,000 03/26/14-03/25/15	\$20,000	\$28,000.00

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

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

Signature & Date:

*Ansen Seale* 3/13/14

Printed Name: ANSEN SEALE  
Authorized Representative

Signature & Date:

*Terra Green* 3/14/14

Terra Green, Buyer II  
City of Austin  
Purchasing Office

PublicArtist.org  
415 Burr Road  
San Antonio, TX 78209

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Publicartist.org ("Contractor")  
for  
Public Artist Registry  
NA130000087**

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 Publicartist.org having offices at 415 Burr Rd. San Antonio, TX 78209 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 GAL0441.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Quotation (RFQ), GAL0441 including all documents incorporated by reference
- 1.1.3 Publicartist.org's Offer, dated 2/13/2013, including subsequent clarifications

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

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

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

**1.4 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$8,000 for the initial Contract term and \$8,000 for each extension option. Payment shall be made upon successful completion of services as outlined in each individual 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 City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Printed Name of

Authorized Person: Israel Espinoza

Signature:



Title:

Buyer I

Date

3-25-13



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

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

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

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

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

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

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

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

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

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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

19. **WARRANTY-PRICE:**

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

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

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.



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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
  - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

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parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

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and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



City of Austin Purchasing Office

## **REQUEST FOR QUOTATION:**

GAL0441 – Public Art Registry/Application System

**Bid Closing Date & Time: 11:00AM on Wednesday, February 13, 2013**

**PRE-BID CONFERENCE: N/A**

For further information contact: Gage Loots @ 512-972-4009 or  
[Gage.Loots@austintexas.gov](mailto:Gage.Loots@austintexas.gov)

### **INSTRUCTIONS TO BIDDERS**

Quotes are solicited for furnishing the merchandise, supplies, services and/or equipment set forth. Completed Quotes must be received prior to the above due date and time. **Quotes can be either emailed to [Gage.Loots@austintexas.gov](mailto:Gage.Loots@austintexas.gov) or faxed to 512-972-4015, addressed to the attention of Gage Loots, City of Austin, Purchasing Office and have the RFQ number and closing date clearly marked on the cover page.** Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

### **City of Austin Standard Terms and Conditions Shall Apply**

The Standard Purchase Definitions (Section 0100), Solicitation Instructions (Section 0200), and Purchase Terms and Conditions (Section 0300) are hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these documents are available, upon request, in the City of Austin Purchasing Office 124 W. 8<sup>th</sup> Rm 308, Austin, TX 78701, (512) 974-2500 and on the Internet at web site <http://www.austintexas.gov/department/standard-bid-documents>.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quote price.

The City reserves the right to accept or reject in part or whole any quote submitted, and to waive any technicalities for the best interest of the City.

All offers shall be valid for a period of 30 calendar days unless otherwise noted.

If you are not a registered City of Austin vendor, please visit <http://www.austintexas.gov/department/purchasing>, click on Vendor Connection. Follow the instruction to register your company.

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 4:00PM on Thursday, February 7, 2013. Submissions may be made via email to [gage.loots@austinenergy.com](mailto:gage.loots@austinenergy.com), or via fax at 512-972-4009.

2. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

THIS IS A TWELVE (12) MONTH CONTRACT.

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

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

Invoices shall be mailed to the below address:

EGRSO – Meghan Turner
P.O. Box 1088
Austin, TX 78767
Phone: 512-974-9314
Email: <a href="mailto:Meghan.Turner@austintexas.gov">Meghan.Turner@austintexas.gov</a>

- B. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. If the Contractor accepts payment by credit card, 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.

4. **CHANGE ORDERS**

In accordance with Local Government Code Section 252.048, if changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of services to be furnished, the Contract may be modified by written amendment signed by both parties.



5. **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 for contractual and operational matters:

Meghan Turner
Phone: 512-974-9314
Email: <a href="mailto:Meghan.Turner@austintexas.gov">Meghan.Turner@austintexas.gov</a>

**CITY OF AUSTIN  
PURCHASING OFFICE  
REQUEST FOR QUOTATION NO: GAL0441  
PUBLIC ART REGISTRY/APPLICATION SYSTEM  
SECTION 0500 SCOPE OF WORK**

**1. PURPOSE**

1.1 The City of Austin (City), is seeking responses to this Request for Quotation (RFQ) from Offerors with expertise in creating a web-based Public Art Registry and Application System.

1.2 The purpose of this Project is to:

Allow national, statewide and local artists to register their information so that they can easily use the Application System to be viewed as a Registry by those seeking to commission artists, or to apply for City art opportunities, including public art projects, People's Gallery Exhibition, and possibly, Austin's New Year, and Faces of Austin.

Serve as a database of artist information that can be updated by the artists on an ongoing basis that can be used by the Art in Public Places (AIPP) program to administer selection processes, attract more artist applicants, contain artist portfolio information and other data, generate a variety of statistical reports, and serve as a clearinghouse for commissioning purposes.

**2. BACKGROUND**

2.1 Current problems/issues with existing artist registry/application system:

2.11 Application (Front End) Issues for Artists:

- a. Character limit on Letter of Interest is too restrictive.
- b. Artists lack the ability to place their images in order or change order once uploaded.
- c. Images often show up as a box with a red X in it. Sometimes it is because the artist didn't switch images to RGB. It would be preferable to accept (or cope better with) more photo color systems.
- d. Artists have been unable to upload images, even if they are under the 20 image limit.
- e. Artists have been unable to view images on the current system after uploading them.
- f. Applicants have complained about not being able to "bank" their images like with other online application systems, and it takes longer to apply to projects.

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- g. When artists click on “preview application,” they do not actually see what the selection panel sees during the review process (i.e., all of the image text is not visible to them).
- h. Current image size is limiting and not consistent with industry standards.
- i. The 90-minute time limit is too restrictive in some cases, especially for first-time applicants.

2.12     Admin (Back End) Issues for Staff:

- a. There is no easy way to mass-download applications (one must open the application, highlight the text, then save as .pdf). Printing is easy (button at top), but not downloading.
- b. Staff doesn’t have access to the artist application to help troubleshoot. The only way we can test if the system is working is to set up a profile and apply to a project. It would be helpful if we had access so that we could walk artists through the application process, see where they are making mistakes and make corrections if necessary.
- c. Some problems require advanced technical troubleshooting beyond program staff's expertise.
- d. Staff does not have the ability to set the number of images an artist can submit to a Call (default is 20, sometimes we want fewer or more).

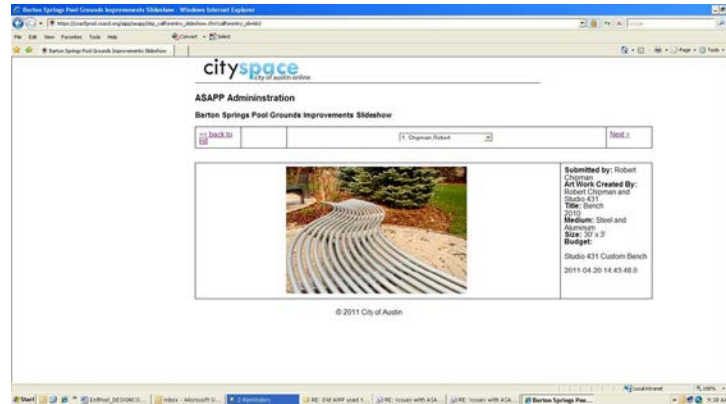
2.13     Selection Panel Review Issues:

- a. Scrambling of text often occurs with copy and paste process making it hard for selection panelists to sift through resumes and letters of interest. It would be preferable to upload pdf documents or for the text box to be less strict with formatting.
- b. There is no option for web-based access for remote viewing/voting for selection panelists.
- c. The images in the slide show are not in the same order as the images printed out on the artist’s page. In addition, the images printed out on the ballot (for People’s Gallery, for example) are not in the same order as the images in the slide show.
- d. When scrolling through images during the panel meeting, staff must manually adjust each slide as it comes up to see the entire image, the

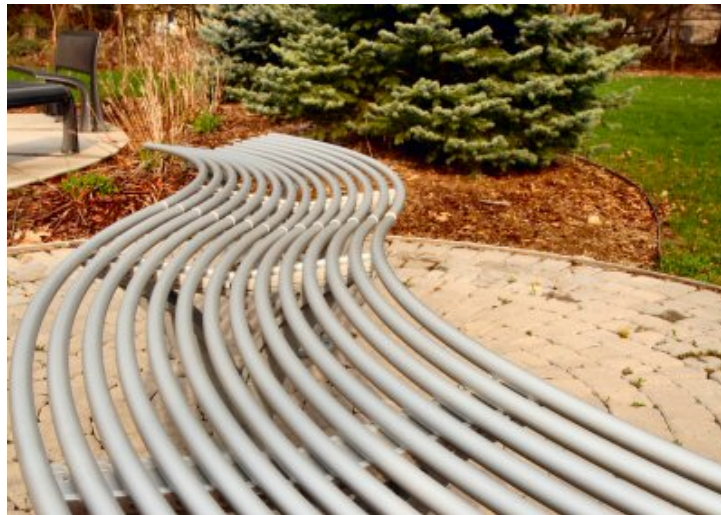
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SECTION 0500 SCOPE OF WORK**

artist's name and information. Multiplied by 1000 images, it is truly challenging. "Slide view" for each applicant would be ideal.

- e. Staff sees slides during the Selection Panel like this:



Rather than like this:



Artist: Joe Smith  
Artwork: Sculptural Bench  
Materials: Aluminum and steel.  
Artist Notes: I worked on this sculpture to create a place for people to gather in community.

### **3. SCOPE OF WORK**

- 3.1 The Contractor shall provide a Public Art Registry/Application System for the City of Austin. The City desires a system that addresses the issues stated in 2.1 above and has the following characteristics:

**CITY OF AUSTIN  
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PUBLIC ART REGISTRY/APPLICATION SYSTEM  
SECTION 0500 SCOPE OF WORK**

3.1.1 General

- a. ADA accessible *[note: visual artists are usually sighted]*
- b. Accessible from multiple web browsers on both PC and Mac platforms
- c. Scalability over time (to include other programmatic Calls to Artists)
- d. Secure, password-protected access for users on front end and back end
- e. Seamless migration of data (image files and text information) from the City's existing Registry system
- f. Efficient/effective and user-friendly site navigation – detailed instructions, intuitive and clear to user, etc.
- g. Tech support offered at a minimum 9 am – 5 pm CST Monday through Friday, and by email after hours.
- h. Remote, password-protected access by designated users, including those outside the City of Austin email system.
- i. Possible migration of existing AIPP data to new database (depending on City back-end software).
- j. Capacity to list or link to public art Calls from other programs around the country

3.1.1 Artist Registry – Artist Portal (Front End)

- a. Allows secure, password-protected access at any time of day or night
- b. Allows easy upload of text, images and media files (if applicable), navigate, label, arrange, and update online
- c. Allows for upload of .jpg images, plain text, and .pdf documents, as well as media files (MOV, MP4, AVI, FLV, OGG, WMV)
- d. An Artist's image library can contain an unlimited number of images.
- e. View images as uploaded, not just thumbnails
- f. There is a 24-hour time limit before an artist is logged out due to inactivity.
- g. Image order can be changed by the user

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- h. Character limits for letters of interest/artist statements are flexible (no cap).

**3.1.2 Artist Registry – Admin Portal (Back End)**

- a. Access to all uploaded artist information including passwords
- b. Allows printing of page-formatted, full artist information including thumbnails
- c. Displays image and related information in user-friendly “slideshow” format
- d. Administrators can do targeted notifications to artists based on set criteria or artist preferences
- e. Bulk download available (documents in .pdf and images in .jpg format)
- f. Artist data can be searched according to criteria (artist name, geographic area, ethnicity, media, first-time applicants, etc.).
- g. Generate reports based on these searchable categories; export as Word or Excel document

**3.1.3 Artist Registry – Public Portal (*desired, but not required*)**

- a. Allows viewing artists’ images in slideshow format (*perhaps in limited number or certain pre-approved images*) resume, artist statement, designated contact information Searchable by artist’s name, medium, discipline, city
- b. Displays image and related information in user-friendly “slideshow” format

**3.1.4 Application System – Artist Portal (Front End)**

- a. Artist may apply to multiple Calls to Artists concurrently
- b. Call may be public or private (generates link for targeted applications)
- c. Artist may select images from own Registry to submit in response to particular Calls
- d. Artist may designate the order in which images will be viewed for each particular Call

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- e. Unlimited character/word limit for Letter of Interest, Statement and Proposal submission.
- f. Artists may hold and edit their application up until the time they submit it
- g. Allows for artist teams to apply – pulling from more than one individual pages in Registry

**3.1.5 Application System – Admin Portal (Back End)**

- a. Allows for multiple Calls to be open at once and accepting of applications
- b. Admin can upload and edit text, upload multiple images, and set exact deadlines for Call to Artists
- c. Applications sortable by project; provides data to be reported by individual and aggregate Calls
- d. Slide show component for jury review – with descriptive text, black background, text & image fit on screen without scrolling; prefer images same size
- e. Archivable Calls to Artists and corresponding artist applications
- f. Contains a juror database containing contact info and resumes
- g. Allow for reports to be generated (e.g., new applicants, geographic area, ethnicity, etc.)

**3.1.6 Application System – Juror Portal (Back End)**

- a. Ability for jurors to record their confidential comments on artists
- b. Allows jurors to print screens or applications as needed
- c. Jurors can view and score work online (remotely), aggregate scores, and print out results

**CITY OF AUSTIN  
PURCHASING OFFICE  
RESPONSE INSTRUCTIONS  
SOLICITATION NUMBER: RFQ GAL0441**

**1. RESPONSE CONTENT**

In responding to this Request for Quotation (RFQ), the City requests the following information:

- A. **Response Summary**: Provide background information about your company.
- B. **System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this RFQ and your system solution. Provide all details regarding your solution's ability to address the problems/issues that the City is experiencing with the current system and how your solution possesses the desired characteristics listed in the Scope of Work (Section 0500). Include any additional information you deem necessary to evaluate your response.
- C. **Prior Experience**: Describe other projects that share similarities with this scope of work, and for whom or in what context those projects were contracted or performed. Provide a description of the project, date(s) of services, organization for whom these services were performed and the contact information (name, title, phone number and email address) for the principal person within that organization. Provide at least three (3) references.
- D. **Cost of Services**: Provide the proposed fee structure for the offered Public Art Registry/Application System.

**2. EVALUATION**

The City will evaluate responses based on the following criteria:

- Total Evaluated Cost (30 possible points)
- Demonstrated Applicable Experience (20 possible points)
- System Concept and Solution (50 possible points)





415 Burr Rd.  
San Antonio, Texas 78209  
(210)348-0800

## **Response to City of Austin RFQ GAL0441 - Public Art Registry/Application System**

### **Response Summary**

The mission of PublicArtist.org is to facilitate the public art application process for both artists and arts administrators. We provide easy to understand online tools for creating RFQs, communicating with artists, and managing applications that come in.

PublicArtist.org was developed in order to create a platform for artists to find and apply to opportunities quickly and easily, while making sure their work is shown in the best light. At the same time, we wanted to give art administrators a framework for building robust calls to artists and managing the responses.

PublicArtist.org presents only public art opportunities. We do not list calls for festivals, shows, residencies, etc. This allows curators to hone in on artists who are both capable and interested in fulfilling their needs.

#### **Our Goals:**

- To make the application process for artists easier and less tedious.
- To be a dynamic catalog for artists to keep track of their work and career.
- To give curators and arts administrators a way to keep track of a personalized artist registry.
- To make creating an application easier and less confusing for arts administrators and curators.

### **HOW WE HELP ART ADMINISTRATORS**

#### **1. We can get your complete RFQ online in just minutes**

Our system is formatted so that you can select what information you want to include in your RFQ with just a few clicks. We ask you the questions that you'd likely get from applying artists, before your call is made public. Time-consuming and confusing revisions to your call are a thing of the past!

#### **2. Managing and reviewing applications is quick, easy, and effective**

After your RFQ is made public, you can start reviewing submitted applications as soon as they come in. Our review platform allows each member of a selection panel to manage their personal list of selected artists. Everyone's prepared when it comes time to make a decision! Panel members can print out a list of their selected artists to take with them to selection panel meetings.

#### **3. We have a pool of capable and dedicated artists ready to apply**

Since we only list calls for public art, only artists who are interested in public art have accounts on our site. We can minimize applications by artists with no experience, or who don't understand the magnitude of undertaking a public art project.

#### **4. You can manage your organization's public art roster**

You, as an administrator, are capable of maintaining a private roster of pre-qualified artists. If an artist applies to one of your open calls, but doesn't make the cut for that particular project, you can still keep track of that artist's portfolio via the Roster function. You can also open an invitational call for just those artists you specify.

## **Concept and Solution**

Our system was developed in response to the frustrations experienced by art administrators due to inadequacies of application systems currently in use. We interviewed other public art agencies and artists to gain insight on what was needed from both sides to make the public art application process more manageable for artists and art administrators.

### **PublicArtist.org is organized in the following way:**

Any artists may apply to any call in our system for free.

We offer 2 levels of service for artists, Premium (paid) and Basic (free).

#### **Basic Members may:**

- View an extensive database of public art calls
- Apply to any call listed at PublicArtist.org using the Basic Application
- Receive email notification of calls based on their preferences

#### **Premium Members receive:**

- All Basic Membership services above, plus...
- Unlimited online Image Library storing their high resolution images
- Automatic image resizing, renaming, and reordering as needed for call applications and folios
- Automatic Image List preparation with thumbnails
- Resume Builder
- "Letter of Interest" Composer
- Professional References management
- Artist Statement and Biography management
- Download PDFs and JPGs of their information any time, for any purpose - via "Folios"

All artists are allowed Premium access for 30 days. Any images and documents they upload into their image library are kept on file, whether they subsequently pay for Premium access or revert to a Basic Membership. Artists MUST upload their images into their Image Library to show up in the Registry portion of the site for Art Administrators. Artists who do not upgrade to Premium Membership MUST upload their images during the 30-day trial period to be accessible to an art administrator's Registry (or as we refer to it, Roster.)

An artist either uses a Premium Application or a Basic Application to respond to a call based on their membership status.

### **PublicArtist.org offers Art Administrators the ability to:**

- Post a call on PublicArtist.org that everyone can see
- Target notifications to all artists about your call based on the artist's preferences
- Browse all artist members, Premium and Basic
- Keep a roster of artists (for pre-approval or invitational calls)
- Manage communication with Premium Artists (contact info for individual Basic members available)
- Receive an unlimited number of applications per call
- Judge applications from artists online and/or receive bulk delivery of applications as PDFs
- Find and invite new judges in the Judges Database collected from all the Art Administrators using PublicArtist.org

The following addresses each point of the City of Austin's RFQ. Our responses are in Blue:

## 1. PURPOSE

1.1 The City of Austin (City), is seeking responses to this Request for Quotation (RFQ) from Offerors with expertise in creating a web-based Public Art Registry and Application System.

1.2 The purpose of this Project is to:

Allow national, statewide and local artists to register their information so that they can easily use the Application System to be viewed as a Registry by those seeking to commission artists, or to apply for City art opportunities, including public art projects, People's Gallery Exhibition, and possibly, Austin's New Year, and Faces of Austin.

Serve as a database of artist information that can be updated by the artists on an ongoing basis that can be used by the Art in Public Places (AIPP) program to administer selection processes, attract more artist applicants, contain artist portfolio information and other data, generate a variety of statistical reports, and serve as a clearinghouse for commissioning purposes.

## 2. BACKGROUND

2.1 Current problems/issues with existing artist registry/application system:

2.11 Application (Front End) Issues for Artists:

a. Character limit on Letter of Interest is too restrictive.

Administrators are able to set word limits on the Letter of Interest and Artist Statement for each individual call. Page limits are set for Resumé. Unlimited word counts is also an option.

b. Artists lack the ability to place their images in order or change order once uploaded.

Artists may rearrange images at any time during the application process. This process is easier for Premium artists, but still straightforward for basic artists.

c. Images often show up as a box with a red X in it. Sometimes it is because the artist didn't switch images to RGB. It would be preferable to accept (or cope better with) more photo color systems. Artists will be required to upload images in RGB color space. This is a complex problem, in part because every browser deals with CMYK images differently. Artists are cautioned to check their image before uploading. Technical support is also available through PublicArtists.org.

d. Artists have been unable to upload images, even if they are under the 20 image limit.

Not all technical and user issues can be predicted and avoided, but technical support is available 8:30-5:30 CST Monday - Friday and after hours and on weekends by email. PublicArtist.org also maintains a close relationship with our local service provider to enable fast action on pressing technical issues. All our data is backed up multiple times in multiple locations.

e. Artists have been unable to view images on the current system after uploading them.

Artists can view their images which have been uploaded to the Image Library at any time. All applications submitted for a call can be previewed by the artist exactly the way the Judge will see the application.

f. Applicants have complained about not being able to "bank" their images like with other online application systems, and it takes longer to apply to projects.

Premium Artist members are capable of banking an unlimited number of images. Basic Artist members are not permitted to bank images.

- g. When artists click on “preview application,” they do not actually see what the selection panel sees during the review process (i.e., all of the image text is not visible to them).  
All applications submitted for a call can be previewed by the artist exactly the way the Judge will see the application.
- h. Current image size is limiting and not consistent with industry standards.  
Image sizing is handled online by the website engine. Artists are not required to size their own images and administrators may designate any image size they want in the application setup. For online judging, image size will automatically be set by the system. FULL RESOLUTION images are available at any time during the judging process simply by clicking on the large image. (See page 7)
- i. The 90-minute time limit is too restrictive in some cases, especially for first-time applicants.  
The time limit for any “session” is set to 24 hours. An artist may save their application, log off and log back on for another session at any time until the application deadline. Even after the deadline, PublicArtist.org will allow them to finish and submit their application. In this case, though, their application will be flagged as late, allowing some leniency for acceptance if deemed necessary.

#### 2.12 Admin (Back End) Issues for Staff:

- a. There is no easy way to mass-download applications (one must open the application, highlight the text, then save as .pdf). Printing is easy (button at top), but not downloading.  
Administrators are capable of downloading PDF version of each application individually, or accepting a bulk download via FTP from PublicArtist.org. However we suggest using the site for judging because managing the information is so much easier than having loose files on your computer.
- b. Staff doesn’t have access to the artist application to help troubleshoot. The only way we can test if the system is working is to set up a profile and apply to a project. It would be helpful if we had access so that we could walk artists through the application process, see where they are making mistakes and make corrections if necessary.  
All technical support will be handled by PublicArtist.org. We can access an individual’s application and give them personalized assistance.
- c. Some problems require advanced technical troubleshooting beyond program staff’s expertise.  
All technical support will be handled by PublicArtist.org. We suggest that artists contact administrative staff (Austin AIPP) if they have specific questions about a call, but request all technical questions be addressed to info@PublicArtist.org.
- d. Staff does not have the ability to set the number of images an artist can submit to a Call (default is 20, sometimes we want fewer or more).  
The number of images for any call is fully customizable on a per call basis.

#### 2.13 Selection Panel Review Issues:

- a. Scrambling of text often occurs with copy and paste process making it hard for selection panelists to sift through resumes and letters of interest. It would be preferable to upload pdf documents or for the text box to be less strict with formatting.  
All artists may upload PDF versions of their Resume and Letter of Interest. Premium Artist members can either upload a PDF or use the Resume Builder feature which outputs a custom PDF with information specifically chosen from what they have input. For example, an artist may not feel that their exhibition history is relevant to the current call, and so may choose to exclude that. In either case, there should be no issue with text readability.
- b. There is no option for web-based access for remote viewing/voting for selection panelists.  
Administrators (AIPP) are asked to provide email addresses for selection panelists. These panelists

are then allowed access to the online judging platform for review and scoring. We hope that they will also allow us to include their contact info and resume in our Judges Database.

- c. The images in the slide show are not in the same order as the images printed out on the artist's page. In addition, the images printed out on the ballot (for People's Gallery, for example) are not in the same order as the images in the slide show.

Images will always be shown in the same order that the artist has specified for a specific call.

Premium Artists are also capable of arranging their Image Library so that they may control the order in which their projects and images are viewed by administrators, judges, and curators just browsing the site.

- d. When scrolling through images during the panel meeting, staff must manually adjust each slide as it comes up to see the entire image, the artist's name and information. Multiplied by 1000 images, it is truly challenging. "Slide view" for each applicant would be ideal.

Image sizing for online judging has been standardized to avoid screen adjustments on a per slide basis. PublicArtist.org has recommendations for screen size and resolution for optimal viewing.

### 3. SCOPE OF WORK

- 3.1 The Contractor shall provide a Public Art Registry/Application System for the City of Austin. The City desires a system that addresses the issues stated in 2.1 above and has the following characteristics:

#### 3.1.1 General

- a. ADA accessible [note: visual artists are usually sighted]

PublicArtist.org is fully ADA accessible.

- b. Accessible from multiple web browsers on both PC and Mac platforms

PublicArtist.org is accessible from any web browser on any platform.

- c. Scalability over time (to include other programmatic Calls to Artists)

PublicArtist.org was created specifically for public art. This is the strength of PublicArtist.org over currently available services. Artists don't have to weed through festivals, shows, residencies, to find public art calls. Other uses would need to be studied on an individual basis for their applicability to the system.

- d. Secure, password-protected access for users on front end and back end

PublicArtist.org provides password-protected access for users according to the level of access required.

- e. Seamless migration of data (image files and text information) from the City's existing Registry system

The existing data and its organizational structure will be studied and, if possible, integrated into PublicArtist.org.

- f. Efficient/effective and user-friendly site navigation – detailed instructions, intuitive and clear to user, etc.

PublicArtist.org strives at every step to provide clear and concise help and navigation to all users. Help screens are available on every page and most items have their own help icon [?].

- g. Tech support offered at a minimum 9 am – 5 pm CST Monday through Friday, and by email after hours.

PublicArtist.org will provide technical support to artists, art administrators and judges from 8:30-5:30 CST, Monday-Friday and by email after hours.

- h. Remote, password-protected access by designated users, including those outside the City of Austin

email system.

Any valid email address is acceptable for use as identification access to PublicArtist.org. Different levels of access are provided according to their need. For example, Art Administrators may access different areas of the site than either Jurors or Artists. We only allow one point of access for each account. This eliminates conflicting edits to call information. Multiple people can still work on a project. They just need to log in with the same email/password.

- i. Possible migration of existing AIPP data to new database (depending on City back-end software).  
The existing data and its organizational structure will be studied and, if possible, integrated into PublicArtist.org.
- j. Capacity to list or link to public art Calls from other programs around the country  
PublicArtist.org already includes calls from many other agencies around the county and is being updated daily. We include information about calls whether the application is managed through our site or not.

### 3.1.1 Artist Registry – Artist Portal (Front End)

- a. Allows secure, password-protected access at any time of day or night  
True
- b. Allows easy upload of text, images and media files (if applicable), navigate, label, arrange, and update online  
True
- c. Allows for upload of .jpg images, plain text, and .pdf documents, as well as media files (MOV, MP4, AVI, FLV, OGG, WMV)  
True
- d. An Artist's image library can contain an unlimited number of images.  
This is true for Premium Artists. Basic members can upload an unlimited number of images during their 30-day trial period, which stay available to the Art Administrator, but not to the artist (unless they convert their account to Premium status).
- e. View images as uploaded, not just thumbnails  
True
- f. There is a 24-hour time limit before an artist is logged out due to inactivity.  
True
- g. Image order can be changed by the user  
True for Premium Member artists. Basic applications need to have images added in the order the artist wishes their image to appear. However, Basic applications can be edited and the artist can upload in a different order if desired.
- h. Character limits for letters of interest/artist statements are flexible (no cap).  
True. The art administrator can specify any limits desired for any particular call. Another nice feature of PublicArtist.org is that, if there are any word limits specified, the site will count the words or characters interactively as the artist types or pastes into the fields.

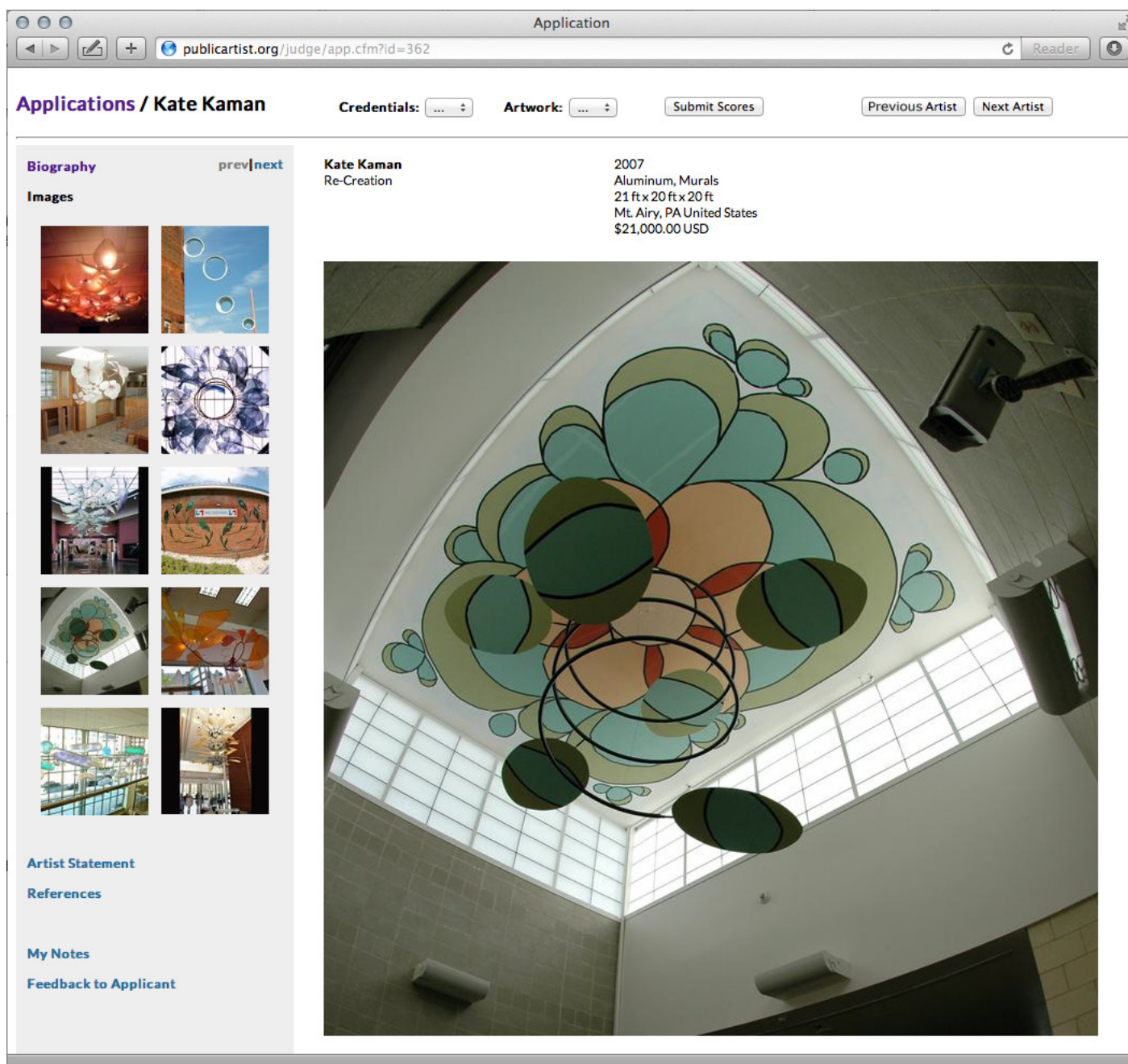
### 3.1.2 Artist Registry – Admin Portal (Back End)

- a. Access to all uploaded artist information including passwords



AIPP Administrators have access to all artist information EXCEPT passwords. Since password retrieval is built into PublicArtist.org, there should be no need to change this. Artists can request and change their passwords at any time. We have found that the main problem with passwords is artists using the wrong email address to log in. This info is available to administrators, but since tech support is available from PublicArtist.org, it shouldn't be an issue for Austin AIPP.

- b. Allows printing of page-formatted, full artist information including thumbnails  
This requirement may be possible, but will require more input from AIPP to be implemented properly.
- c. Displays image and related information in user-friendly "slideshow" format  
This is what our judging platform looks like:



Please note that images can be accessed randomly via the thumbnails or can be viewed sequentially (slideshow fashion) via the "Previous/Next" Buttons at the top of the gray panel. Information about the photo in the main window is shown at above the image. FULL RESOLUTION images are available at any time during the judging process simply by clicking on the large image.

Application

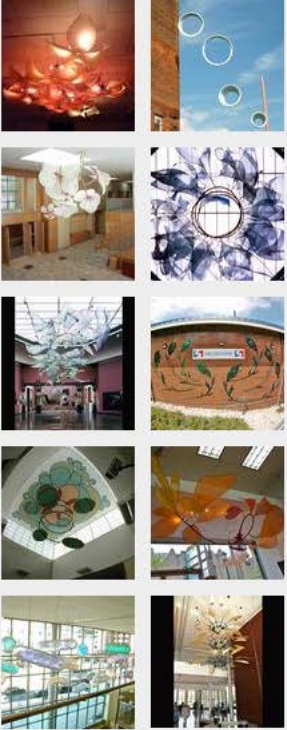
publicartist.org/judge/app.cfm?id=362

Applications / Kate Kaman

Credentials: ... Artwork: ... Submit Scores Previous Artist Next Artist

**Biography** prev|next

**Images**



**Biography**

KATE KAMAN has designed architecturally appropriate artworks for the City of Philadelphia, the City of Baltimore, the Philadelphia Flower Show, and private clients from New York to Los Angeles. Receiving her formal education at the Pennsylvania Academy of Fine Arts and the University of Pennsylvania, Kaman's work is both innovative and steeped in classical fine arts. She also enjoys pushing her limits: installing suspended sculpture 70' up on high tension cables was a good start. For Kaman, public art is a perfect forum to collaborate, and showcase sculpture within a larger experiential body of art.

JOEL ERLAND is a new media sculptor and designer whose work showcases interdisciplinary art and design strengths for clients including the Adventure Aquarium, Sea World San Diego and the Philadelphia Zoo. Erland writes, "As artists living in an age of technology and self-awareness, we're not afraid of creating artwork that has elements of both in-your-face, popular cliché, and campy iconicity. Just as long as it is also well-crafted and intellectually stimulating."

Kaman and Erland strive for their artworks to be collaborative & relational. Taking inspiration from Vito Acconci's edict that art made for the public should take shape in a public arena, their projects take shape in a dialogue that includes discussions with other artists in Philadelphia and beyond.

**Artist Statement**

**References**

**My Notes**

**Feedback to Applicant**

Other buttons on the side will display Artist's Biography, Statement, and References in the same space as the images. The buttons at the top allow the judge to record scores and proceed to the next artist. It is also possible to set up judging as "blind" so that no artist information is displayed to the panelists.

d. Administrators can do targeted notifications to artists based on set criteria or artist preferences  
Yes. This is available to all artists regardless of their membership status.

e. Bulk download available (documents in .pdf and images in .jpg format)  
Yes.

f. Artist data can be searched according to criteria (artist name, geographic area, ethnicity, media, first-time applicants, etc.).  
These criteria are not currently what we ask artists for, but if necessary, certain changes can be made.



- g. Generate reports based on these searchable categories; export as Word or Excel document  
This is not currently implemented on the site, but through consultation with AIPP, we would value the opportunity to accomplish this feature.

### 3.1.3 Artist Registry – Public Portal (desired, but not required)

- a. Allows viewing artists' images in slideshow format (perhaps in limited number or certain pre-approved images) resume, artist statement, designated contact information Searchable by artist's name, medium, discipline, city.  
Not implemented on the site at this time. Architects, builders, developers, etc. may sign up for a free trial (as art administrators) and receive 30 days of browsing all artists on the site.
- b. Displays image and related information in user-friendly "slideshow" format  
Not implemented on the site at this time.

### 3.1.4 Application System – Artist Portal (Front End)

- a. Artist may apply to multiple Calls to Artists concurrently  
PublicArtist.org already includes calls from many other agencies around the county and is being updated daily. All images and information are available for any call.
- b. Call may be public or private (generates link for targeted applications)  
True.
- c. Artist may select images from own Registry (Library) to submit in response to particular Calls  
True for Premium Artists.
- d. Artist may designate the order in which images will be viewed for each particular Call  
True for all artists.
- e. Unlimited character/word limit for Letter of Interest, Statement and Proposal submission.  
True. The art administrator can specify any limits desired for any particular call.
- f. Artists may hold and edit their application up until the time they submit it  
True.
- g. Allows for artist teams to apply – pulling from more than one individual pages in Registry  
True.

### 3.1.5 Application System – Admin Portal (Back End)

- a. Allows for multiple Calls to be open at once and accepting of applications  
True.
- b. Admin can upload and edit text, upload multiple images, and set exact deadlines for Call to Artists  
True.
- c. Applications sortable by project; provides data to be reported by individual and aggregate Calls  
Not currently implemented, but possible in the future with further input by AIPP on exact reporting

needed.

- d. Slide show component for jury review – with descriptive text, black background, text & image fit on screen without scrolling; prefer images same size  
True. See previous illustrations for the current screen layout for judges.
- e. Archivable Calls to Artists and corresponding artist applications  
True.
- f. Contains a juror database containing contact info and resumes  
True. AIPP and other agencies will add to this shared database.
- g. Allow for reports to be generated (e.g., new applicants, geographic area, ethnicity, etc.)  
Not currently implemented, but possible in the future with further input by AIPP on exact reporting needed.

### 3.1.6 Application System – Juror Portal (Back End)

- a. Ability for jurors to record their confidential comments on artists  
True. Jurors are also able to record comments and feedback for the artist to see.
- b. Allows jurors to print screens or applications as needed  
True.
- c. Jurors can view and score work online (remotely), aggregate scores, and print out results  
True.

## Prior Experience

PublicArtist.org is the culmination of experience in providing web-based Public Art Registry and Application Systems for a numbers of organizations. We have done business with the following companies and organizations under the name Seale Studios.

### Artist Foundation of San Antonio

Awards yearly monetary grants to artists in Bexar County. We developed their application system and web site.

Service began in 2007 and continues to the present.

Contact: Patricia Prachett, Co-Founder

P.O. Box 15797

San Antonio, Tx 78212

210.262.8653

Bellamax@aol.com

### Armed Forces Entertainment

As the official Department of Defense agency for providing entertainment to U.S. military personnel overseas, Armed Forces Entertainment and its performers have the honor of supporting soldiers, airmen, marines and sailors by bringing them the best in American entertainment. Musicians, comedians, cheerleaders and celebrities of sports, movies and television are recruited through our application system to perform for our troops.

Service began in 2006 and continues to the present.

Contact: Terry Croft  
Roger Christian & Company (Advertising Agency responsible for AFE)  
8035 Broadway  
San Antonio, TX 78209  
p.210.829.1953  
tcroft@rc-co.com

### **Luminaria - Arts Night in San Antonio**

Luminaria is San Antonio's annual night celebration of art and artists and takes place in downtown San Antonio in both outdoor and indoor venues. It showcases all art forms including Visual, Music, Theatre and Performance, Literary, Media, and Dance. It spotlights artists from San Antonio and all over the world.

We provide the web site and the application system for artists to apply to perform and exhibit at Luminaria.

Service began in 2010 and continues to the present.

Contact: Rod Rubbo, Chairman of the Board  
1149 E. Commerce Street, Suite 207  
San Antonio, Texas 78205  
210-212-4999  
rjrubbo@sbcglobal.net

### **Olana Group / Salud-Arte - Hospital Art Placement Program**

This organization seeks to promote the mission of University Health System (the county hospital of Bexar County) through public art and design enhancement. We built an application system to award over \$7 Million in grants for site-specific public art, design enhancement services and procurement of individual pieces or art.

Service began in 2010 and finished with the program in 2013. We still manage the web site for both Salud-Arte and the Olana Group

Contact: Allison Hays Lane, Principal  
505 West el Prado Drive  
San Antonio, Texas 78212-1725  
(210) 452 1220  
artsource@olanagroup.com

One of the main benefits of working with a shared system like PublicArtist.org is that, as updates are made to the system, all the members will benefit. Input from AIPP will help to make the system stronger, and AIPP will benefit from the input of other agencies and artists. A prime example of this is the Judges Database where qualified panelists and jurors from others areas would be available for AIPP's use.

## Cost of Services

The Normal Advertised Cost of Service for PublicArtist.org is as follows:

Annual Art Administrator Membership fee..... \$300  
 Per Call Fee ..... 1% of advertised Call Budgets  
 Artist Annual Premium Membership fee..... \$300

Because we understand from the Statement of Work that AIPP wants to provide a service to a select number of artists, we are proposing the following fee structure. The number of artists can vary. Please refer to the sliding scale for the cost. Values are rounded to the nearest dollar.

### Proposed Fee structure for the City of Austin AIPP

Annual Art Administrator Membership fee . . . . . Waived  
 Per Call Fee. . . . . 1% of AIPP Call Budget  
 Per Call Fee for calls with no budget (like Registry calls, etc) . . . . Waived  
 PLUS an annual fee from the following scale . . .

Number of artists hosted	Cost per artist	Total AIPP Cost	Normal Cost	Savings
1–10	\$ 250	\$ 2,500	\$ 3,000	\$ 500
11–20	243	4,850	6,000	1,150
21–30	235	7,057	9,000	1,943
31–40	228	9,127	12,000	2,873
41–50	221	11,066	15,000	5,118
61–70	208	14,577	21,000	6,422
71–80	202	16,160	24,000	7,840
81–90	196	17,634	27,000	9,365
91–100	190	19,006	30,000	10,994
101–110	184	20,279	33,000	12,720
111–120	179	21,459	36,000	14,540
121–130	173	22,550	39,000	16,450
131–140	168	23,556	42,000	18,444
141–150	163	24,481	45,000	20,518
151–160	158	25,330	48,000	22,669
161–170	154	26,106	51,000	24,894
171–180	149	26,812	54,000	27,187
181–190	144	27,453	57,000	29,547
191–200	140	28,031	60,000	31,969
201–210	136	28,549	63,000	34,450
211–220	132	29,011	66,000	36,988
221–230	128	29,420	69,000	39,579
231–240	124	29,778	72,000	42,221
241–250	120	30,089	75,000	44,911
251–260	117	30,353	78,000	47,646
261–270	113	30,575	81,000	50,424
271–280	110	30,756	84,000	53,243
281–290	107	30,899	87,000	56,100
291–300	103	31,006	90,000	58,994

We are certainly open to other pay structures, but we feel this one is equitable for the amount of work given the uncertain nature of future projects.

If the “percentage of call budget” is problematic, we would also be open to calculating a firm number based on 1% of the average of the previous 3 years’ calls.

### **Contact Information**

Ansen Seale  
President, PublicArtist.org  
ansen@publicartist.org  
210.348.0800

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**  
**SOLICITATION NO. RFQ GAL0441**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

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

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** 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 and agrees:

- (B) (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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin**  
**Minimum Standard Non-Discrimination 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.*

*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, 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 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 A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

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

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, 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 payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13th day of February, 2013

CONTRACTOR

Ansen Seale

Authorized Signature

Ansen Seale

Digitally signed by Ansen Seale  
DN: cn=Ansen Seale, o=Seale Photography, Inc., ou=Seale  
Studios, email=ansen@sealestudios.com, c=US  
Date: 2013.02.13 09:10:18 -06'00'

Title

President, PublicArtist.org