



Amendment No. 1
to
Contract No. NA160000147
for
Business Outreach, Engagement, and Education Services
between
Morningside Research and Consulting, Inc.
and the
City of Austin

- 1.0 The City hereby amends the above-referenced contract to clarify the Scope of Work (SOW). This amendment hereby deletes, in its entirety, the original language in Section 4.3 of the SOW and replaces the provision as follows:

4.3 Deliverables

The Contractor shall assist with three (3) city wide areas through engaging business and property owners in selected commercial areas as part of this contract. Commercial areas and corridors chosen may vary in size. The contractor will identify and implement new approaches and technologies as appropriate to educate, engage, and motivate businesses to be involved in this effort. The contractor through identifying new approaches and technologies will develop an approach to gather business patron information and create a plan for implementation of a survey including a method for reporting survey results. This shall include, but is not limited to the following:

- 4.3.1 *Incorporate and include best practices on survey approaches that have been successful; factor in audience and goals of information City of Austin (COA) and Business District are seeking*
- 4.3.2 *Incorporate and include COA and Business District goals into survey development as well as best practices for information seeking to collect*
- 4.3.3 *Outline strategy for implementation including logistical details including survey delivery methods, and business participation*
- 4.3.4 *Develop the metrics and threshold of survey results*
- 4.3.5 *Develop the survey content/language*
- 4.3.6 *Outline survey reporting mechanism*

- 2.0 The total contract authorization is unchanged and is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2016 – 06/30/2017	\$35,000.00	\$35,000.00
Amendment No. 1: 04/13/17-Scope of Work Change	\$0.00	\$35,000.00

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

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

Sign/Date:

Shari L. Holland 4/17/17

Printed Name: Shari L. Holland
Authorized Representative
Morningside Research and Consulting, Inc.
PO BOX 4173
Austin, TX 78765

Sign/Date:

Claudia Rodriguez 4/17/17

Claudia Rodriguez
Procurement Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Morningside Research and Consulting, INC (“Contractor”)
for
Business Outreach, Engagement, and Education Services
NA160000147**

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 **Morningside Research and Consulting, INC** having offices at Austin, TX 78731 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 MHJ0104**.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), MHJ0104 including all documents incorporated by reference (Scope of Work and the City of Austin STANDARD PURCHASE TERMS AND CONDITIONS)
- 1.1.3 Morningside Research and Consulting, INC Offer, dated June 09, 2016, 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 two (2) 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 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.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 None to address.

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.

**MORNINGSIDE RESEARCH AND
CONSULTING, INC**

CITY OF AUSTIN

Shari L. Holland

Printed Name of Authorized Person

Shari L. Holland

Signature

President

Title:

July 13th, 2016

Date:

MARTY JAMES

Printed Name of Authorized Person

[Signature]

Signature

BUYER II

Title:

JULY 18, 2016

Date:



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

06/30/2016

Dear **Morningside Research and Consulting, INC:**

The City of Austin has approved the execution of a contract with your company for **Business Outreach, Engagement, and Education Services** in accordance with the referenced solicitation.

Responsible Department:	City of Austin Economic Development Department (EDD)
Department Contact Person:	Nicole Klepadlo
Department Contact Email Address:	nicole.klepadlo@austintexas.gov
Department Contact Telephone:	(512) 974-7739
Project Name:	Business Outreach, Engagement, and Education Services
Contractor Name:	Morningside Research and Consulting, INC
Contract Number:	NA160000147
Contract Period:	12 months
Dollar Amount	\$35,000.00 estimated annually
Extension Options:	2, twelve (12) month options
Requisition Number:	N/A
Solicitation Type & Number:	RFP MHJ0104
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marty James



Buyer II
City of Austin-Purchasing Office
124 West 8th Street
Austin, TX 78701
512-974-3164
Marty.James@austintexas.gov

Morningside 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 releases and holds the City

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

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.

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

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>

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

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.

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

- 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.

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

- 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

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

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 48. 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

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

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.

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

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

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

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

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **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.

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

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 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

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

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
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.

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

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.

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. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via email to Marty.James@austintexas.gov no later than seven (7) business days before the solicitation close 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

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

- (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 three (3) 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. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

5. **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	Economic Development Department
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

- 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.

6. **RECYCLED PRODUCTS:**

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

7. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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

- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 20 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 20 percent of the employee's annual compensation while employed by the Contractor.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Economic Development 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 Economic Development 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 Economic Development building and security badges must be on display at all times when in the

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

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.

10. **ECONOMIC PRICE ADJUSTMENT:**

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

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

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU54161-54161	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Management consulting services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

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

15. **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:

Nicole Klepadlo

Phone: (512) 974-7825

Email: Nicole.Klepadlo@austintexas.gov

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

1.0 Purpose

The City of Austin (City) seeks proposals from qualified organizations (Contractor) to fulfill Austin Business Outreach, Engagement, and Education Services in city-wide commercial areas and corridors. The goals of the outreach and engagement efforts will be to educate, empower, and recruit businesses regarding the benefits and opportunities of forming merchants associations and organized business districts.

The services fulfilled by this RFP will be part the Soul-y Austin program: <https://austintexas.gov/soulyatx>. This program is part of the greater commercial stabilization effort within the City's Economic Development Department (EDD). Under the Soul-y Austin program, business owners receive a flexible set of tools to assist the formation and ongoing maintenance of merchants associations. Tools include meeting facilitation, access to legal resources, training, place-making activities, and activation award. This effort seeks to explore business interests, provide education, and recruit businesses to become involved and learn more as part of the Soul-y Austin program. The Contractor will be responsible for outreach and engagement in targeted commercial areas, facilitation of meetings in districts, collecting information and responding to business questions specific to the outreach efforts. The Contractor will work closely with the Soul-y Austin team consisting of subject matter experts, stakeholders, and City of Austin staff.

2.0 Background

Soul-y Austin is the City of Austin's Business District Incubator, established and launched in 2015. The Soul-y Austin purpose is to organize commercial areas into developing self-sustaining merchant associations with targeted education and support services. Soul-y Austin mirrors communities across the country that have employed strategies for commercial stabilization, including supporting the development of merchants associations as a common tool for cultivating thriving businesses in mixed-use districts.

The Soul-y Austin program began with a focus on outreach and education to solicit local business input on the concept of merchant associations. Initial Soul-y Austin outreach was administered in partnership with minority Chambers of Commerce to over 500 businesses and was supplemented by interviews with businesses in pilot commercial districts. The initial outreach to businesses revealed two major themes:

- Businesses were unfamiliar with merchant associations and had minimal experience with merchant associations in the Austin area.
- Businesses were interested in merchant associations when introduced to the concept, and expressed clear interest in many of the services merchant associations typically offer.

Later outreach efforts confirmed business interests in merchant association services, programming, and reinforced the need for a strong educational program combined with intensive grassroots efforts in commercial districts.

Three commercial districts were identified in 2015 for initial Soul-y Austin services, including E. 12th Street, Manor Road, and the Red River Cultural District. Two of these districts have formed their own merchants associations, and the remaining district continues to build leadership and capacity towards a path of merchant association formation. Merchants in these districts have expressed needs such as streetscape improvements and district beautification, shared branding and marketing, safety improvements, and connectivity enhancements. The current participating Soul-y Austin districts have also expressed serious concerns over city regulations and increasing property and rental costs. Soul-y Austin will continue to provide incubation and support services to these three districts to ensure the long-term sustainability and prosperity of their merchant associations. The 2016 phase of Soul-y Austin will incubate three new districts towards the formation of merchants associations and development of commercial area plans.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

Soul-y Austin has provided the following tools to support merchant association development:

- Education and recruitment
- Visioning and district planning services
- Training and coaching on entity formation
- Entity management and maintenance training
- Access to an activation award if an association is formed
- Placemaking funds and support
- Access to façade enhancement matching grants
- Marketing and Promotions
- Market analysis, and use and zoning analysis

Soul-y Austin seeks to educate businesses on the benefits of merchants associations, build capacity and harness a vision for the business district and most importantly, form an organizational structure that provides stability through the formation of a merchants association. Soul-y Austin will allow the City's Economic Development Department (EDD) to further develop programs and policies in support of these newly formed merchants associations. The program will also enable the City to collect additional information on specific concerns that businesses have or potential resources they may see as critical components to their success.

What is a Merchants Association?

A merchants association is a group of business owners that exist to anchor and stabilize neighboring businesses around beautification efforts, marketing and promotions, business retention, and economic development activities within a commercial district. Collectively, merchants associations act as a unified voice and assist in leading and influencing positive change.

Who are the members of a Merchants Association?

Members commonly represent business owners, managers, employees and property owners. Based on the associations' by-laws and business owner consensus, community stakeholders, partners, at-home businesses, artists, musician entrepreneurs, and residents may also be welcome to be part of the association.

How are Merchants Associations formed?

Associations are formed by establishing a legal entity, most commonly seen as a 501c (6) or (3) and may be tax exempt. The legal entity formation allows the association to secure a bank account for financial transactions including fundraising and sponsorship opportunities as well as grant awards. Merchants associations are membership based organizations that support a dues paying structure. These associations are commonly overseen by a Board of Directors, honor a set of association by-laws, and may have an employee(s) facilitating activities approved by the membership and board.

What are the benefits?

Merchants associations provide greater capacity for small businesses and entrepreneurs to thrive within the community. The associations provide job opportunities, business stability, and access to community goods and services. Merchant associations assist in the preservation of unique cultures and environments within the community, promote business retention and provide support services such as marketing, promotions, and beautification efforts. Merchant Associations provide an opportunity for increased sales revenue and taxes, and pedestrian and bike friendly communities through commercial district enhancements.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

3.0 Contractor Qualifications

- 3.1 The selected Contractor shall have two (2) years minimum experience engaging businesses and property owners through outreach efforts
- 3.2 The Contractor shall have two (2) years minimum experience facilitating meetings and presenting information
- 3.3 The Contractor shall be able to communicate in writing, presentation, and dialogue in Spanish.

4.0 Contractor's Responsibilities

The Contractor shall work as an integral member of the Soul-y Austin team. The team consists of city staff, subject matter expert contractors, and external partners. The Contractor is expected to meet with the Soul-y Team as identified in the scope of work and deliverables. The Contractor shall provide technical and professional expertise, knowledge and project management skills, and other resources required for accomplishing all aspects of the Scope of Work. The activities are intended to be inclusive of all business types including chain and franchise stores, small offices, and non-retailers.

4.1 Deliverables Timeline

The Contractor is expected to produce services throughout an initial twelve (12) month process following the execution of this contract. Following the initial contract period, this contract shall include two (2) 12-month renewal options which may include an amended scope of work and budget. The renewal options are dependent upon available funding.

The timeline for specific deliverables shall be finalized in coordination with the City of Austin after a Contractor has been selected.

4.2 Acceptance Criteria

The Contractor must satisfy the requirements of the scope of work per the City of Austin evaluation.

4.3 Deliverables

The Contractor will assist four (4) city wide areas through engaging business and property owners in selected commercial areas as part of this contract. Commercial areas and corridors chosen may vary in size. The contractor will identify and implement new approaches and technologies as appropriate to educate, engage, and motivate businesses to be involved in this effort.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

The Contractor shall complete the following:

- 4.3.1. In partnership with the City, refine educational materials for door to door, email and mailing information as applicable.
- 4.3.2. Produce a project approach and timeline in alignment with the scope of work deliverables.
- 4.3.3. Participate and facilitate district workshops.
- 4.3.4. In partnership with the City, facilitate meetings in districts by preparing agendas and presentation material.
- 4.3.5. Plan, promote, and implement district open houses. Summarize collected information from each open house session.
- 4.3.6. Produce outreach, engagement, and education plans that will guide contacting businesses and property owners in each commercial area.
- 4.3.7. Provide on-going project management and communication to the Soul-y Austin team.

4.4 Task Management

4.4.1. Kick off Meeting

Within two weeks of contractor selection, contractor shall facilitate a kick off meeting with the Soul-y Austin project team to accomplish the following:

- 4.4.1.1. Understand the City's goals of creating and implementing the Soul-y Austin Program as well as the larger Commercial Stabilization Efforts.
- 4.4.1.2. Understand the feedback received from 2015 from districts and other relevant outreach efforts on this program, including themes of business challenges, opportunities, and needs.
- 4.4.1.3. Gain a clear understanding of the Soul-y Austin process and activities specific to engagement and education.
- 4.4.1.4. Gain a clear understanding of current opportunities and tools available through the Soul-y Austin process, as well as policies and programs under development.
- 4.4.1.5. Request any specific data or information needed in order for the Soul-y Austin effort to be successful.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

4.4.2. Project Approach and timeline

Develop a timeline with the Soul-y Austin project team for on-going check-ins with the project team and Project Manager within two weeks of the kick off meeting. Project approach should include all items within the scope of work.

At minimum the project approach plan shall include the following:

- 4.4.2.1. Plan shall suggest approaches that have been successful in other contractor experiences, or within similar work.
- 4.4.2.3. Plan shall consider market trends, hours of operation, translation services needed, and be sensitive to the specific demographics and business types within the selected commercial areas affected by this effort.
- 4.4.2.5. Plan shall consider resources needed including, but not limited to, technology, data, translation services beyond Spanish, etc.
- 4.4.2.6. Plan shall include a timeline for activities within each commercial area in coordination with the project team
- 4.4.2.7. Plan shall include agenda setting, goals, and metrics for success.

4.4.3. Educational Materials and Approach Document

In coordination with the Soul-y Austin team the contractor shall develop educational materials and messaging for engagement and recruitment to businesses to establish merchants associations. Materials should be approved by the City before distribution.

- 4.4.3.1. This work may include graphics or publications including publications translated in Spanish
- 4.4.3.2. An outline for the Educational Materials and Approach Document shall be created in coordination with the pilot initiative team within two weeks of the kick off meeting

4.4.4. Outreach, Engagement and Education Plan

In coordination with the Soul-y Austin team and post kick off meeting, the Contractor shall develop an Outreach, Engagement and Education Plan for pilot areas. The Outreach, Engagement and Education draft shall be produced within two weeks of the kick off meeting. Final delivery of this plan shall occur within a timeline agreed upon by the project team.

At minimum the Plan shall include the following:

- 4.4.4.1. Plan shall suggest approaches that have been successful in other contractor experiences, or similar work types.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

4.4.4.2. Plan shall independently address how property owners and business owners will be engaged and the different approaches as needed, it shall also include information needed to accomplish this task

4.4.4.3. Plan shall consider and be sensitive to the specific demographics and business types within the selected commercial areas, including hours, translation services needed, context in which these businesses would see benefit in this effort

4.4.4.4 Plan shall include the various methods including descriptions proposed for outreach and engagement to both audiences, property owners and business owners

4.4.4.5. Plan shall consider resources needed including but not limited to technology, data, translation services beyond Spanish, etc.

4.4.4.6. Plan shall include a timeline for activities within each pilot area in coordination with the pilot initiative team

4.4.5 Meeting Facilitation, Open Houses and Information Collection

The Contractor will lead or participate in meetings with the commercial districts during the formation process. The Contractor is expected to lead discussion towards the collection of information specific to business type, length in business, employees, business needs, owner/tenant occupied, etc. Information to be collected and approach should be outlined and finalized in collaboration with the Soul-y Austin team. The Contractor is expected to participate and facilitate in 3-5 meetings per district. Meetings will be set giving the Contractor and the COA team time to set agendas and further discuss collaboration on facilitation. The Contractor will be expected to provide a summary of notes per meeting the Contractor facilitates

The Contactor will be expected to host one open house in each district as needed, not to exceed 4 total open houses in 4 different commercial districts. Open house need will be determined by the Soul-y team based on the feedback received from the Contractor on door to door outreach in the specific commercial area.

4.4.6 Report on Outreach, Engagement, and Education Plan

All items outlined in the Outreach, Engagement, and Education Plan for each pilot area as approved by City of Austin, Project Manager assigned to this project are expected to be accomplished within the identified timelines once the timeline has been finalized.

4.4.6.1. An outreach and engagement report comprehensively summarizing all outreach, engagement and educational activities preformed in the pilot areas. The report should include techniques used, lessons learned, successes, challenges, feedback, business outreach metrics and an overall summary of the engagement effort. A template for report may be discussed with the project team.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

4.4.7 District Workshops

Contactor is expected to participate and assist in the facilitation in at least 1 (one) workshop in each district not to exceed 4 total. The workshop will serve several primary functions:

- 4.4.7.1. Solidify key objectives and actionable strategies to inform the commercial area plan
- 4.4.7.2. Express key concerns and recommendations to City of Austin stakeholders and community partners, and establish partnerships toward district improvements
- 4.4.7.3. Discuss new or revised City policies that may be necessary to realize merchant association goals for the commercial district
- 4.4.7.4. Identify place making projects for activation
- 4.4.7.5. Insure that a range of elements appropriate to the district is addressed, potentially including economic development, culture, sustainability, transportation, and the regulatory environment

4.4.8 On-going project management and communication

The Contractor will be responsible for small group discussions and information collection as directed by the Soul-y Austin team.

The Contractor is responsible for on-going communication with both the City of Austin and other members of the project team, including challenges or successes of activities and progress updates. The City of Austin's Project Manager and the project team should be kept abreast of activities throughout the period of this contract. A schedule for regular check-in's should be proposed within the timeline and is expected to include adequate time for meeting agenda setting and Commercial Area Plan edits. Contractor is expected to be part of on-going meetings as needed with the full Soul-y Austin project.

Business Outreach, Engagement and Education Services

Scope of Work – Section 0500

Solicitation # MHJ0104

5.0 City's Responsibilities

- 5.1. The City will provide timely feedback and review of documents and deliverables.
- 5.2. The City will provide Contractor with dates for meetings in a timely manner.
- 5.3. The City will facilitate regular team meetings with the Contractor and share information as applicable.
- 5.4. The City will serve as the lead representative throughout all activities in the scope of work.
- 5.5. The City agrees to inform the Contractor with as much notice as possible when these meetings are scheduled and work with the Contractor on availability.

PROPOSAL

Business Outreach, Engagement and Education Services

RFP # MHJ0104

City of Austin Economic Development
Department

June 9, 2016

MORNINGSIDE
R E S E A R C H A N D
C O N S U L T I N G , I N C

www.morningsideresearch.com

Business Outreach, Engagement and Education Services

RFP # MHJ0104

City of Austin Economic Development Department

June 9, 2016

Submitted by

Morningside Research and Consulting, Inc.

P.O. Box 4173

Austin, Texas 78765

Phone 512 302 4413 • Fax 512 302 4416

www.morningsideresearch.com

MORNINGSIDE
RESEARCH AND
CONSULTING, INC.

Marty James
Buyer II
City of Austin - Purchasing Office
124 W 8th Street, RM 308
Austin, Texas 78701

June 8, 2016

Dear Mr. James:

Morningside Research and Consulting (Morningside) is pleased to submit a response to RFP #MHJ0104 to conduct Business Outreach, Engagement, and Education Services for the City of Austin Economic Development Department.

In addition to our prior experience conducting business outreach for the Soul-y Austin project, our project team has considerable experience working with a variety of private businesses, including small businesses in the City of Austin, transportation businesses located across Texas impacted by state policies and regulations, and large companies working with local health departments to impact health outcomes, among many others.

We are skilled at developing business outreach strategies, communicating with businesses, gathering data, and preparing summary policy documents for program administrators. Morningside has been providing planning, research, and assessment services for publicly funded programs for 17 years. As President, I have more than 25 years of experience conducting government studies, preparing planning documents, and making recommendations for implementing new programs and services.

We are very interested in the opportunity to work with the City of Austin Economic Development Department to continue the development of merchants associations and business districts in Austin. The Soul-y Austin project is an exciting and tangible effort to strengthen the vibrant and unique local business community in the City of Austin. We look forward to discussing our qualifications with you in more detail.

Sincerely,



Shari L. Holland, M.P.Aff.
President

P.O. Box 4173
Austin, Texas 78765

•

tel 512.302.4413

fax 512.302.4416

•

www.morningsideresearch.com

TABLE OF CONTENTS

Tab 1 – Executive Summary.....	1
Tab 2 – City of Austin Documents.....	3
Tab 3 – Authorized Negotiator	4
Tab 4 – Business Organization	5
Tab 5 – System Concept and Solution	6
Tab 6 – Program.....	17
Tab 7 – Project Management Structure	18
Tab 8 – Personnel	20
Tab 9 – Cost Proposal	30
Tab 10 – Exceptions to the Proposal	31
Tab 11 – Proposal Acceptance Period	32

Tab 1 – Executive Summary

PROJECT UNDERSTANDING

Morningside Research and Consulting (Morningside) has submitted a proposal in response to RFP #MHJ0104 to conduct business outreach, engagement, and education services for the City of Austin Economic Development Department. The Soul-y Austin program within the City of Austin Economic Development Department (EDD) Commercial Stabilization Program desires to engage a contractor to conduct outreach, engagement, and education services to Austin businesses located in four commercial corridors. The goal of the effort is to educate, empower, and recruit businesses to organize unique, supportive, and sustainable merchants associations and business districts.

These efforts are an important continuation of the Soul-y Austin program to provide a mechanism to anchor and stabilize businesses located in commercial corridors that reflect the eclectic culture and diversity of Austin.

KNOWLEDGE AND EXPERTISE

Morningside has extensive experience working with business owners, including our previous work conducting outreach for Soul-y Austin. Other experience includes researching the needs of cooperative businesses as well as small businesses in the City of Austin, gathering input from transportation businesses located across Texas impacted by state policies and regulations, surveying large companies working with local health departments to impact health outcomes, seeking input from private developers of affordable housing, and many others.

We have engaged businesses in multiple ways, including focus groups, interviews, and surveys. We enjoy the depth of qualitative information gained from small focus groups and interviews and use surveys to gather quantitative input from a wider audience. We seek to overcome logistical, cultural, and linguistic barriers to participation. We have communicated with stakeholders in multiple languages and our written materials have been developed in various reading levels.

One of our strengths is preparing documents for public officials and program managers that are clear and concise. We are skilled at distilling large amounts of information into a manageable, accessible, and useable format.

APPROACH

We have proposed a work plan that incorporates lessons learned from the 2015 Soul-y Austin pilot initiative. The work plan outlines a professional outreach effort that will provide the City of Austin with valuable data to inform the continuation of the Soul-y Austin program. We are committed to working closely with the City of Austin to execute the tasks outlined in the RFP and to provide guidance, assistance, and facilitation as needed for meetings and workshops with business owners in the targeted districts. Our primary task is to go door-to-door to meet with business owners, encourage them to participate in the formation of a merchant association, and gather information about the unique businesses in each district. We will submit a report with detail about the outreach efforts and the results of the data collected on each business. We have assumed a project start date of July 1, 2016, and propose completing these tasks within a six-month period, with a final report submitted no later than January 31, 2017. These dates provide a starting point for discussion with the City of Austin and can be modified and updated as needed.

PROJECT TEAM

Morningside employs professional staff with backgrounds in planning, research, needs assessments, program evaluation, statistical analysis, and public policy analysis. Our team is experienced in planning for outreach to

businesses, communicating with businesses, and working with the local business community in the City of Austin. Shari Holland has been the President of Morningside since founding the company in 1999. She has more than 25 years of experience in strategic planning, needs assessments, program evaluation, and fiscal impact analysis. She will serve as the project director. Jesse Jenkins will serve as the project manager and will lead the data collection, data analysis, and report preparation for this project. Esha Clearfield will provide management support to this project; she has expertise in stakeholder engagement, research methods and design, evaluation, project management, and writing.

The Morningside team also includes two additional staff members who provide research and analytical support as well as administrative coordination. Morningside will ensure that at least one staff person assigned to conduct outreach to Spanish-speaking business owners will be a Spanish speaker.

Our team of consultants and research analysts has many years of experience working together, collaborating on projects, and constantly improving processes. We intentionally foster a professional, cooperative, and positive office culture in which all team members play an integral role. This culture of professionalism and cooperation extends to our relationships with clients. From project inception to the delivery of a final product, Morningside staff work collaboratively and efficiently to meet and exceed client expectations.

FIRM

For 17 continuous years, since April 1999, Morningside has engaged stakeholders in the process of conducting stakeholder outreach, needs assessments, strategic planning, performance reviews, public policy research, program evaluations, legislative and statutory analysis, and fiscal impact analysis for state and local government agencies. Our sole office is located in central Austin. Morningside is small business and is certified as a woman-owned business by the State of Texas.

COST PROPOSAL

We propose completing this project for a firm, fixed price of \$35,000. This budget is inclusive of all labor costs, benefits, office expenses, overhead, and travel within the City of Austin. Because our office is located in Austin, our budget does not include any expenses for travel from outside of the Austin area.

TAB 2 – CITY OF AUSTIN DOCUMENTS

Attached are the following forms that are required to be submitted with the proposal:

- A. Offer and Award Sheet
- B. Section 605-Local Business Presence Identification Form
- C. Section 0700-Reference Sheets
- D. Section 0815-Living Wage Contractor Certifications
- E. Section 0835-Non-resident Bidder Provisions
- F. Section 0900-No Goals Utilization Plan

The following additional form is included:

- Insurance Certificate



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: MHJ0104

DATE ISSUED: 05/23/2016

COMMODITY CODE: 91837

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

Marty James
Buyer II

Phone: (512) 974-3164

E-Mail: Marty.James@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Business Outreach,
Engagement, and Education Services

PROPOSAL DUE PRIOR TO: Thurs, June 9, 2016 at 2:00pm

PROPOSAL OPENING TIME AND DATE: Thurs, June 9, 2016
at 2:15pm

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ0104	Purchasing Office-Response Enclosed for Solicitation # MHJ0104
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPIES OF YOUR RESPONSE

*****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	6
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

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

Company Name: Morningside Research and Consulting, Inc.

Company Address: 3724 Executive Center Drive

City, State, Zip: Austin, TX, 78731

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Shari L. Holland

Title: President

Signature of Officer or Authorized Representative: _____

Shari L. Holland

Date: 6/3/16

Email Address: sholland@morningsideresearch.com

Phone Number: 512-302-4413

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Morningside Research and Consulting, Inc.	
Physical Address	3724 Executive Center Drive, Austin, Texas, 78731	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Morningside Research and Consulting, Inc.

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

1. Company's Name Public Works, LLC
Name and Title of Contact Marion Reitz, Chief Operating Officer
Project Name Travis County Performance Review
Present Address 18 Moonlinch Blvd
City, State, Zip Code Medford, NJ 08055
Telephone Number (609) 828-9492 Fax Number (609) 953-9186
Email Address mreitz@public-works.org

2. Company's Name East Texas Council of Governments
Name and Title of Contact David Cleveland, Executive Director
Project Name Mental Health Care and Expenditures
Present Address 3800 Stone Road
City, State, Zip Code Kilgore, TX 75662
Telephone Number (903) 218 6400 Fax Number (903) 983 1440
Email Address David.Cleveland@etcog.org

3. Company's Name Travis County Criminal Justice Planning
Name and Title of Contact Cathy McClaugherty, Senior Planner
Project Name Strategic Planning Process
Present Address 700 Lavaca Street, Suite 1530
City, State, Zip Code Austin, TX 78767
Telephone Number (512) 854 4713 Fax Number (512) 854 417
Email Address cathy.mcClaugherty@co.travis.tx.us

Section 0815: Living Wages Contractor Certification

Company Name Morningside Research and Consulting, Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Shari Holland	President
Jesse Jenkins	Project Manager
Esha Clearfield	Consultant

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Morningside Research and Consulting, 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: 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: _____ Which State: _____

- 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: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP MHJ0104

PROJECT NAME: Business Outreach, Engagement, and Education Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Morningside Research and Consulting, Inc.

Company Name

Shari L. Holland, President

Name and Title of Authorized Representative (Print or Type)

Shari L. Holland

Signature

6/7/16

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

SOLICITATION NUMBER: RFP MHJ0104			
PROJECT NAME: Business Outreach, Engagement, and Education Services			
Name of Contractor/Consultant	Morningside Research and Consulting, Inc.		
Address	3724 Executive Center Drive		
City, State Zip	Austin, TX 78731		
Phone Number	512-302-4413	Fax Number	512-302-4416
Name of Contact Person	Shari L. Holland		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Shari L. Holland, President

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

TAB 3 – AUTHORIZED NEGOTIATOR

The authorized negotiator for this project is:

Shari L. Holland, M.P.Aff.

President

Morningside Research and Consulting, Inc.

P.O. Box 4173

Austin, TX 78765

(512) 302-4413 telephone

(512) 302-4416 fax

sholland@morningsideresearch.com

Ms. Holland is authorized to negotiate contract terms and render binding decisions on contract matters.

Tab 4 – BUSINESS ORGANIZATION

For 17 continuous years, since April 1999, Morningside research and Consulting (Morningside) has engaged stakeholders in the process of conducting stakeholder outreach, needs assessments, strategic planning, performance reviews, public policy research, program evaluations, legislative and statutory analysis, and fiscal impact analysis for state and local government agencies.

Morningside is a Subchapter S Corporation, incorporated in the State of Texas. Our sole office is located in central Austin at 3724 Executive Center Drive, Austin, Texas, 78731; our phone number is 512 302 4413; and our website can be found at www.morningsideresearch.com. Morningside is small business and is certified as a woman-owned business by the State of Texas.

TAB 5 – SYSTEM CONCEPT AND SOLUTION

PROJECT UNDERSTANDING

The Soul-y Austin program within the City of Austin Economic Development Department (EDD) Commercial Stabilization Program desires to engage a contractor to conduct outreach, engagement, and education services to Austin businesses located in four commercial corridors. The goal of the effort is to educate, empower, and recruit businesses to organize unique, supportive, and sustainable merchants associations and business districts.

These efforts are an important continuation of the Soul-y Austin program to provide a mechanism to anchor and stabilize businesses located in commercial corridors that reflect the eclectic culture and diversity of Austin.

WORK PLAN

Morningside research and Consulting (Morningside) conducted the outreach, engagement, and education component of the 2015 Soul-y Austin pilot initiative which has already resulted in the formation of the Red River Cultural District and the Manor Road merchants association and laid the foundation for the formation of a merchants association in the East 12th Street district. We propose the following work plan, which incorporates lessons learned from the 2015 pilot initiative and will result in a professional outreach effort to provide the City of Austin (the City) with valuable data that informs the continuation of the Soul-y Austin program.

TASK 1. HOLD KICK-OFF MEETING. Within two weeks of contract execution, Morningside will meet with the Soul-y Austin team on-site in Austin. The purpose of this meeting will be to gain a clear mutual understanding of the lessons learned during the 2015 Soul-y Austin pilot initiative, the goals of the program in the new 2016 districts, and the current opportunities and tools available to businesses through the Soul-y Austin program, as well as other policies and programs that are under development that could affect businesses and property owners in the new 2016 districts.

At this meeting, we will request any data or material that is available, including minutes of previous meetings, information about the districts that will be the focus of the efforts, and lists of businesses located in those districts. We will also discuss the format for all deliverables. We will formalize the primary points of contact at EDD and Morningside for questions and operational issues.

Deliverable 1: Kickoff meeting with the Soul-y Austin team.

TASK 2. FINALIZE PROJECT APPROACH AND TIMELINE. Morningside will review and finalize the proposed work plan and timeline to ensure that the research approach and final report will meet the expectations discussed in the project initiation meeting. We will propose a progress reporting schedule including regular check-ins with the Soul-y Austin project manager to discuss progress in each of the business districts.

Deliverable 2: Final Project Approach and Timeline.

TASK 3. DEVELOP EDUCATIONAL MATERIALS AND APPROACH DOCUMENT. Within two weeks of the kickoff meeting, Morningside will develop an outline of the educational materials and messaging that we believe will be effective in engaging the target businesses. We will do this in coordination with the Soul-y Austin team. In the development of the outline, we will be mindful of the messaging that will appeal to different types of businesses,

the possible levels of knowledge that exist around the topic of merchant associations, and the language requirements of target businesses. We will finalize the approach document once the outline is reviewed by the City

Deliverable 3a: Outline of Educational Materials and Approach Document.

Deliverable 3b: Educational Materials and Approach Document.

TASK 4. CREATE OUTREACH, ENGAGEMENT, AND EDUCATION PLAN. Morningside will coordinate with the Soul-y Austin team to develop a plan for implementing outreach, engagement, and education efforts. We will develop a draft plan within two weeks after the kick-off meeting. The plan will include a timeline for activities in each district and will consider the following:

- Approaches that have been successful in other cities and with businesses in the City of Austin.
- Approaches that were successful during the Soul-y Austin pilot project.
- Tailored approaches based on the types of businesses to be targeted.
- Tailored approaches to reaching both business owners and property owners.
- Sensitivity to the demographics of business owners, employees, and patrons; languages spoken, the hours of operation,
- Considering the context in which business owners and property owners can see the benefit of forming merchants associations.
- A variety of methods rather than a one-size-fits all approach
- The method of delivery, including the distribution of paper materials, electronic communication, and face-to-face conversations.
- Resources needed such as technology, data, translation to Spanish and other languages, if necessary.

The education materials will be developed and distributed by Morningside, with the City providing printing services. Once the draft plan is vetted with the City, Morningside will finalize the plan and submit to the City.

Deliverable 4a: Draft Outreach, Engagement, and Education Plan.

Deliverable 4b: Final Outreach, Engagement, and Education Plan.

TASK 5. ENGAGE BUSINESSES. Having identified and agreed on the approach with the Soul-y Austin team, Morningside will implement the outreach, engagement, and education plan in the selected commercial areas. Morningside will spend time in the community visiting businesses during regular hours and nontraditional hours as needed based on business and property owner schedules. Morningside will make efforts to engage with all business types including chain and franchise stores, small offices, retailers, businesses with co-working spaces, at-home businesses, and musician and artist entrepreneurs. Morningside will remain flexible in working with all businesses in the corridors to achieve the goals of the plan.

Morningside will participate in and facilitate three to five meetings in each of the selected business districts in order to discuss outreach efforts and gather information from businesses and property owners. We will lead discussions to collect information specific to business type, length of time in business, employees, business needs, property ownership, and any other information agreed upon in the outreach plan. For each meeting that Morningside facilitates, we will provide a summary of meeting notes.

In addition to meetings in each district, Morningside will host one open house meeting in each district, as needed. The need for open house meetings will be determined by the Soul-y Austin team and based on feedback received from businesses and property owners throughout the outreach process.

Outreach efforts may include traditional methods such as distribution of paper materials and individual or small group meetings as well as new approaches and technologies such as a web portal, electronic discussion board, and social media. A combination of these types of efforts will be used to educate, engage, and motivate business and property owners to be involved in the Soul-y Austin initiative.

Morningside will document all efforts to engage businesses, including the dates and times that businesses were contacted, the type of contact, and the results of the contact. Morningside will maintain this information and provide a summary of outreach efforts in the draft and final reports.

Deliverable 5: Meeting participation and summaries of meeting notes, as needed.

TASK 6. PREPARE DRAFT AND FINAL REPORT. Morningside will prepare a comprehensive report detailing the methodology and results of the outreach, engagement, and education plan, which will include the following, at a minimum:

- A. **Executive summary**—A two-to-four page summary of the report that can be distributed separately from the full report.
- B. **Background**—The reasons for conducting the study and information about merchants associations and the selected commercial areas included in the Soul-y Austin program.
- C. **Summary of outreach efforts**—A summary of the engagement effort including business outreach metrics.
- D. **Findings**—A summary of lessons learned, successes achieved, and challenges encountered as well as feedback from business owners. The draft report will be submitted to the City for review and approval. The final report will incorporate comments from the City and any other stakeholders specified by the City. Both the draft and final versions of the report will be submitted in MS Word and Adobe PDF.

Deliverable 6a: Draft report.

Deliverable 6b: Final report.

TASK 7. PARTICIPATE IN DISTRICT WORKSHOPS. Morningside will participate in and assist in facilitating at least one workshop in each of the districts. The workshops bring the full group of business and property owners in each district together once they have taken steps toward forming a merchants association. The workshops are an opportunity for businesses and property owners to share themes, identify physical interventions and policy recommendations needed to achieve goals, and to refine their input on the City of Austin District Plan. To inform the design of the workshops, Morningside will provide input to the Soul-y Austin team based on information gathered from businesses and property owners during the outreach process. We will have staff on-site to assist in the facilitation of each workshop.

Deliverable 7: Workshop participation.

TASK 8. LEAD ON-GOING PROJECT MANAGEMENT AND COMMUNICATION. Morningside will engage in frequent and on-going communication throughout the project with the Soul-y Austin project manager to report on progress. Morningside proposes to meet with the City as frequently as necessary to communicate the status of the project, including completed and upcoming activities, challenges encountered, and proposed solutions to any challenges. The progress reporting schedule will be included in the project approach and timeline developed in Task 2.

Deliverable 7: Progress reporting, meeting attendance, and on-going email and telephone communication.

KNOWLEDGE AND SKILLS

Below are our areas of expertise relevant to working with small businesses and other community stakeholders:

SMALL AND LOCAL BUSINESS OUTREACH AND ENGAGEMENT. Each of our consulting projects is completed for a public program that has strong advocates, committed stakeholders, and unique services that are provided to the community. Our project team has considerable experience working with a variety of private for-profit and non-profit businesses, including small businesses in the City of Austin, transportation businesses located across the state impacted by state policies and regulations, large companies working with local health departments to impact health outcomes, private developers of affordable housing, and many others.

We have engaged businesses in multiple ways, including focus groups, interviews, and surveys. We enjoy the depth of qualitative information gained from small focus groups and interviews and use surveys to gather quantitative input from a wider audience. We seek to overcome logistical, cultural, and linguistic barriers to participation. We carefully select the locations where events are held and schedule them at times convenient for stakeholders. We have communicated with stakeholders in multiple languages and our written materials can be developed in various reading levels.

PLANNING. Morningside is skilled at facilitating planning efforts, gathering data, reviewing performance metrics, and developing planning documents for program administrators. We consider the regulatory, administrative, and programmatic functions of public programs to determine the extent to which the mission and goals of the program are being met and to identify areas of risk and improvement. Morningside analyzes data to identify strengths and gaps in program performance and to recommend solutions that guide planning and implementation efforts.

RESEARCH AND ANALYSIS. Morningside is experienced in both qualitative and quantitative data analysis and in using various methodologies to collect and analyze data. Data collection methods include observations; written, telephone, and web-based surveys; individual interviews; and focus groups. We have collected data at all stages of program implementation, including point-in-time data and data measuring changes in knowledge, attitudes, and behavior over time. We use statistical analysis tools, including descriptive statistics as well as measures of significance, validity, and variance, to identify needs and measure the extent to which program outcomes have been achieved.

CULTURAL AND LINGUISTIC COMPETENCY. Morningside has a range of experience working on projects that require cultural and linguistic competency. We bring to this engagement extensive experience working with clients serving rural areas, underserved populations, and vulnerable populations in both urban and rural settings. We work closely with our clients to understand the unique cultural aspects of their community and we design our work plan and our data collection instruments accordingly. For example, we have conducted interviews of low-income teen parents in their homes (in Spanish and English), conducted focus groups in Spanish and English in the communities where program recipients live and work, and developed surveys in Spanish, English, and Vietnamese, as well as developed surveys and program materials for various reading levels.

SUPPORT OF PUBLIC DECISION MAKING. The majority of our work is conducted for the public sector and undergoes a public vetting and approval process. Much of the work that we do is commissioned by a coalition or a committee rather than a single individual or agency. There are always many constituencies to consider and that must be heard in any planning or evaluation process. Working in a public environment with many stakeholders requires excellent communication skills and we have been very effective in meeting the needs of our clients.

REPORT WRITING. One of our strengths is preparing documents for public officials and program managers that are clear and concise. We are skilled at distilling large amounts of information into a manageable and useable format. We prepare comprehensive products for our clients including evaluation reports, white papers, technical reports, and policy reports with findings and recommendations.

RELEVANT EXPERIENCE

Listed on the following pages are comparable projects led by Morningside within the last five years. Each of these studies involved planning, outreach, collecting data from a variety of stakeholder groups, data analysis, and writing comprehensive final reports. Additional project descriptions and links to selected reports can be found on our website at www.morningsideresearch.com/selected-projects/.

We have provided client contact information for each study below. We have also provided three non-city references in Tab 2 of our proposal.

COOPERATIVE BUSINESS STUDY: CITY OF AUSTIN

DESCRIPTION: Since 2014, the City of Austin (the City) has been exploring ways to promote the development of new and existing cooperatively owned businesses (co-ops). In 2015, based on input from co-ops and other stakeholders, the Small Business Program in the City of Austin Economic Development Department commissioned a study to conduct research on national best practices for governmental support of the creation and development of co-ops and contracted with Morningside.

DUTIES PERFORMED: Morningside conducted the research on national best practices for government support of co-ops, funding methods currently and potentially available to co-ops, the types of training used to promote the creation and development of co-ops, and marketing strategies used to promote the benefits of co-ops to the public. Morningside prepared a detailed report to the City that includes recommendations on how the City can support co-ops. To better inform recommendations, Morningside reviewed services available to co-ops through other local and national service providers and conducted a review of the literature on how local governments can best support co-ops. Morningside also identified model cities around the country that are providing programs and services that might be replicated to assist co-ops in Austin.

CLIENT: City of Austin Economic Development Department, Small Business Program

PERIOD OF PERFORMANCE: October 2015 to April 2016

RESULTS ACHIEVED:

- Gathered input directly from co-op businesses, co-op stakeholders, and model cities on the financial challenges that co-ops face, their need for technical assistance, training, and marketing, and the existing services that are available to co-ops:
- Surveyed 84 local co-ops in Austin.
- Conducted 66 interviews with model cities, co-op associations, and existing co-ops nationwide.
- Identified strategies that are being implemented or planned in other cities to support co-ops.
- Recommended strategies that SBP could utilize to support the creation and development of co-op businesses in Austin.

CLIENT CONTACT INFORMATION:

Vicky Valdez, MBA, LEED AP
Manager
Small Business Program
Economic Development Department
City of Austin
505 Barton Springs Road
Austin, TX 78704
512 974 7620

Blake Smith
Financial Consultant
Small Business Program
Economic Development Department
City of Austin
505 Barton Springs Road
Austin, TX 78704
512 974 7618

BUSINESS OUTREACH, EDUCATION, AND ENGAGEMENT: CITY OF AUSTIN

DESCRIPTION: The Soul-y Austin program is an exploratory effort of the Commercial Stabilization Program in the City of Austin Economic Development Department designed to encourage the formation of merchants associations in selected commercial areas in Austin. A merchants association is a group of business owners within a commercial district that exists to anchor and stabilize neighboring businesses around common goals defined by the group. The City of Austin Economic Development Department contracted with Morningside to conduct outreach, education, and engagement of local businesses in three commercial corridors during the Soul-y Austin pilot initiative in 2015.

DUTIES PERFORMED: Morningside conducted door-to-door, phone, and email outreach to businesses and property owners to explore interest in forming a merchants association, provide information and education on the benefits of forming merchants associations, and empower and recruit businesses to work together to form merchants associations. Morningside interviewed businesses and property owners to collect information about the businesses in each pilot area, challenges that businesses and property owners face in their areas, and the vision that businesses and property owners have for the future of their areas. Morningside also conducted interviews with existing merchants associations in other cities across the United States to identify best practices for forming and operating merchants associations. The results of the outreach effort, along with recommendations based on lessons learned during the process, were detailed in a report submitted by Morningside to the City of Austin in January 2016.

CLIENT: City of Austin Economic Development Department

PERIOD OF PERFORMANCE: October 2015 to April 2016

RESULTS ACHIEVED:

- Gathered input directly from businesses and property owners on their general business characteristics, challenges they face, and the vision they have for the future of their commercial areas.
- Contacted 115 business and property owners in the three Soul-y Austin pilot areas via door-to-door, phone, and email outreach.
- Conducted 59 interviews with business and property owners in the three Soul-y Austin pilot areas.
- Assisted with the recruitment of 41 business and property owners to attend Soul-y Austin meetings in their areas.
- Contacted 33 existing merchants associations across the United States.
- Identified national best practices in the formation and operation of merchants associations.
- Recommended strategies for business and property owner outreach, education, and engagement for future Soul-y Austin commercial areas based on lessons learned during the pilot initiative.

CLIENT CONTACT INFORMATION:

Nicole Klepadlo, CNUa
Redevelopment Project Manager
Economic Development Department
City of Austin
505 Barton Springs Road
Austin, TX 78704
512 974 7739

SMALL BUSINESS NEEDS ASSESSMENT: CITY OF AUSTIN

PURPOSE: In an on-going effort to seek input from small businesses, the City of Austin Small Business Program (SBP), conducted needs assessments of Austin small businesses in 2002 and 2009. In the fall of 2013, SBP commissioned an updated needs assessment of small businesses and contracted with Morningside. The 2014 needs assessment study serves as a roadmap for structuring SBP services over the next four to five years.

DUTIES PERFORMED: The needs assessment involved soliciting direct input from business owners in Austin through a survey and focus groups. In order to identify the gaps in services between what SBP was currently offering and what businesses identified as their needs, Morningside reviewed the wide array of services provided by SBP. To better inform recommendations, Morningside reviewed services available to small business owners through other local service providers and conducted a brief review of the literature on how local governments can best support small businesses. Morningside also identified cities around the country that are providing programs and services that might be replicated to assist small businesses in Austin.

PERIOD OF PERFORMANCE: October 2013 to May 2014

KEY PERSONNEL: Shari Holland, Jesse Jenkins, Esha Clearfield

METHODS USED TO CONDUCT STUDY: Morningside identified Participants through a number of lists of businesses, including those on the SBP mailing list, commercial businesses with Austin Energy accounts, and other lists available through the City of Austin. Morningside gathered Information from participants through a web-based survey and 13 focus groups held throughout the City of Austin.

RESULTS ACHIEVED:

- Received input from 1,000 small business owners in Austin through the web-based survey.
- Received input from over 100 small business owners participating in 13 focus groups across Austin.
- Identified gaps between the small business owners' needs and the information, technical assistance, and training delivered by SBP.
- Recommended strategies that SBP could utilize to narrow or close gaps identified.

CLIENT CONTACT INFORMATION:

Vicky Valdez, MBA, LEED AP
Manager
Small Business Program
Economic Development Department
City of Austin
505 Barton Springs Road
Austin, TX 78704
512 974 7620

Blake Smith
Financial Consultant
Small Business Program
Economic Development Department
City of Austin
505 Barton Springs Road
Austin, TX 78704
512 974 7618

THE TEXAS DEPARTMENT OF LICENSING AND REGULATION

PURPOSE: Morningside has completed three legislatively mandated studies of towing fees for TDLR. These studies directly impacted private towing companies across the state of Texas. The first study reviewed the regulatory climate in Texas and other states to determine whether the state of Texas should regulate fees. The second study developed a methodology for setting a statewide non-consent towing fee. The third studied the feasibility of regulating towing from accident scenes under the direction of law enforcement agencies.

DUTIES PERFORMED: For these studies, Morningside analyzed fees charged by licensed towing operators, operator compliance with local regulations, and consumer complaints. We benchmarked Texas statutes and administrative rules with those of other states that regulate towing fees. We conducted focus groups and interviews with the owners of towing companies and surveyed 2,000 towing operators. We reviewed fee information, supervised a cost study, and created a methodology for determining a statewide rate for non-consent towing. Each of the three studies required a report to the Texas legislature with findings and recommendations.

PERIOD OF PERFORMANCE: September 2008 through December 2012.

KEY PERSONNEL: Shari Holland, Jesse Jenkins

METHODS USED TO CONDUCT STUDY: Morningside identified participants through a list of licensed towing operators maintained by TDLR. All licensed operators received an invitation to participate in the survey. Towing operators were randomly selected to participate in focus groups. Towing companies were recruited to provide financial data for the cost analysis. Morningside researched the statutes in every state that regulated towing to identify common elements, fee rates, and other details relevant to the studies.

RESULTS ACHIEVED:

The studies achieved the following results:

- Identified inconsistencies in the regulation of non-consent towing fees in Texas that resulted in charges to consumers that varied widely across the state.
- Made recommendations to the Texas Legislature to create more consistent and effective fee regulation across the state and more price transparency for consumers.
- Recommended a statewide rate for non-consent towing.
- Recommended a methodology for adjusting the fee in the future.

CLIENT CONTACT INFORMATION:

Charles Johnson
Assistant General Counsel
Texas Department of Licensing and Regulation
P.O. Box 12157 Capitol Station
Austin, Texas 78711
512 463 4283

Lee Parham
Manager, Regulatory Programs Section
Compliance Division
Texas Department of Licensing and Regulation
P.O. Box 12157 Capitol Station
Austin, Texas 78711
512 463 353

EAST TEXAS COUNCIL OF GOVERNMENTS: MENTAL HEALTH CARE SERVICES AND EXPENDITURES

PURPOSE: At the direction of the county judges in the 14 counties that comprise the East Texas Council of Governments (ETCOG), ETCOG commissioned a study of the costs associated with addressing the unmet needs of residents of the region who have mental health and substance abuse disorders. Morningside conducted the study and submitted a report with a number of options that ETCOG could consider to address the mental health care needs in their region.

DUTIES PERFORMED: Morningside developed a survey with input from county judges and other elected officials to collect expenditure data from each of the 14 counties. In addition, Morningside collected expenditure data from the local non-profit mental health authorities (LMHAs) serving the region. The report detailed the regional costs and issues related to addressing the unmet needs of residents with mental illness and substance use disorders and serves as a detailed background and planning document that will support the future development of a regional strategic plan for mental health.

PERIOD OF PERFORMANCE: September 2013 through May 2014

KEY PERSONNEL: Shari Holland, Jesse Jenkins

METHODS USED TO CONDUCT STUDY: Morningside convened meetings with stakeholders providing mental health services in the 14-county rural area and developed two surveys, one to gather information from government agencies and another to gather information from private providers of mental health services.

RESULTS ACHIEVED:

- The report compares the mental health services and spending among the 14 counties in the ETCOG region.
- The study identified significant areas of concern expressed by the counties and LMHAs regarding regional mental health care needs.
- The study found that counties incur significant expenditures to supplement the direct services provided by the LMHAs and to manage the number of untreated individuals who are processed through their legal systems and sheriff's departments. The 14 counties are burdened by the crises that emerge when community services are not available or are not accessible.
- The report included options for regional solutions that will address the mental health care needs and challenges of the 14 rural counties.

CLIENT CONTACT INFORMATION:

David A. Cleveland
Executive Director
East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662
903 218 6400
903 983 1440 (fax)

STRATEGIC PLANNING PROCESS: TRAVIS COUNTY CRIMINAL JUSTICE PLANNING

PURPOSE: The Travis County Criminal Justice Planning (CJP) Office was awarded a Bureau of Justice Assistance Mental Health Planning Grant. Morningside was contracted by CJP to facilitate the strategic planning process and prepare the strategic plan document.

DUTIES PERFORMED: Morningside assisted in the coordination and development of a community-wide, multi-disciplinary Advisory Board that was established to guide and review the Phase I planning grant process. The Board included government agencies and non-profit and private providers of services, such as hospitals and client advocacy organizations. We collected background research and data for planning and assessing needs. We assisted the Advisory Board in documenting current policies and procedures, including best practices, relevant budget and data points, and areas for future collaborative efforts across city, county, state, and community organizations. We developed and delivered a strategic plan document for distribution throughout the community.

PERIOD OF PERFORMANCE: February 2012 through September 2012

KEY PERSONNEL: Shari Holland, Jesse Jenkins

METHODS USED TO CONDUCT STUDY: For this project, Morningside convened the Advisory Board, prepared the agendas and minutes of each meeting, worked with each subcommittee, met with individual Board members as needed, reviewed and commented on the research prepared by and for the Advisory Board, and prepared draft plans for review by the Board.

RESULTS ACHIEVED: The strategic plan included the following components:

- An analysis of the target population indicating their demographics, their identified needs, and the services they are receiving in the community.
- A Sequential Intercept Model that identifies the array of services provided to the target population. For each identified program, data was collected about current policies and procedures, best practices, budget information, program data, barriers, and areas for future collaboration.
- Guiding principles for future planning efforts for the target population.
- Actions for implementation, sustainability, and collaboration.
- The plan received a “Plans with Promise” award from the Community Action Network, an organization in Travis County.

CLIENT CONTACT INFORMATION:

Cathy McClaugherty, Senior Planner
Travis County Criminal Justice Planning
700 Lavaca, Suite 1530
Austin, TX 78767
512 854 4713

TAB 6 – PROGRAM

The proposed timeline for the Business Outreach, Engagement, and Education Services is shown below. This provides a starting point for discussion with the City of Austin (the City) and can be modified and updated as needed. We have assumed a start date of July 1, 2016, and propose completing these tasks within a six-month period, with a final report submitted no later than January 31, 2017. This timeline can be adjusted based on the actual date of contract execution and after discussion with the City.

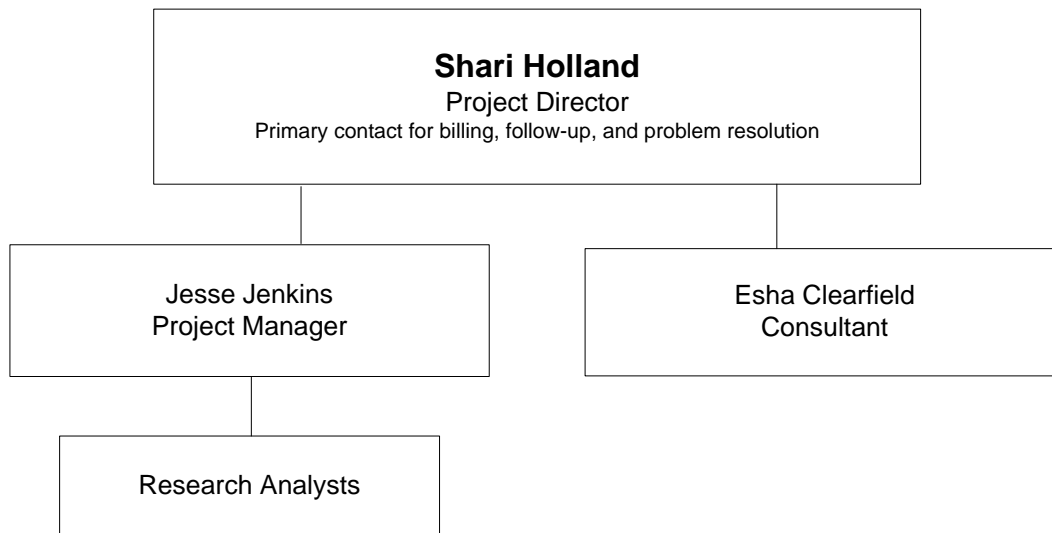
Proposed Timeline

Task	July 2016	Aug 2016	Sept 2016	Oct 2016	Nov 2016	Dec 2017	Jan 2017
Task 1. Hold kick-off meeting.	◆						
Task 2. Finalize project approach and timeline.	◆						
Task 3. Develop educational materials and approach document.	◆						
Task 4. Create outreach, engagement, and education plan.	◆						
Task 5. Engage businesses.							
Task 6. Prepare draft and final report.						◆	◆
Task 7. Participate in district workshops.					◆	◆	◆
Task 8. Lead on-going project management and communication.	◆	◆	◆	◆	◆	◆	

◆ = Meeting or Deliverable

TAB 7 – PROJECT MANAGEMENT STRUCTURE

PROJECT ORGANIZATIONAL CHART



PROJECT MANAGEMENT

Morningside staff has experience managing large, complex projects, are respectful of client deadlines and project schedules, and consistently manage consulting projects in a timely manner. We use a number of tools and processes to ensure we meet deadlines and minimize the impact of interruptions, such as staff absences and equipment failures:

1. We utilize an **automated project management system** that makes all project tasks and milestones transparent to our entire team. Any team member has access to the project tasks and can edit or reassign tasks based on staff availability. We maintain very detailed electronic task and milestone lists for each project.
2. We maintain a **detailed internal project timeline** that considers and schedules all of the editing and review that must occur before we submit a deliverable to client.
3. We assign a **project manager** to each new engagement. This project manager is the single point of contact for all client communication and is responsible for monitoring the timeline, assigning tasks to the project team, maintaining project quality, keeping our project director apprised of the status of the project, and vetting with the project director and the project team any challenges that arise.
4. We ensure **continuity of project personnel** in a number of ways: by clearly documenting all project tasks, ensuring that the project manager is well informed and involved in all staff activities, and by incorporating redundancy into our work plan so that more than one individual is knowledgeable about each component of the project. If we experience changes in personnel or staff are temporary unavailable due to leave or

illness, we always have another project staff member who is able to continue on the project until the staff member returns to work or is replaced.

5. As we describe in our work plan, we ***communicate directly with the client on a regular basis***, both in writing and in person. We have multiple team members available to respond to client requests.
6. We have both a ***redundant server system and an off-site, cloud backup system*** that protects the entirety of our document files. Documents can be recovered immediately if we experience a failure in our computers or server.

This project management approach allows us to identify potential risks to project completion, which are typically related to data availability or the availability of individuals for interviews. As these risks are identified, we will discuss them in our regularly scheduled meetings with the client along with options for mitigating them. We never bring a problem to a client without considering and proposing potential solutions; we always come prepared to discuss the benefits and challenges of those solutions.

TAB 8 – PERSONNEL

Morningside Research and Consulting (Morningside) employs professional staff with backgrounds in planning, research, needs assessments, program evaluation, statistical analysis, and public policy analysis. Our team brings considerable experience in communicating with private businesses, planning for outreach to businesses, and knowledge of the local business community in the City of Austin (the City).

Three key staff will be assigned to this project. Below we describe their role, title, and percentage of time they will devote to the Soul-y Austin project. As indicated in Tab 7, we build redundancy into our team structure, ensuring that at least two people are familiar with the project details at any one time. We show below who will serve as the backup is for each key role in case the primary staff assigned to the role becomes unavailable or incapacitated.

SHARI HOLLAND, M.P.AFF., PRESIDENT, PROJECT DIRECTOR

Ms. Holland has been the President of Morningside since founding the company in 1999. She has more than 25 years of experience in strategic planning, needs assessments, program evaluation, and fiscal impact analysis. Her previous experience for the City of Austin includes working as a planner in the Office of the Director in the Austin/Travis County Health and Human Services (A/TCHHS) department. Consulting work with the City includes assisting with the 2002 City of Austin Small Business Needs Assessment, conducting a four-year evaluation of a community-based program for A/TCHHS, leading the 2014 SBP small business needs assessment, directing the 2015 study of cooperative businesses, and the 2015 Soul-y Austin pilot business outreach initiative. Ms. Holland has facilitated strategic planning meetings and led needs assessments for several state and local agencies. Ms. Holland designs assessment plans, develops data collection instruments, facilitates focus groups, and conducts interviews. Ms. Holland will be the project director for this effort.

Percentage of time on the project: Although time commitment on the project will fluctuate based on project activities, Ms. Holland will spend an estimated average of 10 percent of her time on this project.

Backup: Both Jesse Jenkins and Esha Clearfield are able to serve as back-ups for Ms. Holland in her absence.

JESSE JENKINS, B.S., CONSULTANT, PROJECT MANAGER

Jesse Jenkins is a Consultant at Morningside and will lead the data collection, data analysis, and report preparation for this project. Mr. Jenkins has coordinated the implementation of numerous projects from the planning stages to published reports. Mr. Jenkins is experienced with qualitative and quantitative data analysis and is skilled in comparing and identifying best practices in the regulation, administration, operation, and outcomes of state and local government programs. He is experienced in collecting information through literature reviews, interviews, surveys, and other research. Mr. Jenkins will serve as the project manager for this effort.

Percentage of time on the project: Although time commitment on the project will fluctuate based on project activities, Mr. Jenkins will spend an estimated average of 30 percent of his time on this project.

Backup: Esha Clearfield or a well-informed research analyst will serve as back-up for Mr. Jenkins should he be absent.

ESHA CLEARFIELD, M.P.AFF., M.A., CONSULTANT, MANAGEMENT SUPPORT

Esha Clearfield is a Consultant at Morningside with expertise in stakeholder engagement, research methods and design, evaluation, project management, and writing. Ms. Clearfield, who has nearly a decade of research and policy analysis experience, staffs and leads research and consulting projects, including coordinating research, data

collection, analysis, and the creation and editing of reports. Ms. Clearfield has led several recent stakeholder engagement efforts for Morningside across the country focused on gathering input from residents, service providers, and private businesses on local housing needs. Ms. Clearfield is conversant in Spanish.

Percentage of time on the project: Although time commitment on the project will fluctuate based on project activities, Ms. Clearfield will spend an estimated average of 10 percent of her time on this project.

Backup: Shari Holland or Jesse Jenkins are able to serve as back-up for Ms. Clearfield in her absence.

ADDITIONAL TEAM MEMBERS

The Morningside team also includes two additional staff members who provide research and analytical support as well as administrative coordination. Although time commitment on the project will fluctuate based on project activities, our research support staff will spend an estimated average of 20 percent of their time on this project.

Morningside will ensure that at least one staff person assigned to conduct outreach to Spanish-speaking business owners will be a Spanish speaker.

TEAM COLLABORATION

Our team of consultants and research analysts has many years of experience working together, collaborating on projects, and constantly improving processes. Each staff member is expected to produce accurate and high quality work and we effectively leverage the strengths and talents of each of our staff to create high functioning and synergistic project teams. We intentionally foster a professional, cooperative, and positive office culture in which all team members play an integral role.

This culture of professionalism and cooperation extends to our relationships with clients. From project inception to the delivery of a final product, Morningside staff work collaboratively and efficiently to meet and exceed client expectations. All projects are meticulously planned and researched and our multilayered internal review process results in exceptional final products.

The following pages include bios and resumes for each of our key team members.

Shari Holland is the owner and principal consultant of Morningside and has more than 25 years of experience planning and evaluating public programs and presenting policy findings and recommendations to elected officials and public audiences. Ms. Holland has knowledge and insight about governmental policy and decision-making processes and is able to identify and analyze critical issues that impact public programs.

RELEVANT EXPERIENCE

- **STRATEGIC PLANNING AND ORGANIZATIONAL ASSESSMENT.** Ms. Holland has led organizations through planning efforts and directed assessments of programs during and after implementation. These assessments of the regulatory, administrative, and programmatic functions of publicly funded programs determine the extent to which the mission and goals of the program are being met and identify areas of risk and improvement. Ms. Holland has led projects including an early learning planning process for a large public library, a planning process for a community-wide stakeholder group focusing on mental health services for individuals involved in the criminal justice system in Travis County, and a strategic plan for child care services for low-income families in South Texas. Ms. Holland has advised managers at all levels of government agencies regarding improved management practices.
- **DATA COLLECTION AND ANALYSIS.** Ms. Holland has led the collection and analysis of both qualitative and quantitative data, including querying and analyzing large data sets. Data collection methods include observing and interviewing key stakeholders; facilitating focus groups and town hall meetings; developing and administering surveys; conducting literature reviews, benchmarking and best practices research; and reviewing cost information. Ms. Holland is skilled at database design and statistical analysis, including normalizing data in order to compare performance across organizations.
- **IDENTIFYING CRITICAL SUCCESS FACTORS.** Based on experience leading the development of program goals, objectives, and performance measures as well as monitoring attainment of performance metrics, Ms. Holland helps organizations identify where business practices are out of alignment with the goals of the organization. Her experience with performance measurement began with her participation in the implementation of the state of Texas and Travis County performance-based budgeting systems and she has continued to assist many organizations in developing and tracking relevant, meaningful, and measurable performance metrics.

EDUCATION

M.P.Aff., Lyndon B. Johnson School of Public Affairs, University of Texas, Austin, Texas.

B.A., Urban Affairs, The American University, Washington, D.C.

Jesse Jenkins is an experienced Consultant, having been with Morningside for nearly eight years. Mr. Jenkins serves as project manager for consulting engagements, managing project timelines and resources and supervising research, analysis, and the development of project deliverables. He is a skilled and experienced researcher and leads our data collection efforts, including literature reviews, data mining, and stakeholder outreach. He designs and conducts interviews, surveys, and focus groups. He creates and maintains our client databases in Microsoft Excel and Access. Jenkins' knowledge of and experience with qualitative and quantitative data analysis combined with his experience with various methods of data collection make him a very effective analyst.

RELEVANT EXPERIENCE

- **DATA COLLECTION, ANALYSIS, AND REPORTING.** Mr. Jenkins has experience collecting and analyzing both qualitative and quantitative data. Mr. Jenkins conducts interviews; has collected, organized, and analyzed data from large, external data sets; and has designed and administered paper and Web-based surveys to collect information from a variety of internal and external stakeholders. Mr. Jenkins analyzes data and leads quality control efforts. Mr. Jenkins is able to effectively communicate research results in written reports with the appropriate use of charts and tables.
- **RESEARCH.** Mr. Jenkins has considerable experience conducting comprehensive literature reviews for sociological research studies as well as public policy consulting projects. He has reviewed government rules, regulations, strategic plans, internal and external audits and reviews, and budget documents as well as journal and newspaper articles and reports prepared by trade and advocacy associations. Mr. Jenkins is adept at preparing written summaries of information gleaned from these and other sources. He is also skilled in comparing the regulations, administration, operations, and outcomes of state and local programs based on information gained through literature reviews, interviews, surveys, and other research.
- **DATABASE DEVELOPMENT.** Mr. Jenkins designs, maintains, and analyzes Microsoft Excel and Access databases used in multiple projects. Mr. Jenkins serves as the database administrator and oversees all database design, maintenance, upgrades, data entry, and data analysis for Morningside. He maintained an internal database used to produce annual reports comparing the financial and operating statistics of the ten largest public hospitals in Texas. In a recent project, Mr. Jenkins designed and implemented a database used to analyze regulatory and compliance data as part of a legislatively mandated study.

EDUCATION

B.S., Applied Sociology, Texas State University-San Marcos, San Marcos, Texas.

Esha Clearfield is a consultant at Morningside with expertise in research methods and design, evaluation, project management, and writing. Ms. Clearfield, who has nearly a decade of research and policy analysis experience, has worked in a variety of policy and research settings, including as a consultant for the Texas Office of the Attorney General, as a policy coordinator for the Texas Council on Family Violence, as a research assistant at an early childhood education research institute, as an independent, grant-funded researcher in Ecuador, as a policy research intern at a Washington, D.C.-based think tank, and as part of an LBJ School of Public Affairs policy research project for the Annie E. Casey Foundation.

RELEVANT EXPERIENCE

- **RESEARCH METHODS, DESIGN, AND EVALUATION.** Ms. Clearfield has experience with data collection methods including content analysis, interviewing, facilitating focus groups and stakeholder meetings, developing and administering surveys, and conducting literature reviews and best practices research. Ms. Clearfield also has research design and evaluation experience. At the Puckett Institute, Ms. Clearfield coordinated an evaluation of an early childhood intervention training program, developing the research protocols and field-testing the evaluation process. She also conducted a research and preliminary evaluation project for the Texas Office of the Attorney General-Child Support Division on the Division's family violence-related policy changes, overseeing all stages of the research project from defining objectives for the project to writing the final report with recommendations for executive review.
- **PRIVATE BUSINESS OPERATIONS.** Ms. Clearfield has a thorough understanding of the private sector, having worked for seven years in various capacities for nonprofit organizations. Ms. Clearfield's experience with nonprofits ranges from small grassroots organizations to large research institutions. Having managed a wide range of business priorities for a nonprofit advocacy organization, Ms. Clearfield is very familiar with nonprofit grant, financial, and administrative reporting requirements. In addition, Ms. Clearfield is knowledgeable of the capacity issues facing nonprofits, having worked on projects to increase the capacity of Texas nonprofits through technical assistance and training on a wide variety of policy areas, including criminal justice, tax fairness, health care, and family violence.
- **PROJECT MANAGEMENT.** Ms. Clearfield is an experienced project manager. In addition to managing research and evaluation projects, Ms. Clearfield led a variety of projects at the Texas Council on Family Violence with the goal of improving statewide response to family violence by increasing cross-training and collaboration among family violence programs and other state-funded organizations. Ms. Clearfield's project management skills include creating project objectives and project plans; developing budgets and timelines; conducting ongoing project oversight and staff supervision; ensuring compliance with contract deliverable deadlines; evaluating the achievement of goals; and reporting on project activities.

EDUCATION

M.P.Aff., Lyndon B. Johnson School of Public Affairs, University of Texas, Austin, Texas

M.A., Latin American Studies, Lozano Long Institute of Latin American Studies, University of Texas, Austin, Texas

B.A., Anthropology, University of North Carolina-Asheville, Asheville, North Carolina

SHARI L. HOLLAND

P.O. Box 4173

Austin, Texas 78765

512 302 4413

sholland@morningsideresearch.com

www.morningsideresearch.com

EMPLOYMENT

PRESIDENT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (APRIL 1999 TO PRESENT).

Directs the research and consulting activities of Morningside Research and Consulting and leads the implementation of each project. Has extensive experience reviewing public programs and their funding and making recommendations to public officials. Leads organizations through the process of evaluating their internal structures and processes as well as the impact they have on their clients and customers. With a focus on the allocation of public resources, Morningside Research and Consulting works with clients to identify how funds are being used and whether the allocation of resources reflects the needs and priorities of the organization. A list of completed projects can be found on www.morningsideresearch.com.

PLANNER, AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, OFFICE OF THE DIRECTOR (APRIL 1997 TO APRIL 1999).

Served as Executive Assistant to Department Director and Deputy Director. Conducted policy analysis and analytical, programmatic, and managerial research on various projects. Advised the Director on major departmental reorganization. Supervised customer service activities. Determined the feasibility of initiating new programs and expanding existing services. Evaluated recommended changes in administrative policies and organizational procedures. Facilitated staff work teams and recommended improved management practices. Coordinated analysis of the impact of state legislation on agency programs and operations.

SENIOR PLANNING AND BUDGET ANALYST, TRAVIS COUNTY PLANNING AND BUDGET OFFICE (AUGUST 1993 TO APRIL 1997).

Assigned to several departments, including health and human services and transportation and natural resources. Monitored revenues and expenditures, assisted departments in the preparation of annual budget, evaluated departments' budget requests, and presented budget recommendations to the Commissioners' Court. Coordinated and tracked the budgeting and monitoring of grants received county-wide. Coordinated the preparation of bond issuances and development of the debt policy model. Helped develop strategic planning model and worked with departments to develop and implement strategic plans. Responded to inquiries from Commissioners' Court, county departments, and the public.

PROGRAM ANALYST, LEGISLATIVE BUDGET OFFICE, TEXAS STATE LEGISLATURE (JULY 1991 TO JULY 1993).

Evaluated programs and monitored the performance of nine state agencies. Made recommendations to the legislature about agency programs and activities related to juvenile justice, labor programs, and child abuse and neglect prevention programs. Analyzed fiscal impact of proposed legislation. Worked with legislative staff to successfully pass child labor legislation in 73rd Legislative session. Responded to legislative inquiries. Assisted in implementing a new performance-based budgeting system, which required working with agencies to create strategic plans, develop performance measures, and monitor quarterly attainment of the measures.

Other projects included a study of maternal and infant health care, an evaluation of health licensing agencies, and updating the LBO program evaluation manual.

INSTRUCTOR, AUSTIN COMMUNITY COLLEGE, NORTHRIDGE CAMPUS, AUSTIN, TEXAS (AUGUST 1995 TO MAY 1996).

Taught two sections of a course entitled "Texas State and Local Government". Provided instruction on the environment and institutional structures that define Texas state and local government as well as the political processes in Texas and how public policy is developed. Students analyzed current political topics and actual primary electoral contests at the state and local level in order to understand how public policy and public decision-making occur and how the public participates in the political process.

INTERN, THE MINISTRY OF LABOR, BUDAPEST, HUNGARY (SUMMER 1990).

Researched the topic of unemployment as it emerged under the new economic system in Hungary and evaluated the effectiveness of governmental policies implemented to address the problem. Interviewed academicians and governmental policy makers. Results of research submitted as Professional Report entitled "Unemployment in Hungary: Developing Policies to Meet the Needs of a New Class of Hungarian Workers" in fulfillment of Master of Public Affairs graduation requirement. First Reader: Professor James Galbraith.

RESEARCH ASSISTANT, THE AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT, ALEXANDRIA, VIRGINIA (SEPTEMBER 1987 TO JULY 1989).

Researched and wrote for a project underwritten by the U.S. Department of Labor reviewing employment, training, and education policy within the context of employer institutions. Worked with a team of researchers to coordinate research activities and produce three books and a training manual. Reviewed current literature and interviewed training practitioners to gather information for case studies.

EDUCATION

Lyndon B. Johnson School of Public Affairs, University of Texas at Austin
Master of Public Affairs, May 1991

The American University, Washington, DC
Bachelor of Arts in Urban Affairs, cum laude, May 1987

JESSE JENKINS

P.O. Box 4173
Austin, Texas 78765

512 302 4413

jjenkins@morningsideresearch.com

www.morningsideresearch.com

EMPLOYMENT

CONSULTANT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MAY 2015 TO PRESENT).

Staffs and leads research and consulting projects, including coordinating research, data collection, analysis, developing project findings and recommendations, and writing and editing reports. Organizes data into detailed written reports and provides clear and succinct charts and tables to convey research results. Provides support for various client engagements through project planning, data collection and analysis, identifying gaps in programs and services, and presenting findings and recommendations to the client. Engages in business development activities, including writing proposals.

RESEARCH ANALYST, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MAY 2008 TO MAY 2015).

Progressively increasing responsibility, including supervising other researchers and interns. Managed research and consulting projects, including coordinating data collection, analysis, and the creation and editing of draft and final reports. Organized data into detailed written reports and provided clear and succinct charts and tables to convey research results. Designed databases and coordinated data input. Compared data across organizations. Designed and implemented surveys and conducted interviews. Supervised interns in data analysis, data presentation, and report writing. Collaborated with the project team to develop project conclusions and recommendations.

RESEARCH INTERN, MORNINGSIDE RESEARCH AND CONSULTING, INC. (JANUARY 2008 TO MAY 2008).

Completed several sections of a report on the financial and operating statistics of the 10 largest hospital districts in Texas. Was solely responsible for the demographics section of the report which focused on the 10 counties in which the hospital districts are located as well as the State of Texas as a whole. Collected data on poverty status, uninsured individuals, and socioeconomic indicators in conjunction with population data to create a detailed portrait of populations served by the 10 largest hospital districts in Texas and to compare those populations to the rest of the state.

EDUCATION

Texas State University, San Marcos, Texas
Bachelor of Science, Applied Sociology, May 2008

ESHA R. CLEARFIELD

P.O. Box 4173
Austin, Texas 78765
512 302 4413

eclearfield@morningsideresearch.com
www.morningsideresearch.com

EMPLOYMENT

CONSULTANT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MARCH 2014 TO PRESENT).

Staffs and leads research and consulting projects, including coordinating research, data collection, analysis, developing project findings and recommendations, and writing and editing reports. Organizes data into detailed written reports and provides clear and succinct charts and tables to convey research results. Provides support for various client engagements through project planning, data collection and analysis, identifying gaps in programs and services, and presenting findings and recommendations to the client. Engages in business development activities, including writing proposals.

CONSULTANT, TEXAS OFFICE OF ATTORNEY GENERAL-CHILD SUPPORT DIVISION (AUGUST 2012 TO FEBRUARY 2013).

Evaluated the impact of family violence-related policy changes in the Attorney General's Child Support Division. Developed project objectives in partnership with the Child Support Division and the Texas Council on Family Violence. Defined and executed research methodology; conducted qualitative research including interviewing subject matter experts and agency stakeholders, facilitated a focus group of agency managers, and designed and administered surveys of child support staff and family violence program advocates. Wrote and edited final report with recommendations to improve the safety, welfare, and service standards for the Division's clients and stakeholders.

POLICY COORDINATOR, TEXAS COUNCIL ON FAMILY VIOLENCE (AUGUST 2007 TO MARCH 2010).

Led a variety of family violence projects, funded by the Texas Health and Human Services Commission, the Allstate Foundation, and the Texas Governor's Criminal Justice Division, to improve statewide response to family violence by increasing cross-training and collaboration among family violence programs and other state-funded organizations. Facilitated communication among stakeholder groups to exchange ideas and build partnerships. Designed and facilitated numerous focus groups, as well as state and national stakeholder meetings; conducted site visits of member organizations; and led webinars. Project management included ensuring compliance with deadlines, ongoing project oversight and staff supervision, and reporting monthly on project activities. Built training program and authored extensive collection of resource and training materials.

POLICY RESEARCH INTERN, MIGRATION POLICY INSTITUTE, WASHINGTON, DC (SUMMER 2006).

Conducted literature reviews and wrote briefing documents for senior MPI staff members for published policy briefs. Collected, organized, and analyzed quantitative data on international migration trends and copy-edited book chapters for *Migrants to the Metropolis*, 2008. Co-authored "Foreign-Born Health-Care Workers in the United States," *Migration Information Source*, 2007.

PROJECT MANAGER, PROTEX (APRIL 2002 TO JULY 2004).

Managed wide range of business priorities for nonprofit advocacy organization focused on technical assistance and communications training for Texas advocates in the policy areas of criminal justice, tax fairness, and health care. Managed agency budgets; performed bookkeeping and cost analysis; produced monthly financial

reports and quarterly reports for the Board of Directors; and oversaw grant, contract, and reporting requirements.

RESEARCH ASSISTANT, ORELENA HAWKS PUCKETT INSTITUTE, ASHEVILLE, NC (FEBRUARY 2000 – JULY 2001).

Designed and coordinated a national evaluation project (based in Asheville, NC) to measure the effectiveness of an early childhood intervention training program. Developed research protocols and instruments and field-tested evaluation process. Wrote bi-monthly project progress reports submitted to grantor, the US Department of Education.

FULBRIGHT FELLOW, FULBRIGHT COMMISSION, QUITO, ECUADOR (SEPTEMBER 1998 TO AUGUST 1999).

Conducted research on the socio-familial and economic impact of Ecuadorian emigration. Submitted monthly research progress reports and final research report to the Fulbright Commission.

EDUCATION

Lyndon B. Johnson School of Public Affairs (LBJ School), University of Texas at Austin

Master of Public Affairs, May 2007

Master's thesis nominated for the LBJ School Redford Award for Outstanding Research

Lozano Long Institute of Latin American Studies (LLILAS), University of Texas at Austin

Master of Arts in Latin American Studies, May 2007

Master's thesis won the LLILAS Outstanding M.A. Thesis Award

University of North Carolina-Asheville, Asheville, North Carolina

Bachelor of Arts in Anthropology, cum laude, May 1998

Thesis won the Sylvia Forman National Paper Award for Undergraduate Research

TAB 9 – COST PROPOSAL

We propose completing this project for a firm, fixed price of \$35,000. The table below shows our detailed budget by task. Our professional fees are inclusive of all labor costs, benefits, office expenses, overhead, and travel within the City of Austin. Because our office is located in Austin, our budget does not include any expenses for travel from outside of the Austin area..

Proposed Budget by Task

Task	Proposed Budget
Task 1. Hold kick-off meeting.	\$ 2,000
Task 2. Finalize project approach and timeline.	\$ 1,000
Task 3. Develop educational materials and approach document.	\$ 1,000
Task 4. Create outreach, engagement, and education plan.	\$ 1,000
Task 5. Engage businesses.	\$ 12,000
Task 6. Prepare draft and final report.	\$ 8,000
Task 7. Participate in district workshops.	\$ 4,000
Task 8. Lead on-going project management and communication.	\$ 6,000
	\$ 35,000

According to the RFP, the proposer is required to “include an estimated target of in-kind expenses”. The Morningside proposal does not include in-kind expenses.

TAB 10 – EXCEPTIONS TO THE PROPOSAL

Morningside Research and Consulting does not have any exceptions to the proposal or the City of Austin standard terms and conditions.

ATTACHMENT B



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: MHJ0104

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 11 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

TAB 11 – PROPOSAL ACCEPTANCE PERIOD

This proposal submitted by Morningside Research and Consulting is valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP close date.