



Amendment No. 6
to
Contract No. NA150000110
for
Virtual Tours Photograph
between
Circlescape, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above-referenced contract. The extension option will be effective July 14, 2019 through July 13, 2020. There is one (1) additional option remaining on the contract.
- 2.0 The total contract amount is increased by \$200.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Initial Term: 07/14/2015 - 07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Administrative Increase 07/14/2015 - 07/13/2016	\$3,313.00	\$16,563.00
Amendment No. 2: Option #1 - Extension 07/14/2016 - 07/13/2017	\$200.00	\$16,763.00
Amendment No. 3: Option #2 - Extension 07/14/2017 - 07/13/2018	\$200.00	\$16,963.00
Amendment No. 4: Incorporate Additional Rate Sheet 08/18/17	\$0.00	\$16,963.00
Amendment No. 5: Option #3 - Extension 07/14/2018 - 07/13/2019	\$200.00	\$17,163.00
Amendment No. 6: Option #4 - Extension 07/14/2019 - 07/13/2020	\$200.00	\$17,363.00

- 3.0 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.
- 4.0 All other terms and conditions remain the same.

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

Signature & Date: Lisa Franzino 6/21/19

Printed Name: Lisa Franzino
Authorized Representative

Circlescape, Inc
2609 Hershel St.
Jacksonville, FL 32204
904-894-6275
lisa@circlescape.com

Signature & Date: Sarah Ramos 6/21/19

Sarah Ramos
Procurement Specialist II

City of Austin
Central Purchasing Office
124 West 8th Street, Ste. 310
Austin, TX 78701



Amendment No. 5
to
Contract No. NA150000110
for
Virtual Tours Photograph
Between
Circlescape, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 14, 2018 through July 13, 2019. There are two (2) additional options remaining on the contract.
- 2.0 The total contract amount is increased by \$200.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/14/2015-07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Administrative Increase 07/14/2015 - 07/13/2016	\$3,313.00	\$16,563.00
Amendment No. 2: Option 1 07/14/2016-07/13/2017	\$200.00	\$16,763.00
Amendment No. 3: Option 2 07/14/2017-07/13/2018	\$200.00	\$16,963.00
Amendment No. 4: Incorporate Additional Rate Sheet 08/18/17	\$0.00	\$16,963.00
Amendment No. 5: Option 3 Extension 07/14/2018-07/13/2019	\$200.00	\$17,163.00

- 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:

Lisa Franzino

7/06/18

Printed Name: Lisa Franzino
Authorized Representative

Sign/Date:

Linell Goodin-Brown

7-16-18

Linell Goodin-Brown
Contract Management Supervisor II

City of
Purchas
124 V
Aust

**City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701**



Amendment No. 4
to
Contract No. NA150000110
for
Virtual Tours Photograph
between
Circlescapes, Inc.
and the
City of Austin

- 1.0 The Contract is hereby amended to incorporate an additional rate sheet into the contract. The rate sheet is hereby incorporated to the Contract's Attachment B: Bid Sheet as "Attachment B1: Rate Sheet" effective August 18, 2017.
- 2.0 The total Contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/14/2015 – 07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Administrative Increase 07/14/2015 – 07/13/2016	\$3,313.00	\$16,563.00
Amendment No. 2: Option 1 07/14/2016 – 07/13/2017	\$200.00	\$16,763.00
Amendment No. 3: Option 2 07/14/2017 – 07/13/2018	\$200.00	\$16,963.00
Amendment No. 4: Incorporate Additional Rate Sheet 08/18/17	\$0.00	\$16,963.00

- 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.

Lisa Franzino 08/22/17

Signature and Date

Lisa Franzino

Printed Name of Authorized Person

Circlescapes, Inc
2609 Hershel St.
Jacksonville, FL 32204

M. Moore 8/22/17

Signature and Date

Marian Moore, Procurement Specialist III
City of Austin
Purchasing Office



rate sheet

Rate Sheet for Additional Items

There are lots of other marketing elements that you can add to your virtual tour a la carte. These add-ons allow us to customize the tour to add greater emotional marketing impact, draw attention to details, or help make the tour more interactive.

- **Additional Panoramas** — \$200
- **Clickable "Hotspots"** — \$25 each
these are clickable icons embedded into the spinning panorama that reveal a text box, a text hover or mouse over effect or link to another spin.
- **Photo Slideshows** — \$100 (each additional) (for pre-produced images)
we can embed your marketing images into a spin via a hotspot or a button on the main interface so you can show more of your features and amenities to prospective customers.
- **Video Clips** — \$100/each (for pre-produced video clip)
we can embed pre-produced video clips into the tour to add marketing impact. The clips can be stationary or spin with the panorama.
- **Sound Effects** — \$100/each (for pre-produced sound effect)
used to add emotional impact or whimsy to the tour.
- **Background Voice-overs** — \$75 per spin (includes production)
this is an effective way to narrate the tour, and help explain what people are looking at in each panorama. We can have it produced based on a script provided by you and voice chosen by us, or if you need copywriting, we can provide this at an additional cost.
- **Background Music** — \$100 (for pre-produced, pre-purchased mp3)
music helps tie the tour together, and adds to the sensory experience. If we need to purchase a piece of music, we will add that to the final invoice.
- **Text Descriptions** — \$25 per panorama
- **Asset or Tour Editing** — \$100/hr. If we are retouching the images provided by you, editing sound or video that you provide, or redesigning or changing your current virtual tour, we bill this at our hourly rate.



Amendment No. 3
of
Contract No. NA150000110
for
Virtual Tours Photograph
between
Circlescapes, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective July 14, 2017 to July 13, 2018. Three options remain.
- 2.0 The total contract amount is increased by \$200.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 07/14/2015 – 07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Administrative Increase 07/14/2015 – 07/13/2016	\$3,313.00	\$16,563.00
Amendment No. 2: Option 1 07/14/2016 – 07/13/2017	\$200.00	\$16,763.00
Amendment No. 3: Option 2 07/14/2017 – 07/13/2018	\$200.00	\$16,963.00

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

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

Signature and Date: _____

Printed Name:
Authorized Representative

Circlescapes, Inc
2609 Hershel St.
Jacksonville, FL 32204

Lisa Franjano

signature

Signature and Date: _____

Beatrice Washington
Beatrice Washington, Contract Management Specialist III
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA150000110
for
Virtual Tours Photograph
between
Circlescapes, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective July 14, 2016 to July 13, 2017. Four options remain.
- 2.0 The total contract amount is increased by \$200.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 07/14/2015 – 07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Administrative Increase 07/14/2015 – 07/13/2016	\$3,313.00	\$16,563.00
Amendment No. 2: Option 1 07/14/2016 – 07/13/2017	\$200.00	\$16,763.00

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

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

Signature and Date: Lisa Franzino 7/8/2016
Printed Name: Lisa Franzino, President
Authorized Representative

Circlescapes, Inc
2609 Hershel St.
Jacksonville, FL 32204

Signature and Date: Beatrice Washington 7/11/16
Beatrice Washington, Contract Compliance Specialist
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. NA150000110
for
Virtual Photography Services
between
Circlescapes Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding in an amount not to exceed \$3,313.00.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/14/2015 – 07/13/2016	\$13,250.00	\$13,250.00
Amendment No. 1: Contract increase 07/14/15 – 07/13/2016	\$3,313.00	\$16,563.00

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Lisa Franzino

Date 5/20/16

Printed Name: Lisa Franzino
Authorized Representative
Circlescapes, Inc.
2609 Herschel St. Jacksonville, FL 32204

Signature & Date:

Claudia Rodriguez

Date

5/24/16

Claudia Rodriguez, Sr. Buyer
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Circlescapes, Inc. (“Contractor”)
for
Virtual Tours Photograph
NA150000110**

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 Circlescapes, Inc. having offices at Jacksonville, FL 32204 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 PAX043015.

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), PAX043015 including all documents incorporated by reference

1.1.3 Circlescapes, Inc.’s Offer, dated 05/15/2015, 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 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 five (5) 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.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$13,250.00 for the initial Contract term and \$200.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

City of Austin

Sai Xoomsai Purcell

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

07/08/2015

Date:

Virtual Tour Proposal for the Austin Convention Center Department



2609 Herschel St.

Jacksonville, FL 32204

904.383.7746

information@circlescapes.com

www.circlescapes.com

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2609 Herschel St.
Jacksonville, FL 32204
904.383.7746
information@circlescapescapes.com
www.circlescapescapes.com

Executive Summary

Sai Xoomsai Purcell, Austin Convention Center
Re: Virtual Tour Proposal

Dear RFQ review team,

Thank you for the opportunity to respond to your Request for Proposal regarding the creation of virtual tour for the Austin Convention Center (ACC) and the Palmer Events Center (PEC). After you read through our proposal, you will see that Circlescapescapes has the knowledge and experience to be the best choice for your virtual tour project.

The all-inclusive cost to develop the ACC and PEC virtual tours is \$13,250. This price gives you:

- Experienced, professional panoramic photographers who will take 40 crisp, clear, detailed panoramas that can spin in 360 X 720 degrees
- A virtual tour with a custom-designed, easy-to-use virtual tour interface, branded to seamlessly match your website and marketing materials
- A tour that works on all devices — PCs, tablets and smartphones
- An integrated 3D stackable floor plan so users can easily navigate throughout the tour
- The ability to add video clips, photo galleries, and clickable elements to the spinning panoramas, so you can point out key details and make the tours even more interactive and informative
- The ability to share the tour on a variety of social media platforms
- One year of hosting and domain name registration on a third-party website. Additional years are \$200/year
- The ability to load the tour locally on a laptop, thumbdrive or tablet
- Integrated Google Analytics
- A tour that meet your needs now, but can also expand, as needed

Since 2008, Circlescapescapes has created over 300 virtual tours for clients in 33 states and overseas. In short, we love what we do, and we are good at it. Our goal is to exceed your expectations and according to our clients, we do — all the time. That's what drives us to be the most dynamic virtual tour provider on the net.

We're looking forward to working with you and to helping with this (and future) project needs.

Sincerely,



Lisa Franzino
President – Circlescapescapes, inc.
lisa@circlescapescapes.com
mobile: 904-894-6275
fax: 503-863-3813



2609 Herschel St.
Jacksonville, FL 32204
904.383.7746
information@circlescapescapes.com
www.circlescapescapes.com

Professional Experience

Since 2008, Circlescapes has created virtual tours for hospitals, nursing homes, boarding/private schools, state parks systems, colleges, convention centers, tourist attractions, hotels/resorts, theatres, condominiums, live events, and spas in 33 states, as well as overseas. And this industry list continues to grow as more and more businesses realize the advantages of showcasing their brick and mortar environments to the virtual world in 360-degrees.

Two of our previous clients stand out as similar to the ACCD project.

- **Oregon Convention Center**

In 2010, Circlescapes worked with the Oregon Convention Center to create a comprehensive virtual tour that includes 35 panoramic spins and features a custom-designed interface branded to reflect the design of their website and other marketing materials. The tour also includes multiple hotspots and links that give users access to more detailed information, and online event booking. We captured most of the photography over the span of a few weeks, which enabled us to highlight different events in the panoramas and capitalize on good weather in shots with an exterior view. In 2012, we returned to the OCC to shoot even more panoramas for their virtual tour.

- **Schlumberger Oilfield Services**

In 2014, Circlescapes was selected after an RFP process to create a virtual tour of Schlumberger's training facilities in Kellyville, Oklahoma. We photographed 45 panoramas at their main campus (4 buildings, 2 outdoor training facilities) and at an off-site residential campus. Their tour featured a custom interface designed to support their brand standards. The navigation included floor plans for each building, forward and backward buttons to move to the "next" or "previous" panorama and directional hotspots enabling the user to wander organically through the tour. Embedded throughout are hotspots offering more information or still images. We traveled to Oklahoma on two separate occasions and will work with them in the future as they update their facilities.

Circlescapes has also worked on many large-scale projects with clients that have multiple facilities in one region or spread out all over the country. This has enabled us to hone our planning skills so that we can maximize our time on site. We excel at quickly assessing a space, making adjustments so that it yields a better shot, and working as unobtrusively as possible, especially when there is business (or fun- depending on the client) happening around us. In other words, we can get in and get out without disturbing your clients or their attendees.

Two notable projects where we have effectively done this are the **New York State Park System** and **Select Medical**. For the New State Parks project, we worked with 95 parks over two summers to create virtual tours of their camping facilities and natural attractions. We had to cover a lot of ground, so it was paramount that we efficiently stage and capture the panoramas – all with hundreds of people enjoying the park around us. Similarly with Select Medical, in working with their 100+ locations all across the nation, we had to be very sensitive to the life saving work that was going on throughout the photo shoot.

Professional Experience

A Sampling of our Clients

Mentioned below are just a few of the many successful projects we have undertaken since 2008. **You can see some of our work at www.circlescapescapes.com/work.**

2008

- PGA Tour – Tournament Players Championship Golf Tournament
- TPC Sawgrass Clubhouse
- Ponte Vedra Resorts - 2 hotels, and a spa
- Dove Lewis Animal Hospital

2009

- Baptist Medical Center of Northeast Florida – 4 hospitals
- The Bolles School – 3 campuses
- John Hancock Tower

2010

- Oregon Convention Center
- Gulf Coast Healthcare – 44 nursing homes in FL, AL and MS
- Florida Coastal School of Law
- The Fox Theatre in Atlanta
- American School of Paris

2011

- University of St Augustine – 3 campuses in FL, CA, and TX
- Morehouse College
- Community Hospice of Northeast Florida – 5 care centers
- McCallie School

2012

- Select Medical Corporation – 110 hospitals in 29 states
- St Luke's Episcopal Health System of Texas – 5 hospitals in TX
- Kaiser Permanente of Georgia – 2 hospitals in GA
- Miss Porter's School

2013

- Healtheast Hospital
- Vibra Acute Care
- New York State Park System – 95 parks and campgrounds
- Ciudad Mujer – Women's Center in El Salvador

2014

- Jacksonville University
- Bridgeport Hospital
- Schlumberger Oilfield Services – Kellyville Training Center in OK

2015

- Oyez
- Consulate Health Care
- University of Kansas Athletics

Professional Experience

Our mission is to be the most dynamic virtual tour provider on the net. We love what we do and it shows in our clients' satisfaction. Our goal is to exceed expectations in several ways, including:

- Beat all deadlines
- Make you (and your customers) say "wow!" at the results
- Streamline expenses to lower the budget
- Manage all the logistics, so the overall process is easy on you and your staff
- And of course, create a custom, lasting marketing tool that will help you drive traffic to your event facilities

Circlescapes is small – but flexible and expandable – by design. Our owners, Lisa Franzino and Jared Varon, will also be your photographers, so decisions and changes can be made quickly. Lisa is based in Portland, OR and Jared is in Jacksonville, FL. We collaborate throughout the day via Skype, instant messaging, email and phone – and we keep all documentation in electronic form. This keeps us quick and nimble; and keeps our carbon footprint low. We carry full coverage insurance on all our photographers, equipment and data.

Circlescapes is a member of the International VR Photographers Association (IVRPA), a corporate sponsor of The Association of Boarding Schools (TABS), and affiliate member of the inspirED School Marketers group. We have been profitable since the company's beginnings and continue to explore new ways to exceed our clients' expectations.

ATTACHMENT B: Bid Sheet
CITY OF AUSTIN ("CITY")
VIRTUAL TOUR PHOTOGRAPHY SERVICES

Special Instructions:

Failure to respond to all sections of this Bid Sheet, or altering this Bid Sheet, may result in the disqualification of the Responder's bid.

Provide prices for the initial photography services as described in the Scope of Work, annual hosting fees for each extension option, and fees for additional photography (if required by ACCD).

ITEM No.	DESCRIPTION	PRICE
1	Fee for services including all material/supplies, equipment, labor, travel, and hosting/analytics for the initial 12-month period	\$ 13,250
2	Annual fee for hosting and analytics of virtual tour after the initial 12-month period	\$ 200
3	<p>In the space below, provide fee schedule for additional photography, reference item 4.1.2.1 of the Scope of Work (Responder may provide a flat rate, hourly pricing, or responder may attach a price sheet and indicate a percentage (%) Discount from the price sheet):</p> <p>Each additional panorama = \$200</p>	

Sample of Previous Work

The following samples are representative of the type of work we do for our clients. Note that each tour looks completely different from the next. This is because we do not use template-driven designs. Rather, we listen to each client's needs, absorb their brand standards, and produce a custom marketing piece that fits seamlessly into their current marketing materials.



Oregon Convention Center

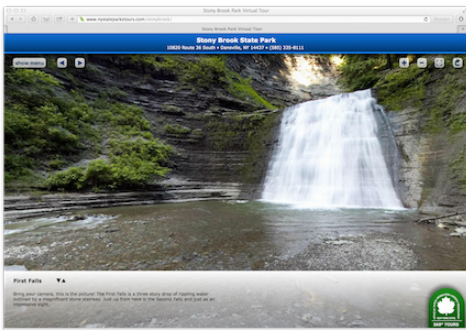
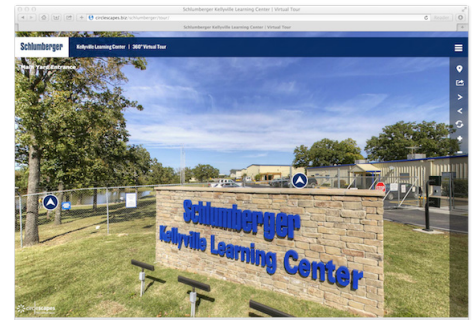
<http://www.circlescapes.biz/OCC>

35 panoramas + photo/information hotspots + links to online booking info
Portland, Oregon

Schlumberger

<http://www.circlescapes.biz/schlumberger/tour>

45 panoramas + directional hotspots + multiple floorplan maps
Kellyville, Oklahoma



New York State Park System

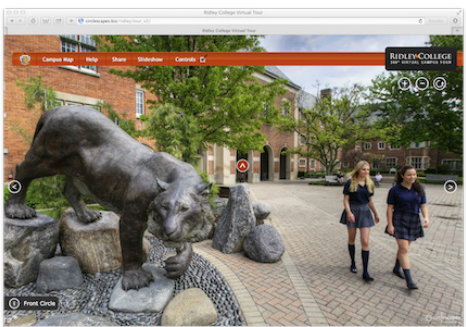
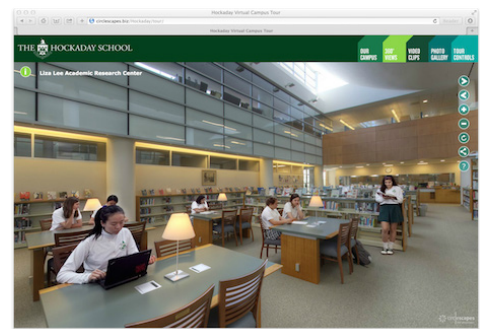
<http://www.nystateparkstours.com>

95 state parks/campgrounds + photo galleries + links to online reservations
Throughout the state of New York

Hockaday School

http://www.circlescapes.biz/Hockaday/tour_novideo

24 panoramas + photo galleries + thumbnail and map navigation
Dallas, Texas



Ridley College School

http://circlescapes.biz/ridley/tour_v2/

23 panoramas + photo galleries + map navigation + photos & videos
St. Catharines, Ontario

Project Approach

Our Promise to You!

Circlescapes will deliver a virtual tour for the Austin Convention Center Department that:

- Includes 40 HD 1080p panoramas that are crisp and clear and can spin in all directions – up, down and around in 360 degrees
- Has two custom-designed, easy-to-use interfaces (one for the ACC, one for the PEC) that meet your brand requirements and seamlessly integrate with your website, both in functionality and aesthetics. We do not have a design template that we use for all our clients!
- Features a 3D stackable floor plan that the user can access to navigate from one area to the next and from spin to spin.
- Will detect the user's device (computer, tablet or smartphone) and display the correct version of the tour (Flash or HTML5) for their device
- Can be shared on social media platforms
- Is portable and not tied to a specific webserver, and can be loaded locally on laptops, thumbdrives, and tablets for maximum usage by your sales teams — even in areas without an internet connection!
- Has no recurring monthly fees
- Incorporates Google Analytics, so ACCD can monitor the overall impact of the virtual tour
- Is easy for you from a project management standpoint. Our photographers and virtual tour programmers are the owners of the company, so our goal is to make the process as easy for you as possible. Our clients will attest to this.
- Exceeds your expectations in functionality and design
- Is ready for review within two weeks after photography is completed
- Meets your needs now, but is expandable in the future

Additionally, we will manage the hosting of the tour through a third-party webhost for 12 months. At the end of each 12 month period, the ACCD will have the option to extend the virtual tour's hosting arrangement for an additional year.. The tour can also be loaded locally on laptops and tablets, so your sales teams can use the tour in any location – no internet required.

Project Approach

The Virtual Tour Process

As stated, our goal is to meet and exceed your expectations for the project, both in timing and quality. To ensure that we complete the project on time and on budget, we will break down the project into the following phases (many of which will overlap each other):

Phase 1 — Initial Interface Design and Project Planning:

Once the contract is signed, we will get started custom designing Flash-based and HTML5-based versions of your tour for use on computers, tablets and smartphones. To begin this process, we will communicate with the ACCD's marketing representatives to make a list of must-haves and must-not-haves in the virtual tour. Plus, we will request all important assets be emailed to us. Assets include:

- Floor Diagrams/Renderings for the 3D map for both the ACC and PEC
- Logos for both the ACC and PEC
- Branding Guidelines
- Fonts
- Any other marketing materials to be used as references in the design phase

Within 2 weeks after we receive your assets, we will email a PDF of the interface concepts for both the ACC and PEC for your review. Once we receive your feedback, we will make any changes to the design and resubmit for your approval or until you are happy with the design.

Note: There is no limitation to the number of design changes in this phase. Make as many changes as needed. We aren't happy unless you are, and won't start building the virtual tour until you give us final sign-off on the design.

In this phase, your photographer will also hold phone conversations with the ACC and PEC on-site liaisons to:

- Determine good photography dates and times
- Make a preliminary shot location list. This list is for planning and discussion purposes only. ACCD can change this list at any point in time, as needed.
- Talk about the best ways to stage the scenes — people vs no people, empty vs set up, etc.
- Discuss the staff members, equipment, and props and that might need to be on-hand during the photo-shoot

Based on these conversations, Circlescapes will write and deliver planning documents to all the key stakeholders. This document will help ensure that everyone is on the same page, so the shooting days go as smoothly as possible.

Project Approach

Phase 2 — Photography:

One photographer will be on-site to capture the panoramic images. It may be necessary to be in the area for a few weeks or it may involve multiple trips to Austin, depending on your events schedule. We generally budget 1 day on-site for 15 spins, but again, we realize we would be scheduling around your events, so we will be flexible with the timing.

We shoot all our virtual tour photographs using the high-end Canon 5D Mark II camera and Canon 15mm fisheye lens, which ensures that the images will be crisp and detailed. In addition, we shoot in RAW format, which allows us to achieve the truest colors and sharpest images.

Using specialized panoramic tripods, we take 6 shots around in a circle, and 1 shot straight up using a fisheye lens. Each shot overlaps the ones next to it, so we can connect, or “stitch”, the photos together to form a seamless image. When scenes have a mix of very dark and very bright spots, we employ a technique called Real-Eye HDR (High Dynamic Range) Photography. Real-Eye HDR involves the process of taking the exact same shot with multiple exposures, ranging from very bright to very dark. Then we merge those shots together to form one shot that is not too dark, and not too bright – much like your real eye would see. For each HDR panoramic spin, we will shoot at least 21 images.

The photos below illustrate this technique.



**room well lit
but
windows too bright**



**windows well lit
but
room too dark**



HDR photos merged

Project Approach

Phase 3 — Photo Preparation:

We are sticklers for details and driven by the desire to make each panorama look amazing. After we finish the photography, all the images will be sent to Jacksonville, Florida to be processed, stitched and cubed. All data will be backed up daily and duplicated for full redundancy.

- **Processing** — We will take the RAW photos, remove any color fringing, then color-correct, and process the HDR exposures to eliminate the bright and dark spots.
- **Stitching** — Once the images are processed, we will “stitch” them together into one large equirectangular image. In this stage, the large image also gets cleaned up in Photoshop to ensure the panorama fits together seamlessly.
- **Cubing** — After the stitching phase, we will use software to glue the equirectangular image onto a sphere, then cut it into 6 cube faces. In this stage, we also use Photoshop to make the tripod magically disappear and do any final image cleanup.

Phase 4 — Tour Building, Testing, Approval:

Our programmers will build the tour based on the approved design. This phase also includes testing and approval. It takes approximately 2 weeks to build the tour after the photography is complete.

Phase 5 — Launch!

- **Domain Name** — We will work with your marketing team to determine the best domain name(s) for the virtual tours, and if desired, will procure those names on the ACCD’s behalf. We recommend purchasing the domain name for 3 years. We will set up the account in the ACCD’s name so that your staff can manage the account.
- **Web Hosting** — We don’t think your virtual tour should be tied to a specific webserver, so we do not host any virtual tours internally. Rather, we will purchase 1 year of hosting with a reputable 3rd party webhost. Our preferred vendor is FatCow (<http://www.fatcow.com>). They have a 99.9% uptime rate, and are powered 100% by wind energy, so they are also very eco-friendly. As with the domain name, we will set up the account in your name so that you have the ultimate ownership of the files and can also easily access and manage the account.
- **Local Device Setup** — In addition to the online hosting, we will give you instructions on how to load the entire virtual tour locally on your laptops and tablets, so your sales teams and staff can use the tour from any location, with no internet access required. This gives you maximum flexibility and control over your tour, and allows you to move the files to any hosting server at any point in its lifespan.
- **Maintenance** — Small changes to text descriptions are included for the first year. Any additional photography needed after the initial photography session will be billed separately at \$200/panorama + travel

Project Approach

Delivery Timeline

Since we don't know the starting date yet, we've based the following timeline on four project milestones — the contract signing, the approval of the design interface, the completion of photography, and the approval of the tour.

Milestone 1 — after contract is signed

in first week:

- Phone conversation with ACCD marketing about must-haves and must-not-haves and good dates/times for photography
- Phone conversations with ACC and PEC on-site liaisons
- Assets obtained from ACCD
- 50% invoice sent to ACCD
- Purchase of the Domain Name

within first 3 weeks:

- Virtual tour interface designed and send for approval
- Planning document written and delivered to the ACC and PEC on-site liaisons

Milestone 2 — after interface design is approved

- Virtual tour interface development and programming

Milestone 3 — after photography is completed

within first 2 weeks:

- Photography processing, stitching, cleanup
- Building of the virtual tour by adding the panoramas to the interface, development of the navigational system, and adding any interactive elements to the virtual tour.
- Hosting plan purchased and set up on a 3rd party server
- Google Analytics Account is set up on the new server
- Tour is uploaded to the new virtual tour server, and a link is sent to ACCD staff for review
- 25% progress invoice sent to ACCD

Milestone 4 — after approval of tour

- Virtual tours go live!
- Final invoice sent to ACCD

References

Don't just take our word for it. Allow some of our larger clients to share with you their experiences.

<p>Oregon Convention Center</p> <p>Matt Pizzuti Deputy Director 777 NE Martin Luther King Blvd Portland, Oregon 97232 MattPizzuti@oregoncc.org Phone: 503-235-7577</p>	<p>The Oregon Convention Center, located in Portland, contacted Circlescapes to develop a comprehensive virtual tour of its 255,000 square foot facility. The 2-phase project took place in 2010 and 2012. The tour consists of 35 high-resolution panoramic scenes, plus informational and directional hot spots. It is viewable on PCs, iPhones and iPads.</p> <p>http://www.circlescapescapes.biz/OCC</p>
<p>New York State Office of Parks, Recreation and Historic Preservation</p> <p>Wendy Gibson Director of Marketing 625 Broadway Albany, NY 12238 Wendy.Gibson@parks.ny.gov Phone: 518-474-0073</p>	<p>New York has 180 state parks and 50 campgrounds run by the State Park System and Department of Environmental Conservation. In the summers of 2013 and 2014, we created virtual tours for 95 of those parks. In the summer of 2015, we will add 22 more. The virtual tours work on PCs, tablets and smartphones, have been met with rave reviews (even getting a commendation from the Governor), and have driven camping reservations. All the tours are accessible from a special domain name (listed below), from the State's main website, and from the website reserveamerica.com.</p> <p>http://www.nystateparkstours.com</p>
<p>The Hockaday School</p> <p>Katie Townend Assistant Director of Marketing 11600 Welch Road Dallas, TX 75229 ktownend@hockaday.org Phone: 214-360-6525</p>	<p>The Hockaday School is an all-girls private school in Dallas, Texas. In 2014, Hockaday chose Circlescapes to bring their campus to to life online. The tour consists of 24 panoramas, four types of navigation (campus map, thumbnail images, directional hotspots, and forward/backward arrows), and a photo gallery.</p> <p>http://www.circlescapescapes.biz/Hockaday/tour_novideo</p>



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: PAX043015

COMMODITY/SERVICE DESCRIPTION: Virtual Tour
Photography Services

DATE ISSUED: 04/30/2015

REQUISITION NO.: 15042200297

COMMODITY CODE: 9155175

QUOTE DUE PRIOR TO: 05/18/2015, 2:00 pm, local time

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

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 972-4016

E-Mail: sai.xoomsai@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:
E-MAIL: sai.xoomsai@austintexas.gov

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	5
0600	QUOTE SHEET – Must be completed and submitted with Offer	1
0700	REFERENCE SHEET – Complete and submit if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

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

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

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Circlescapes, Inc.

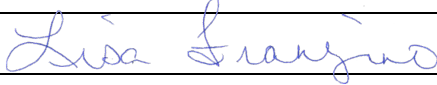
Company Address: 2609 Herschel St

City, State, Zip: Jacksonville, FL 32204

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Lisa Franzino

Title: President

Signature of Officer or Authorized Representative: 

Date: 5/15/15

Email Address: lisa@circlescapes.com

Phone Number: 904-894-6275

*** Completed Quote Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**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

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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 March 2013).

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.
- 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.

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- 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 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 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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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. **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.
39. **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.
40. **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.
41. **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.
42. **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

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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.

43. **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.
44. **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.
45. **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.
46. **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.
47. **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.
48. **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

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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.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **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.
51. **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.

52. **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.
53. **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.

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54. 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 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.

55. 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".

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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 two (2) business days prior to the Solicitation Due Date.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to five additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department
Attn:	Austin Convention Center
Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78701

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

5. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Convention Center Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Convention Center Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Convention Center Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

6. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of

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accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Wages and Salaries	
Series ID: CEU0700000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Service-providing	
This Index shall apply to the following items of the Bid Sheet: All	

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

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

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

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

8. **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:

Noe Lara

Noe.Lara@austintexas.gov

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512-404-4023

**AUSTIN CONVENTION CENTER DEPARTMENT
SCOPE OF WORK
FOR
VIRTUAL TOUR PHOTOGRAPHY SERVICES**

1.0 PURPOSE

This Scope of Work establishes the requirements for a vendor entrusted with the construction of a new web-based virtual tour for the Austin Convention Center Department (ACCD) and its website, which is currently under re-design. The services to be provided under this Contract will be performed at Austin Convention Center and Palmer Events Center. During the execution of the Contract, ACCD may elect to expand services for other locations.

Upon completion, the ACCD will be the sole owner of the virtual tour product, including all design elements, branding, interactivity and functionality. The Contractor shall host the tour for a period of 12 months from delivery and launch of product. Subsequent to the initial 12-month period, ACCD may elect to extend the terms of the Contract up to five 12-month periods. Therefore, this Contract shall have an initial period of 12 months with five (5) 12-month extension options.

2.0 BACKGROUND

ACCD is an enterprise Department within the City of Austin. The Department maintains and operates the Austin Convention Center (ACC), Palmer Events Center (PEC), the African-American Cultural and Heritage Center, and three parking garages. The Department offers a variety of facilities and services to clients, with a mission to provide exemplary customer service. For more information about our department, visit our website at www.austinconventioncenter.com.

Austin Convention Center (ACC) – 500 E. Cesar Chavez – The ACC is an 881,400 square foot convention, exhibit, and banquet facility. The ACC features 246,097 gross square feet of column-free exhibit space and meeting capacity. The ACC hosts a wide variety of events, including but not limited to conventions, banquets, concerts, dances, trade shows, meetings and athletic events.

Palmer Events Center (PEC) – 900 Barton Springs Road – The PEC is a 131,000 square foot multipurpose events center with a main floor and 2nd floor with meeting rooms and administrative area. Each year the PEC hosts a wide variety of events, including but not limited to conventions, trade shows, concerts, dances, banquets, exams, and meetings.

3.0 RESPONDER ELIGIBILITY REQUIREMENTS

The Responder must be an established vendor regularly engaged in creating virtual tours in-house, with no third-party assistance, for convention centers or other facilities which are similar in scope and size for a minimum of three years.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 The virtual tours shall be in accordance with the preferences of ACCD, reserving the organization the right to approve all photography, design and functionality elements comprising the virtual tour. Nevertheless, full responsibility falls upon the Contractor to meet the quality and specifications ACCD requires in its virtual tour.

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- 4.1.1 Upon completion, any revisions made to the virtual tour by the Contractor without prior written approval will be corrected at the full expense of the Contractor.
- 4.1.2 Forty HD 1080p distortion-free photographic images with a 360°-720° facility views must be taken. Attachment A indicates the shot locations at both PEC and ACCD.
 - 4.1.2.1 During the execution of services, ACCD may determine additional photography is required. If such an instance should arise, the Contractor may charge ACCD for the additional photography. Include in your response a pricing structure for additional photography. ACCD reserves the right to change a shot location should it be deemed necessary, or desirable, once the Contractor is on-site. Changing the shot location shall be at no additional cost to ACCD.
- 4.1.3 All photographer fees, such as travel, photographer's materials and supplies, shall be included in the overall bid price and shall not be invoiced as a separate line item.
- 4.1.4 The Contractor shall provide full vector facility diagram overlay integration, along with 3-D stacking of floor levels to be included in the construction of its personalized virtual tour.
- 4.1.5 The integration of the virtual tour shall be completely customizable within the updated ACCD website, creating a seamless fit with attention to branding, functionality, and aesthetics between the two.
- 4.1.6 An initial hosting period of 12 months shall be included and shall not be invoiced as a separate line-item.
 - 4.1.6.1 The initial 12-month hosting period shall begin upon ACCD's acceptance of the finished virtual tour/photography.
 - 4.1.6.2 Upon expiration of the initial 12-month hosting period, and subject to a mutually agreed extension of the Contract, the Contractor shall continue to host the virtual tour/photography.
 - 4.1.6.3 Included in the hosting, the Contractor shall provide analytics. ACCD will use the analytics to determine how the virtual tour is being utilized by its potential clients.
- 4.2 The virtual tour must be viewable and fully functional from a variety of platforms, such as desktops, smartphones, tablets, etc., with full PC and MAC compatibilities. In addition, any system upgrades that come into existence as web technology progresses shall be included at no extra cost.
- 4.3 Upon receiving the link to the virtual tour, ACCD will have ten (10) business days to test the final product. Testing may include, but not be limited to, embedding the link in ACCD's website (in a test environment and/or on ACCD's public website) and testing the connection

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to the host site, viewing the virtual tour from multiple and various platforms, and verifying the analytics.

- 4.3.1 If during ACCD's testing, problems are identified with the connectivity, hosting, or any other aspect of the virtual tour, the Contractor shall work with the ACCD Contract Manager to identify and solve the problems, provide a timeline to have the problems resolved (if applicable), and a date to have a secondary testing (if applicable).
- 4.3.2 Upon ACCD's final acceptance of the final product/virtual tour, the initial hosting period shall begin. Final acceptance from ACCD will be in writing and from the ACCD Contract Manager.

5.0 CITY'S OBLIGATIONS

- 5.1 The City shall grant the Contractor access to ACC and PEC for the purpose of constructing a virtual tour for ACCD. Access will be dependent on the schedule of events at ACC and PEC. A designated representative of ACCD will accompany the Contractor's photographer for this purpose.
 - 5.1.1 The Contractor understands and agrees that the scheduling of events take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD liable, financially or otherwise, if alterations in the ACCD event schedule require changes in granting the Contractor access.
- 5.2 The City shall make every effort to immediately notify the Contractor of changes in the schedule of events, which may have an impact on any other schedule agreed to by ACCD and the Contractor.

6.0 CONTRACT CLOSE-OUT

- 6.1 The Contractor shall submit a final invoice upon expiration of this agreement.
 - 6.1.1 ACCD reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the Contract Close-Out terms.

7.0 OMISSIONS

It is the intention of this specification to acquire a virtual tour of the type described, delivered, and ready for full operation. All items omitted from the specifications, which are clearly necessary for this service shall be considered a requirement although not directly specified or called for herein.

8.0 VENDOR'S RESPONSE In responding to this solicitation, ACCD requests the following information:

- 8.1 **Executive Summary:** Prefacing the response, provide an Executive Summary which gives in brief, concise terms, a summation of your firm's ability to provide the services as

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SCOPE OF WORK
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described in the Scope of Work. The Executive Summary should include the following information:

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

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

8.3 Fees: Using Attachment B, Bid Sheet, submit the fees for the requested services. Services for the first year shall include all material, equipment, labor, travel, analytics and hosting fees. Pricing for the extension options should be hosting fees only. Include rates for additional photography, item 4.1.2.1.

8.4 Sample of Previous Work:
Submit a minimum of five samples of previous work performed which is similar in scope and size to this project. Samples may be submitted in an electronic format (CD or USB) or as a link to a hosted website.

8.5 Project Approach:
Describe in detail your understanding of the project as presented in the Scope of Work. Describe the method(s) to be used to complete the work, the techniques required to complete the work, and include any potential issues which may arise and your approach to resolving those issues. Provide a timeline/project schedule: describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule.

8.6 References:
Include a minimum list of three clients your firm has provided similar services for, the dates that the services were provided, and furnish the names and telephone numbers of any references we may contact.

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

9.0 EVALUATION FACTORS

9.1 Cost (30 points) The Responder with the lowest fee will be awarded the maximum points; other Responders are awarded points on a pro-rated basis.

9.2 Quality and Performance of Samples Provided (40 points) Samples clearly demonstrate a high-quality end product which will complement ACCD's mission of providing exemplary customer service to its clients.

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- 9.3 Prior Experience (20 points) Respondent demonstrates prior experience in project's similar in size and scope.
- 9.4 Project Approach (10 points) Respondent demonstrates clear understanding of the requirements of the solicitation and identifies their concept of the program and plan to accomplish each of the Tasks.

ATTACHMENT B: Bid Sheet
CITY OF AUSTIN ("CITY")
VIRTUAL TOUR PHOTOGRAPHY SERVICES

Special Instructions:

Failure to respond to all sections of this Bid Sheet, or altering this Bid Sheet, may result in the disqualification of the Responder's bid.

Provide prices for the initial photography services as described in the Scope of Work, annual hosting fees for each extension option, and fees for additional photography (if required by ACCD).

ITEM No.	DESCRIPTION	PRICE
1	Fee for services including all material/supplies, equipment, labor, travel, and hosting/analytics for the initial 12-month period	\$ 13,250
2	Annual fee for hosting and analytics of virtual tour after the initial 12-month period	\$ 200
3	In the space below, provide fee schedule for additional photography, reference item 4.1.2.1 of the Scope of Work (Responder may provide a flat rate, hourly pricing, or responder may attach a price sheet and indicate a percentage (%) Discount from the price sheet): Each additional panorama = \$200	

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Circlescapes, Inc.

1. Company's Name Oregon Convention Center
Name and Title of Contact Matt Pizzuti - Deputy Director
Present Address 777 NE Martin Luther King Blvd
City, State, Zip Code Portland, OR 97232
Telephone Number (503) 235-7577 Fax Number (503) 731-7802
Email Address MattPizzuti@oregoncc.org

2. Company's Name New York State Office of Parks, Recreation and Historic Preservation
Name and Title of Contact Wendy Gibson - Director of Marketing
Present Address 625 Broadway
City, State, Zip Code Albany, NY 12238
Telephone Number (518) 474-0073 Fax Number ()
Email Address Wendy.Gibson@parks.ny.gov

3. Company's Name The Hockaday School
Name and Title of Contact Katie Townend - Assistant Director of Marketing
Present Address 11600 Welch Road
City, State, Zip Code Dallas, TX 75229
Telephone Number (214) 360-6525 Fax Number (214) 265-1649
Email Address ktownend@hockaday.org

Section 0835: Non-Resident Bidder Provisions

Company Name Circlescapes, Inc.

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

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

Answer: Non-resident Bidder

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

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

Answer: No Which State: Florida

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

Answer: _____