



Amendment No. 5
of
Contract No. NA170000037
for
Street Team Smoking Cessation Services
between
Emmis Austin Radio Broadcasting Company LP dba Incite
and the
City of Austin

- 1.0 The City hereby updates the Fiscal Year 2020 Deliverables with the attached document, labeled Exhibit A.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 – 09/30/17	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$34,392.00	\$64,392.00
Amendment No. 2: Option 2 10/01/18 – 09/30/19	\$34,392.00	\$98,784.00
Amendment No. 3: Option 3 10/01/19 – 09/30/20	\$34,392.00	\$133,176.00
Amendment No. 4: Name Change	\$0.00	\$133,176.00
Amendment No. 5: Update Deliverables	\$0.00	\$133,176.00

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

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

Signature and Date:

Printed Name: Daniel Sahl
Authorized Representative

Emmis Austin Radio Broadcasting Company LP dba
Incite
8309 North IH 35
Austin, TX 78753

Signature and Date:

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Waterloo FY20 Deliverables

D-1 Develop and submit outreach and marketing plan.

A-1 Include specific site locations, types of outreach, and a timeline for meeting all deliverables.

A-2 Review and provide feedback on Outreach and Marketing plan/update plan as needed.

D-2 Attend at least 24 events.

A-1 Submit recap form for all events.

D-3 Assist in enrolling 110 new registrants to SmokefreeTXT from the population of interest. The population of interest must meet the following criteria:

1. 18-35 years of age;
2. Current tobacco user interested in quitting; and
3. Must complete SmokefreeTXT registration through to the "welcome screen".

And

1. Live in Austin or Travis County or attend a local 2-year/technical school
2. Focus on priority zip codes with individuals with higher rates of chronic diseases, as provided by Austin Public Health.

A-1 Submit registration spreadsheet documenting location, date, time, registrant name, phone number, age, text confirmation status, and assigned brand ambassador.

D-4 Assist in enrolling 70 new registrants to SmokefreeTXT or This is Quitting during outreach events focused on D-3 outreach.

A-1 Submit registration spreadsheet documenting location, date, time, registrant name, phone number, age, text confirmation status, assigned brand ambassador, and enrolled program.

D-5 Administer a "Quit to Win" contest select a winner, and distribute prize.

A-1 Continue using developed contest rules and contestant eligibility to select a winner and 2 alternates via random drawing of registrants attesting to be tobacco-free 2 months after the end of the contest.

A-2 Have a winner sign the tobacco-free affidavit.

D-6 Submit monthly progress report.




Amendment No. 4
to
Contract No. NA170000037
For
Street Team Smoking Cessation Services
Between
Emmis Austin Radio Broadcasting Company, L.P.
dba Incite
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Emmis Austin Radio Broadcasting Company, L.P. dba Incite	Waterloo Media Group, L.P. dba Incite, KLBJ-AM, KLBJ-FM, KBPA-FM, KGSR-FM, KGSR-HD2-FM, KLZT-FM, KLZT-HD2-FMKROX-FM
Vendor Code	LBJ6121890	LBJ6121890
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 4 is hereby incorporated into and made a part of the Contract.


Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office


Date



Amendment No. 3
of
Contract No. NA170000037
for
Street Team Smoking Cessation Services
between
Emmis Austin Radio Broadcasting Company LP dba Incite
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-mentioned contract. Effective October 1, 2019 to September 30, 2020. One option remains.

2.0 The total contract amount is increased by \$34,392.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 – 09/30/17	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$34,392.00	\$64,392.00
Amendment No. 2: Option 2 10/01/18 – 09/30/19	\$34,392.00	\$98,784.00
Amendment No. 3: Option 3 10/01/19 – 09/30/20	\$34,392.00	\$133,176.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

Signature and Date:

Printed Name: Daniel Sah
Authorized Representative

Emmis Austin Radio Broadcasting Company LP dba
Incite
8309 North IH 35
Austin, TX 78753

Signature and Date:

Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA170000037
for
Street Team Smoking Cessation Services
between
Emmis Austin Radio Broadcasting Company LP dba Incite
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above mentioned contract. Effective October 1, 2018 to September 30, 2019, two options remain.
- 2.0 The total contract amount is increased by \$34,392.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 – 09/30/17	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$34,392.00	\$64,392.00
Amendment No. 2: Option 2 10/01/18 – 09/30/19	\$34,392.00	\$98,784.00

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

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

Signature and Date:

Printed Name:

Authorized Representative

Emmis Austin Radio Broadcasting Company LP dba
Incite
8309 North IH 35
Austin, TX 78753

Signature and Date:

Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office



Amendment No. 1
of
Contract No. NA170000037
for
Street Team Smoking Cessation Services
between
Emmis Austin Radio Broadcasting Company LP dba Incite
and the
City of Austin

1.0 The City hereby:

1.1. Exercises the extension option for the above mentioned contract. Effective October 1, 2017 to September 30, 2018, three options remain.

1.2. Updated Scope of Work added to the contract as Exhibit A.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 – 09/30/17	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$34,392.00	\$64,392.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

Signature and Date:

Printed Name:

Authorized Representative

[Signature] 10/29/17
Daniel Sam

Signature and Date:

Marty James, Procurement Specialist II
City of Austin
Purchasing Office

[Signature] 10-02-17

Emmis Austin Radio Broadcasting Company LP dba
Incite
8309 North IH 35
Austin, TX 78753

Scope of Work

Expansion of Street Team Marketing

Smoking Cessation Services for Young Adults

Background:

Significant health disparities exist among resistant and hard-to-reach populations in our community. Teens and young adults are especially susceptible to social and environmental influences and industry advertising and marketing that require unique interventions. Austin/Travis County Health and Human Services Department (APHAPH) has received approval of a project to expand street team marketing to increase use of smoking cessation services among young adults, especially those who are low income and uninsured or who are Medicaid recipients. The purpose of this RFP is to procure services in order to meet the following goals:

- 1) Increase the number of current tobacco users between the ages of 18-35 accessing cessation services, in particular SmokefreeTXT.

1.0 Term:

The contract period will begin the date the contract amendment is signed by the awarded vendor and will end on September 30th, 2018, there are three options remaining.

2.0 Eligible Respondents:

- Eligible respondents shall have past experience conducting street team marketing in the community.

3.0 Minimum Requirement:

Eligible respondent must have documented 3 years of experience conducting street team marketing.
Eligible respondent must have documented experience of tobacco prevention and cessation outreach.

4.0 Contractor Responsibilities:

The target population for this RFP is for individuals ages 18 thru age 35, current tobacco user(s) who are interested in quitting tobacco, and lives in Austin/Travis County. In addition, outreach efforts should be focused on lower socioeconomic young adults who are not current or past 4 year college/university students in the following zip codes: 78702, 78721, 78723, 78724, 78725, 78744, 78741, 78745, 78753, 78752, 78758, 78617, 78653. Outreach should not take place on University of Texas Campus, Huston Tillotson University, St. Edwards University, or other 4-year college campuses or the surrounding vicinity without prior written approval by APH. Outreach events can take place outside of the prioritized project zip codes with prior approval by APH demonstrating that these events will reach the intended audience.

The primary goal of this RFP is to reach 350 number of people in the population of interest to complete SmokefreeTXT registration. An individual is counted in the "population of interest" if they meet the following

- 4.1. 18-35 years of age
- 4.2. Current tobacco user interested in quitting
- 4.3. Must complete SmokefreeTXT registration through to the "welcome screen".

4.4. And either:

4.4.1. Lives in one of the following zip codes: 78702, 78721, 78723, 78724, 78725, 78744, 78741, 78745, 78753, 78752, 78758, 78617, 78653 OR

4.4.2. Attends a 2 year or technical college (outreach would need to take place on these campuses)

4.4.3. APHAPH reserves the right to add additional zip codes and/or other disparate groups to the population of interest as needed.

4.5. Contractor shall be responsible for all aspects of street team coordination, site selection, marketing, and screening of participants to determine eligibility. Contractor shall distribute incentive items provided by APH. APH has the right to change campaign materials during contract period, as needed.

4.6. Contractor shall notify APH immediately if any problems occur while administering the outreach activities, including personal safety issues.

5.0 Deliverables:

5.1. Develop and submit an outreach and marketing plan on a quarterly basis, to include specific site locations, type of outreach (can include booth or table) and a timeline for meeting all deliverables. There must be at minimum of 2 events per month throughout the contract.

5.3. Estimated Dates for these outreach plans are the following:

5.3.1. Quarter 1: Oct 1- Dec 31 2017: Outreach plan due October 10th 2017

5.3.2. Quarter 2: Jan 1- March 31 2018 Outreach plan due December 10th 2017

5.3.3. Quarter 3: April 1- June 30 2018 Outreach plan due March 10th 2018

5.3.4. Quarter 4: July 1- September 30 2018 Outreach plan due June 10th 2018

5.4. Complete 350 new registrants to SmokefreeTXT from the population of interest from October 1, 2017 – September 30, 2018. Registrants must be relatively spread out throughout the contract period (approximately 40 registrants from the population of interest per month).

5.5. Administer a 'Quit to Win' incentive program to promote SmokefreeTXT. A Quit and Win contest is a social marketing technique used to motivate tobacco users to quit. This will require development of contest rules and contestant eligibility, implementing a registration process, tracking registration of contestants, selection of a winner and 2 alternates via random drawing of registrants that have verbally attested to being tobacco-free, and providing a prize up to \$250 in monetary value. This contest should be run for 1 month. Winners should be selected 2 months after the end of the contest. This will allow the winner time to have "stayed Quit from tobacco" after the contest. The winner will be required to sign an affidavit that they have been tobacco free upon being contacted.

5.6. Submit monthly progress report by the 10th calendar day of the month. This includes all SmokefreeTXT Outreach Forms and the Outreach Feedback Form (to be completed for each event). These forms will be provided by APH.

5.7. Submit a minimum of three (3) lessons learned and recommendations, on contractor letterhead, to APH staff in the October 10th report. This should summarize lessons learned and recommendations from the entire contract period.

6.0 Use of Funds:

Funds are awarded for the purpose specifically defined in the RFP and must not be used to supplant local, state, or federal funds.

7.0 Cost Estimate:

Respondent shall prepare a budget/cost estimate for the services requested in this RFP. Respondent should take into account all staff time, travel/mileage, and materials (including the Quit to Win deliverable) needed when preparing the cost estimate. In addition, the respondent should take into account the time needed to attend the required training.

8.0 Allowable Costs

Funds may be used for personnel, fringe benefits, contractual/consultants, office supplies and photocopies, local staff travel, and other direct costs. Purchase of equipment or lobbying for or against any legislation is not permitted with these funds.

9.0 Reporting, Reimbursement, and Communications

Respondent will be reimbursed monthly for qualified expenses. All supporting documentation will be due at the time the monthly report is submitted. This includes all SmokefreeTXT Outreach Forms and the Outreach Feedback Form (to be completed for each event). Contractor is required to retain programmatic and financial documents for at least 5 years from the date of the end of the contract.

Upon receipt and approval by the City of each "Payment Request" and "Monthly Expenditure Report", the City shall process payment, subject to deduction for any unallowable costs. Payment to the respondent shall be due thirty (30) calendar days following receipt by the City of respondent's fully and accurately completed "Payment Request" and "Monthly Expenditure Report". Respondent must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request.

Respondent is required to participate in at least one on-site monitoring meeting at the Contractor's offices.

10.0 Contract Manager Update

10.1 Contract manager is updated:

Ashley LeMaistre, Public Health Program Coordinator
(512) 972-6464
Ashley.LeMaistre@austintexas.gov



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

11/14/2016

Dear **EMMIS AUSTIN RADIO BROADCASTING COMPANY L P dba Incite**:

The City of Austin has approved the execution of a contract with your company for **Street Team Smoking Cessation Services** in accordance with the referenced solicitation.

Responsible Department:	Austin/Travis County Health and Human Services Department (HHSD)
Department Contact Person:	Ashley LeMaistre
Department Contact Email Address:	ashley.lemastre@austintexas.gov
Department Contact Telephone:	(512) 972-6464
Project Name:	Street Team Smoking Cessation Services
Contractor Name:	EMMIS AUSTIN RADIO BROADCASTING COMPANY L P dba Incite
Contract Number:	NA170000037
Contract Period:	12 months
Dollar Amount	\$30,000.00 estimated for the first 12 months
Extension Options:	4, twelve (12) month options
Requisition Number:	N/A
Solicitation Type & Number:	RFP MHJ0108
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

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
EMMIS AUSTIN RADIO BROADCASTING COMPANY L P dba Incite for
Street Team Smoking Cessation Services
NA170000037**

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 **EMMIS AUSTIN RADIO BROADCASTING COMPANY L P dba Incite** having offices at Austin, TX 78753 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 MHJ0108**.

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), MHJ0108 including all documents incorporated by reference (Scope of Work and the City of Austin STANDARD PURCHASE TERMS AND CONDITIONS)
- 1.1.3 EMMIS AUSTIN RADIO BROADCASTING COMPANY L P dba Incite Offer, dated October 25, 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 four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid upon successful completion of services 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.

**EMMIS AUSTIN RADIO
BROADCASTING COMPANY L P DBA
INCITE**

CITY OF AUSTIN

Daniel Sahl
Printed Name of Authorized Person

[Signature]
Signature

Director of Incite
Title:

11/17/16
Date:

MARTI JAMES
Printed Name of Authorized Person

[Signature]
Signature

BUYER II
Title:

11/17/16
Date:



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

SOLICITATION NO: MHJ0108

DATE ISSUED: 09/26/2016

COMMODITY/SERVICE DESCRIPTION:
Street Team Smoking Cessation Services

COMMODITY CODE: 96153
**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

PROPOSAL DUE PRIOR TO: 10/13/2016 2:00 PM (CST)

PROPOSAL CLOSING TIME AND DATE: 10/13/2016 2:15 PM
(CST)

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 # MHJ0108	Purchasing Office-Response Enclosed for Solicitation # MHJ0108
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	7
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
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.

TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS

1. Signed Offer Sheet

Company Name: Emmis Austin Radio Broadcasting Company, LP d/b/a Incite

Company Address: 8309 North IH 35

City, State, Zip: Austin, TX 78753

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Daniel Sahl

Title: Director, Incite Austin

Signature of Officer or Authorized Representative: 

Date: 10/25/16

Email Address: dsahl@inciteimpact.com

Phone Number: 512.832.4092

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

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

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

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

- 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. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

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.
- 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.

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

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.
 - 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.

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

- 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 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.

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

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 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.

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

- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 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

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

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 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.

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

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty 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

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

substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the 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

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

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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:

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

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
 - (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 no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to Marty.James@austintexas.gov.

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:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE 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
 - (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.
 - iv. **Property Insurance:** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- 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 the date the contract is signed and ending on September 30, 2017 with the possibility of four additional renewal years of level funding. The renewal options will be pending availability of funding.
 - 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).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

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

Invoices shall be mailed to the below address:

	City of Austin
Department	HHSD
Attn:	Stephanie Helfman
Address	15 Waller Street
City, State Zip Code	Austin, TX 78702

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

5. Vendor Recordkeeping Requirements:

- 5.1 Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
- 5.2 For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - 5.2.1 An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - 5.2.2 An agreement in which the Contractor commits to the following:
 - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
 - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - 5.2.3. A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
 - 5.2.4. Any other information deemed necessary by the City for the administration and enforcement of this policy.

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

- 5.3 Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
 - 5.4 Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
 - 5.5 During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
 - 5.6 All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
6. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
7. **Enforcement; Penalties:**
- 7.1 **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - 7.2 **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - 7.3 **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - 7.4 **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
 - 7.5 **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - 7.5.1 Providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - 7.5.2 Paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - 7.5.3 Re-instating a worker who has been dismissed in violation of the law.
 - 7.6 **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the

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

expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.

- 9.7 **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
- 9.8 **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- 9.9 **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- 10.0 **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months²⁰ 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

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

20 percent (20%) 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.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000300000A (B)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service occupations, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Reference Proposal	

- 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

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

Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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.

11. **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:

Stephanie Helfman

Health and Human Services Department (HHSD)

(512) 972-5222

Stephanie.Helfman@austintexas.gov

RFP Scope of Work

Expansion of Street Team Marketing

Smoking Cessation Services for Young Adults

Background:

Significant health disparities exist among resistant and hard-to-reach populations within the City of Austin.. Teens and young adults are especially susceptible to social and environmental influences, industry advertising, and marketing that require unique interventions. The Austin/Travis County Health and Human Services Department (ATCHHSD) has received approval to expand street team marketing to increase the use of smoking cessation services among young adults, especially those who are low income and uninsured or who are Medicaid recipients. The purpose of this RFP is to procure services in order to meet the following goals:

1. Increase the number of current tobacco users between the ages of 18-24 accessing cessation services, in particular SmokefreeTXT.

1.0 Number of Awards:

1 award of up to \$30,000 will be awarded. The contract period will begin the date the contract is signed by the awarded vendor and will end on September 30th, 2017, with up to four renewal options of 12 months. The renewal options will be pending availability of funding.

2.0 Eligible Respondents:

1. Eligible respondents shall have past experience conducting street team marketing in the community.

3.0 Minimum Requirements:

1. Eligible respondent must have documented 3 years of experience conducting street team marketing.
2. Eligible respondent must have documented experience of tobacco prevention and cessation outreach.

4.0 Contractor Responsibilities:

The target population for this RFP is individuals ages 18 thru age 24, current tobacco user(s) who is interested in quitting tobacco, and lives in Austin/Travis County. In addition, outreach efforts should be focused on lower socioeconomic young adults who are not current or past 4 year college/university students in the following zip codes: 78702, 78721, 78723, 78724, 78725, 78744, 78741, 78745, 78753, 78752, 78758, 78617, 78653. Outreach should not take place on the University of Texas Campus, Huston Tillotson University, St. Edwards University, or other 4-year college campuses or the surrounding vicinity without prior written approval by ATCHHSD. Outreach events can take place outside of the prioritized project zip codes with prior approval by ATCHHSD demonstrating that these events will reach the intended audience.

The primary goal of this RFP is to reach 350 number of people in the population of interest to complete SmokefreeTXT registration. An individual is counted in the "population of interest" if they meet the following:

- 4.1. 18-24 years of age
- 4.2. Current tobacco user interested in quitting

4.3. Must complete SmokefreeTXT registration through to the “welcome screen”

4.4. And either:

4.4.1. Lives in one of the following zip codes: 78702, 78721, 78723, 78724, 78725, 78744, 78741, 78745, 78753, 78752, 78758, 78617, 78653 OR

4.4.2. Attends a 2 year or technical college (outreach would need to take place on these campuses)

4.4.3. ATCHHSD reserves the right to add additional zip codes to the population of interest as needed.

4.5. Contractor shall be responsible for all aspects of street team coordination, site selection, marketing, and screening of participants to determine eligibility. Contractor shall distribute incentive items provided by ATCHHSD. ATCHHSD has the right to change campaign materials during contract period, as needed.

4.6. Contractor shall notify ATCHHSD immediately if any problems occur while administering the outreach activities, including personal safety issues.

5.0 Deliverables:

5.1. Contractor shall attend a City of Austin training on tobacco prevention and control issues and basic outreach administration techniques conducted by ATCHHSD.

5.2. Develop and submit an outreach and marketing plan on a quarterly basis, to include specific site locations, type of outreach (can include booth or table) and a timeline for meeting all deliverables. There must be at minimum of 2 events per month throughout the contract.

5.3. Estimated Dates for these outreach plans are the following:

5.3.1. Quarter 1: Oct 1- Dec 31 2016: Outreach plan due October 10th 2016

5.3.2. Quarter 2: Jan 1- March 31 2017 Outreach plan due December 10th 2016

5.3.3. Quarter 3: April 1- June 30 2017 Outreach plan due March 10th 2017

5.3.4 Quarter 4: July 1- September 30 2017 Outreach plan due June 10th 2017

5.4. Complete 350 new registrants to SmokefreeTXT from the population of interest from October 1, 2016 – September 30, 2017. Registrants must be relatively spread out throughout the contract period (approximately 40 registrants from the population of interest per month)

5.5. Administer a ‘Quit to Win’ incentive program to promote SmokefreeTXT. A Quit and Win contest is a social marketing technique used to motivate tobacco users to quit. This will require development of contest rules and contestant eligibility, implementing a registration process, tracking registration of contestants, selection of a winner and 2 alternates via random drawing of registrants that have verbally attested to being tobacco-free, and providing a prize up to \$250 in monetary value. This contest should be run for 1 month. Winners should be selected 2 months after the end of the contest. This will allow the winner time to have “stayed Quit from tobacco” after the contest. The winner will be required to sign an affidavit that they have been tobacco free upon being contacted.

5.6. Submit monthly progress report by the 10th calendar day of the month. This includes all SmokefreeTXT Outreach Forms and the Outreach Feedback Form (to be completed for each event). These forms will be provided by ATCHHSD.

- 5.7. Submit a minimum of three (3) lessons learned and recommendations, on contractor letterhead, to ATCHHSD staff in the August 10th report. This should summarize lessons learned and recommendations from the entire contract period.

6.0 Use of Funds:

Funds are awarded for the purpose specifically defined in the RFP and must not be used to supplant local, state, or federal funds.

7.0 Cost Estimate:

Respondent shall prepare a budget/cost estimate for the services requested in this RFP. Respondent should take into account all staff time, travel/mileage, insurance and materials (including the Quit to Win deliverable) needed when preparing the cost estimate. In addition, the respondent should take into account the time needed to attend the required training.

8.0 Allowable Costs

Funds may be used for personnel, fringe benefits, contractual/consultants, office supplies and photocopies, local staff travel, and other direct costs. Purchase of equipment or lobbying for or against any legislation is not permitted with these funds.

9.0 Reporting, Reimbursement, and Communications

Respondent will be reimbursed monthly for qualified expenses. All supporting documentation will be due at the time the monthly report is submitted. This includes all SmokefreeTXT Outreach Forms and the Outreach Feedback Form (to be completed for each event).

Upon receipt and approval by the City of each "Payment Request" and "Monthly Expenditure Report", the City shall process payment, subject to deduction for any unallowable costs. Payment to the respondent shall be due thirty (30) calendar days following receipt by the City of respondent's fully and accurately completed "Payment Request" and "Monthly Expenditure Report. Respondent must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request.

Respondent is required to participate in at least one on-site monitoring meeting at the Contractor's offices.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0108**

PART 1: PROPOSAL FORMAT

All proposals should be submitted in the following format.

Submit one original, and three (3) electronic versions of the complete proposal.
The electronic versions must be on a USB flash drive in PDF format.

The original must be submitted on 8.5 x 11" paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original". The original must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your proposal and include a Table of Contents. Proposers should provide all details in the proposal as required in the Section 0500- Scope of Work and any additional information you deem necessary for your proposal to be evaluated.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 1: City of Austin Purchasing Documents-Complete and submit the following documents:

1. Signed Offer Sheet
2. Section 0605-Local Business Presence Form
3. Section 0700-Reference Sheet
4. Section 0835-Non-Resident Bidder Provisions
5. Section 0900-No Goals Utilization Plan

Tab 2 - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate and provide your non-profit organization status.

Tab 3 – Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 5 – Work Plan: Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0108**

Tab 6 - Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

Tab 7 - Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

Tab 8 - Price Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. In the proposal, provide a price chart similar to the one listed below. The prices listed in the table shall be inclusive of all fees, including travel, if required. No fees will be paid separately. Include a breakdown of each cost (administrative fees, hourly rates, etc.).

TRAVEL EXPENSES (if required):

All travel lodging 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/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed 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.

A. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

B. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

PART 2: - Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MHJ0108**

PART 3 - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

PART 4- EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Award Procedures**

Evaluation factors outlined below shall be applied to all eligible, responsive Contractors in comparing and then selecting the successful bid. Award of a contract may be made without discussion with Contractors after bids are received.

Evaluation Factors (100 points total):

Experience	40 Points
Approach to Work	40 Points
Budget	10 Points
Local Presence	10 Points



City of Austin, Texas
Purchasing Office
Health and Human Services Department
Request for Proposal: MHJ0108

Submitted to:
City of Austin, Municipal Building
Purchasing Office
124 W 8th Street, Rm 310
Austin, TX 78701

Submitted by:



Contact:
Daniel Sahl, Director of Incite & Digital Sales
512.832.4092
dsahl@inciteimpact.com

TABLE OF CONTENTS

PREFACE – EXECUTIVE SUMMARY.....5

TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS.....7

TAB 2 - BUSINESS ORGANIZATION.....13

TAB 3 – AUTHORIZED NEGOTIATOR.....15

TAB 4- SYSTEM CONCEPT AND SOLUTION17

TAB 5 – WORK PLAN.....21

TAB 6 – PRIOR EXPERIENCE23

TAB 7 – PERSONNEL29

TAB 8 - PRICE PROPOSAL45

This proposal was printed on 100% postconsumer recycled content multipurpose paper.

Binder chipboard is 98% post-consumer recycled content and is PVC free.

Divider tabs consist of 30% postconsumer recycled paper.

PREFACE – EXECUTIVE SUMMARY

A 2014 Surgeon General’s Report titled *The Health Consequences of Smoking: 50 Years of Progress* revealed that 5.6 million of today’s Americans younger than 18 will ultimately die from smoking if smoking rates are not reduced. Further, 99% of smokers in the United States first try smoking by the age of 26.

Specific to Austin/Travis County, young adults (18-24) have the highest prevalence of smoking of any age group (24%). Males smoke and use tobacco products at two times the rate of females, and adults who have a college degree are less likely to smoke/use tobacco products compared with adults who lack a high school diploma.

Preventing tobacco use among our young people is critical to ending the tobacco epidemic in the United States, and the City of Austin Health and Human Services Department (HHSD) recognizes it is critically important to reach young adults in relevant, meaningful ways and connect them to cessation services – in particular, SmokefreeTXT.

To reach young, primarily hard-to-reach populations and connect them with the SmokefreeTXT program, Incite, a social impact marketing firm, plans to:

1. Develop quarterly grassroots outreach and marketing plans designed to connect at-risk populations with HHSD resources and tools (specifically SmokefreeTXT);
2. Handle all aspects of street team coordination and deployment including recruitment, screening, training, site selection, scheduling, team accountability and results tracking;
3. Engage at-risk populations within the fabric of their daily lives – using culturally- and demographically-relevant influencers to connect people to healthy resources and information; and
4. Inspire and connect a minimum of 350 new registrants to the SmokefreeTXT program via grassroots engagement efforts and the administration of a “Quit to Win” incentive program.

Incite recognizes that lifestyle choices are ultimately personal decisions often made as a result of social and environmental factors and influences. In addition, we understand a major root cause of chronic diseases and health disparities is healthy literacy—the ability for people to understand basic health information in order to make healthy decisions and seek appropriate services.

As such, Incite designs behavior change marketing campaigns that meet people where they are, inspire them to think or feel differently, and ultimately move them to take positive action while connecting them with resources that better their own lives and the lives of those around them.

Setting Incite apart is our unique understanding of entertainment platforms and effective community-based engagement tactics used to mobilize people to take positive action. Our social impact marketing firm is housed within Emmis Communications (the ninth largest radio broadcaster in the United States), providing us with direct access to traditional and emerging outreach tools, culturally-relevant celebrity influencers, and meaningful incentives that drive positive health actions.

We understand that sometimes the only thing standing in the way between *thinking* and *doing* is the right motivation – and someone willing to point the way. Incite provides that direction.

In partnership with the City of Austin HHSD, Incite will leverage more than a decade of experience working with government entities to accomplish health awareness campaigns. Our expertise is the result of lessons learned while driving positive health outcomes on behalf of clients like the:

- New York City Department of Health & Mental Hygiene
- City of St. Louis Department of Health
- Indiana State Department of Health's Tobacco Prevention & Cessation Commission
- Los Angeles County Department of Public Health

As a result of this experience, Incite understands the environment in which government programs operate—from navigating policy to meeting public expectations—and the challenges that accompany serving multiple stakeholders while delivering defined program goals.

To inspire the positive actions listed above, Incite will implement our proven behavior change marketing strategy supported by our three pillars of engagement:

- ***Local Leads:*** Incite is an expert in using community-based grassroots engagement tactics to connect target audiences to health resources.
- ***Influencers Inspire:*** Incite will utilize culturally-relevant and demographically-relatable influencers to champion the SmokefreeTXT platform – connecting with and inspiring diverse, hard-to-reach audiences.
- ***Multimedia Motivates:*** Pulling on our deep knowledge of the Austin market, Incite knows exactly when and where to reach HHSD's target audience where they will be most likely to consider adopting positive health behaviors.

Incite remains committed to our work with the City of Austin Health and Human Services Department to positively affect the health of our central Texas neighbors and communities. As such, Incite is pleased to respond to RFP MHJ0108.

We look forward to engaging in the next steps of this process and to further partnering with HHSD to *Engage People, Inspire Belief, and Incite Action...*leading to a healthier Austin!

2. Section 0605

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	Incite	
Physical Address	8309 North IH 35, Austin, TX 78753	
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?		
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

3. Section 0700

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name: Incite

- | | |
|---------------------------|--|
| 1. Company's Name | <u>City of Austin Health & Human Services Department</u> |
| Name and Title of Contact | <u>Ashley LeMaistre, Program Coordinator , Austin/Travis County Health & Human Services Chronic Disease Prevention & Control</u> |
| Present Address | <u>15 Waller St</u> |
| City, State, Zip Code | <u>Austin, TX 78702</u> |
| Telephone Number | <u>512-972-6464</u> Fax Number <u>512-972-5659</u> |
| Email Address | <u>ashley.lemaistre@austintexas.gov</u> |
| 2. Company's Name | <u>Kinsa</u> |
| Name and Title of Contact | <u>Lauren Davis, VP of Marketing</u> |
| Present Address | <u>1404 Alta Vista Ave</u> |
| City, State, Zip Code | <u>Austin, TX 78704</u> |
| Telephone Number | <u>(512) 751-2946</u> Fax Number <u>()</u> |
| Email Address | <u>lauren@kinsahealth.com</u> |
| 3. Company's Name | <u>Seton Healthcare Family</u> |
| Name and Title of Contact | <u>Mimi Quinn, Director, Brand Marketing</u> |
| Present Address | <u>1345 Philomena Street, Suite 300</u> |
| City, State, Zip Code | <u>Austin, Texas 78723</u> |
| Telephone Number | <u>(512) 324-9999 x85517</u> Fax Number <u>(512) 380-7569</u> |
| Email Address | <u>mcQuinn@seton.org</u> |
| 4. Company's Name | <u>Indiana University Health</u> |
| Name and Title of Contact | <u>Stephanie Berry, Manager, Community Outreach & Engagement System Coordination</u> |
| Present Address | <u>1800 N. Capitol Ave</u> |
| City, State, Zip Code | <u>Indianapolis, IN, 46202</u> |
| Telephone Number | <u>317-962-6102</u> Fax Number <u></u> |
| Email Address | <u>sberry@iuhealth.org</u> |

4. Section 0835-Non-Resident Bidder Provisions

Company Name: Incite

- 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: N/A

Which State: N/A

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: N/A

5. Section 0900 – No Goals Utilization Plan

Please refer to the separately sealed, signed No Goals Utilization Plan included with this proposal submission.

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

SOLICITATION NUMBER: RFP MHJ0108

PROJECT NAME: Street Team Smoking Cessation 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

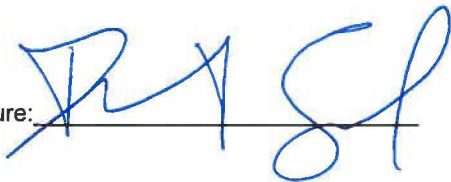
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

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.

Company Name: Incite

Name and Title of Authorized Representative (Print or Type): Daniel Sahl, Director Incite & Digital Sales

Signature: _____



Date: 10/25/16

TAB 2 - BUSINESS ORGANIZATION

The legal entity responding to this RFP, Emmis Austin Radio Broadcasting Company, LP, doing business as (dba) Incite, was incorporated in 1997 and is licensed to do business in Texas.

ABOUT EMMIS COMMUNICATIONS



One of the nation's most respected media companies, Emmis Communications (Emmis) owns radio, city/regional magazine, digital, and mobile operations in large and medium-sized markets throughout the United States, including Austin, TX.

Emmis went public in 1994 and now owns and/or operates the 9th largest radio portfolio in the United States based on total listeners. Emmis owns 19 FM and 4 AM radio stations, Incite (a behavior change marketing division), and Actify (an event marketing arm).

Emmis is consistently recognized for its unique people-centric culture that emphasizes innovation and creativity. The Company has been named one of Fortune's "100 Best Companies to Work For," and the company's logo – a large "e" pushing beyond the boundaries of a box – exemplifies the company philosophy of encouraging unique approaches to solving problems and generating new ideas.

ABOUT INCITE



Launched within Emmis in 2001, Incite is a full-service cause and social marketing firm wholly dedicated to designing and executing effective behavior change marketing campaigns. Incite uses marketing for good and serves the corporate, nonprofit, and government sectors. We specialize in crafting meaningful, media-driven outreach campaigns that

use the power of entertainment to reach, engage, and inspire mainstream and hard-to-reach audiences toward positive action.

Working alongside Emmis staff and resources, Incite has access to the most current media expertise, innovative promotional tools and resources, deep community immersion, and celebrity and talent influencers who can positively shape public opinion and drive positive action.

Incite's Austin-based team of three full-time professionals and national team of five others are committed to leveraging both local knowledge and national perspective to effectively connect with and inspire the City of Austin Health and Human Services Department's target audiences.

OFFICES

Emmis Austin Radio Broadcasting Company, LP/Incite Austin (primary office performing work herein):

8309 North IH 35
Austin, TX 78753

One of Emmis's largest regional operations is based in Austin, Texas – home to seven of its radio stations: BOB-FM (KBPA), 93.3 KGSR, 101X (KROX), 590 AM News Talk (KLBJ-AM), 93.7 KLBJ-

FM, 107.1 La Z (KLZT), 102.7 Latino (KLZT-HD2), and a statewide magazine, Texas Monthly. Emmis /Incite Austin employs 105 full-time and 16 part-time employees.

Emmis's Austin-based facility includes state of the art audio, digital, and video production capabilities; programming, sales, and promotions operations; live performance space; and meeting rooms equipped with video conferencing technology.

Emmis Communications/Incite Indianapolis (Emmis Headquarters; will assist in performing work herein):

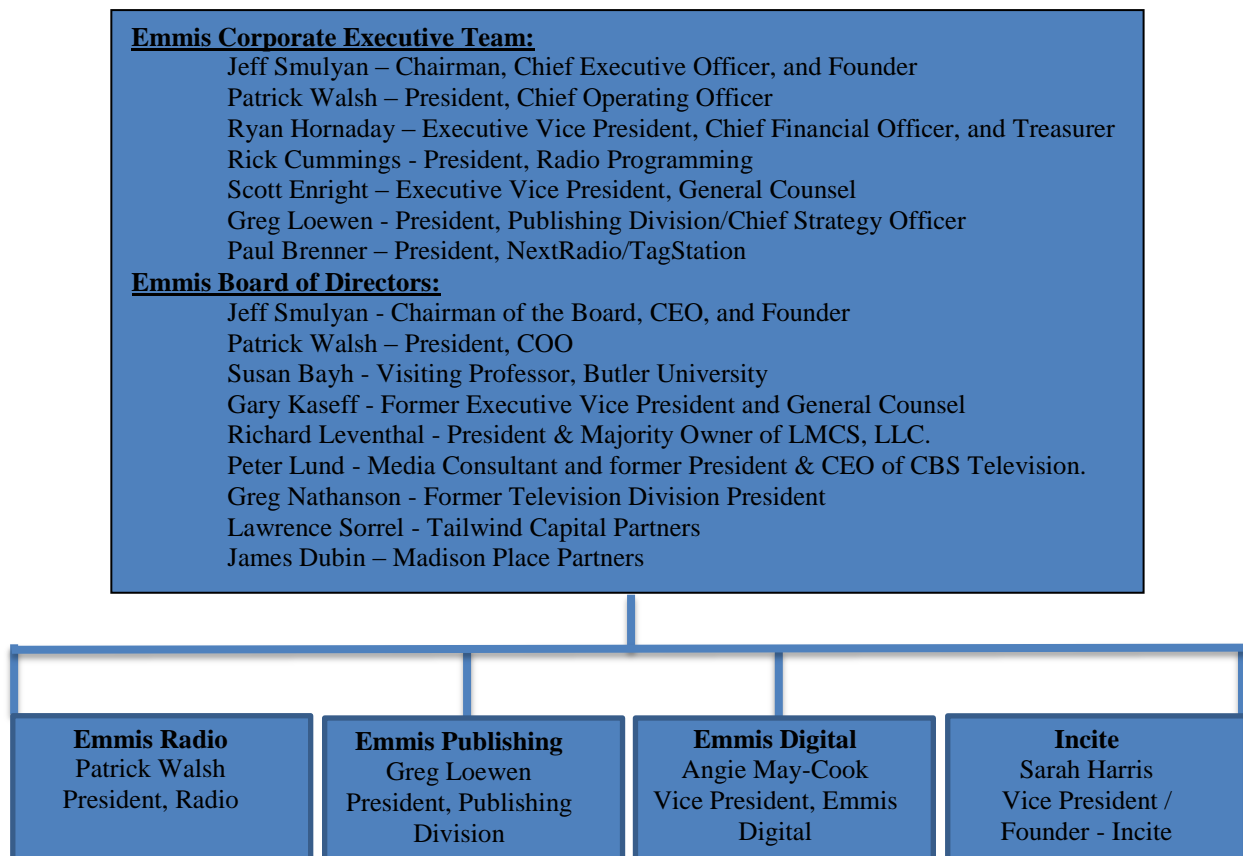
One EMMIS Plaza
40 Monument Circle, Ste. 700
Indianapolis, IN 46204

Emmis's Indianapolis-based corporate headquarters is home to its senior leadership personnel, in addition to its Indianapolis Radio and Indianapolis Monthly regional publication operations.

STRUCTURE OF ORGANIZATION

Emmis is a publicly-traded company (NASDAQ: EMMS) operated under the direction of the Corporate Executive team and Board of Directors listed below. Incite is a division wholly-owned and operated by Emmis and housed alongside its radio operations across the country. Emmis and Incite leadership as it pertains to this contract are listed below.

Emmis Operating Company



TAB 3 – AUTHORIZED NEGOTIATOR



Daniel Sahl, Director of Incite & Digital Sales
8309 N IH 35
Austin, TX 78753
(512) 832-4092
dsahl@inciteimpact.com



SUMMARY

Daniel leads partner and business development efforts for the Incite and Digital divisions at Emmis Austin Radio. Building on 14 years of traditional media sales experience, Daniel now invests his expertise in crafting effective cause and social impact marketing campaigns that mobilize people for good. His primary responsibilities include earning new and retaining existing client relationships, training the Emmis Austin Radio sales team, and overseeing all Incite and Emmis Digital budgets and campaigns to drive maximum value for clients and partners.

TAB 4- SYSTEM CONCEPT AND SOLUTION

SYSTEM CONCEPT

Overview of Health Landscape¹

Tobacco prevention and cessation initiatives are desperately needed to address the negative impact of public health issues affecting Travis County residents. Tobacco use is the most prevalent cause of premature death in Travis County, accounting for more than 785 lives lost in 2013—more than alcohol, auto accidents, AIDS, drugs, suicides, homicides, and fires combined. Not only is cancer the number one killer in Travis County, but lung cancer is the leading cause of cancer deaths—with almost 90% of lung cancer due to direct smoking. Further, Texans pay about \$7.5 billion each year to cover health-care costs related to tobacco use—or about \$750 per household every year.

Teens and young adults are simultaneously at high-risk for tobacco use and critical targets for tobacco prevention and cessation initiatives. Almost 90% of adult smokers began at or before the age of 18. Devastatingly, more than 1,000 youth become regular smokers each day in the US—almost half of whom will ultimately die from tobacco. Specific to Austin/Travis County, young adults (18-24) have the highest prevalence of smoking of any age group (24%). Males smoke and use tobacco products at two times the rate of females, and adults who have a college degree are less likely to smoke/use tobacco products compared with adults who lack a high school diploma.

To drive tobacco prevention and cessation efforts, there is, therefore, ***a specific need to target those who suffer disproportionality from healthy disparities***—in this case, adults (primarily males) ages 18-24 with low income, limited education, lack of health insurance, and/or Medicaid recipients living in Travis County.

Addressing young adult smoking is important because cessation before age 30 avoids almost all long-term effects of smoking. Teens and young adults are also especially susceptible to social/environmental influences and tobacco industry advertising, which ***requires unique public outreach interventions***.

Incite's understanding of the health and environmental landscapes and track record of developing and implementing successful behavior change marketing campaigns equips us with the perspective and expertise needed to navigate this critical and complex public health situation.

SOLUTION

Incite Austin has over a decade of social marketing experience including recent street team marketing for local clients and partners to help improve community health (City of Austin Health and Human Services Department, Kinsa Health and City of Austin Office of Sustainability). Based on proven performance and positive results, we are confident in our strategy and tactics to achieve the campaign goal of 350+ qualified subscribers in the SmokefreeTXT program.

Local Leads

Incite is an expert using community-based grassroots engagement tactics to connect target audiences to health resources. Custom on-site activation plans ensure target audiences engage with street team personnel. Activation plans are relevant to each unique target audience desired. For example, in our recent work with the City of Austin HHSD, we developed two on-site activation plans to engage differing target

¹ Data sourced from <http://www.livetobaccofreeaustin.org/>

audiences. During Blues on the Green, the street team encouraged concert-goers to interact with COA HHSD by incentivizing them to “Register to Win a Pair of 3 Day ACL Passes.” In order to register, participants were required to fill in the blank on a chalkboard: “I Wish _____ (person/place) Were Tobacco Free.” Once they filled in the blank, the street team took a picture of them holding the chalkboard with their smartphone, and encouraged them to post the picture to Social Media using the hashtag #LiveTobaccoFreeAustin. At El Veranazo Futbolero, the street team led an interactive game educating attendees on sugars levels found in various popular drinks. In addition, soccer fans could register to win a family 4-pack to Schlitterbahn.

Influencers Inspire

One of the most critical elements to ensure successful street team marketing is personnel. Incite utilizes culturally-relevant and demographically-relatable influencers to champion initiatives – helping messages resonate with and inspire harder-to-reach target audiences.

Multimedia Motivates

Emmis Austin Radio brands are known for their commitment to Austin musicians and the community through events including: Blues on the Green, Live at Shady Grove, KGSR Anniversary Party, SXSW Live at the W, and the Summer Cinema at Central Market series – to name just a few. Include our strong and long-standing media partnerships with Austin City Limits Music Festival, SXSW, Frank Erwin Center, and Cedar Park Center, and we have an unparalleled access to multiple high profile spaces and culturally-relevant places that will provide us unique opportunities to engage audiences.

Using our proven strategy, Incite will recruit, hire, and train a dynamic street team consisting of four (4) members to serve as SmokefreeTXT ambassadors at a minimum of 18 events (3 hours per event).

Note: The proposed scope of work states a project timeline of October 2016 - September 2017; we are prepared and ready to begin work immediately upon issue of contract. However, based on current RFP timeline, our proposed work solution will begin with planning and training in Nov/Dec. 2016 and the street team outreach taking place during the months of January 2017 – September 2017. This can be adjusted and modified as needed.

Potential locations:

- Downtown area bars, night clubs, and music venues. For example:
 - Homegrown Live – 101X radio’s concert series committed to promoting independent rock artists evolving on the local scene (multiple locations)
 - SXSW music festival
 - Latino Summer Concert – Latino 102.7’s anniversary party featuring live music (location TBD)
 - Latino Club Nights – Latino 102.7’s live mix every Friday and Saturday night at downtown hot spot Cielo Nightclub
 - Amped Austin, Rio Austin, Lux, The Madison, Toulouse, Shakespeare’s, Maggie Mae’s, Jackelope, Blind Pig, Cheers Shot Bar, Stubb’s, Mohawk
- Barton Springs
- Zilker Park
- Greenbelt
- Football tailgates
- Weekend Jaripeos (Plaza Mexico, Plaza R3)
- Mexican Supermarkets (La Michoacana, El Rancho, Poco Loco Market, JDs Super Market)
- Flea Markets (812, La Pulguita)
- El Veranazo Futbolera (Festival to celebrate the Mexican culture combining music and soccer)

In addition to distributing incentive items provided by COA HHSD, ***Incite will create a quarterly “Quit to Win” incentive program to help increase engagement at each appearance.*** Each quarter would feature a different prize including items like Beats By Dre Wireless Headphones, Gaming Consoles, Smart Watches, Concert/Festival tickets, or GoPros. In order to register for the prize, Incite will develop contest rules, monitor contestant eligibility, implement a registration process, track registration, select/contact winners, and distribute prizes.

Monitoring and Evaluation

Evaluating the impact of a street team marketing campaign is critical. **Incite will provide monthly progress reports including SmokefreeTXT outreach forms and Outreach Feedback Forms for each event.** Progress reports will guide our decision-making for strategies and target locations to be used for subsequent months and campaigns.

Incite will provide the COA Health and Human Services Department with a minimum of three lessons learned to increase effectiveness **along with a full campaign report** at the culmination of the contract period.

TAB 5 – WORK PLAN

TECHNICAL PLAN FOR ACCOMPLISHING REQUIRED WORK

Incite's work is fueled by the goals of our clients. Because of this, we have adopted a behavior change marketing approach and project management plan that is built upon a highly collaborative process with the client.

Communicating information efficiently among team members is essential to achieving marketing campaign and client service goals. As such, Incite works with clients to develop a comprehensive project management plan at the beginning of any contract period including:

- Project timelines
- Gantt charts and calendars that clearly outline project activities, as well as communication and reporting expectations and deadlines
- Document review and approval process
- Document change/version control
- Change management process
- Communications grid which outlines all project communication strategies including the method of communication, purpose, frequency, and parties involved

To efficiently drive this process, Incite currently employs a project management software system (Basecamp) that enables individuals to assign tasks over a network, receive task updates, and incorporate up-to-date task information into the overall project plan. In short, it allows an individual to coordinate all of the project team's activities through one seamless system.

Additionally, Incite values interaction and feedback from its clients. To ensure a smooth working relationship with HHSD, Incite will consistently meet (at least once per month) to plan and strategize with HHSD, and to receive input and discuss strategic direction. We will provide oversight of all marketing components, monitor activities, design and analyze evaluation results, and report key observations and findings back to HHSD. Incite will constantly review the strategies implemented against the goals of the campaigns to ensure success. Should any changes to the strategy be needed, we will recommend it and act with HHSD's approval.

DELIVERABLES/MILESTONES

Action / Deliverable	Deadline	Responsible Party
Recruit, Hire, Train, and Assign appropriate staff members to street team	12/5/16	Incite
Develop and submit Q1 Outreach and Marketing Plan to include specific site locations, types of outreach, and a timeline for meeting all deliverables for Jan-Mar. 2017	12/9/16	Incite
Review and provide feedback on Q1 Outreach and Marketing Plan 1/Update Plan as needed	12/12-12/15/16	HHSD & Incite
HHSD to approve Q1 Outreach and Marketing Plan	12/16/16	HHSD
Attend City of Austin training on tobacco	12/16/16	HHSD & Incite

Action / Deliverable	Deadline	Responsible Party
prevention and control issues and basic outreach administration techniques conducted by ATCHHSD		
Coordinate 2 street team engagement events	1/31/17	Incite
Submit monthly progress report	2/10/17	Incite
Coordinate 2 street team engagement events	2/28/17	Incite
Submit monthly progress report	3/10/17	Incite
Develop and submit Q2 Outreach and Marketing Plan to include specific site locations, types of outreach, and a timeline for meeting all deliverables for April-June 2017	3/10/17	Incite
Review and provide feedback on Q2 Outreach and Marketing Plan /Update Plan as needed	3/13-3/16/17	HHSD & Incite
HHSD to approve Q2 Outreach and Marketing Plan	3/17/17	HHSD
Coordinate 2 street team engagement events	3/31/17	Incite
Submit monthly progress report	4/10/17	Incite
Coordinate 2 street team engagement events	4/30/17	Incite
Submit monthly progress report	5/10/17	Incite
Coordinate 2 street team engagement events	5/31/17	Incite
Select Q1 "Quit to Win" contest winner and distribute prize	5/31/17	Incite
Submit monthly progress report	6/9/17	Incite
Develop and submit Q3 Outreach and Marketing Plan to include specific site locations, types of outreach, and a timeline for meeting all deliverables for July – Sept. 2017	6/9/17	Incite
Review and provide feedback on Q3 Outreach and Marketing Plan /Update Plan as needed	6/12-6/15/17	HHSD & Incite
HHSD to approve Q3 Outreach and Marketing Plan	6/16/17	HHSD
Coordinate 2 street team engagement events	6/30/17	Incite
Submit monthly progress report	7/10/17	Incite
Coordinate 2 street team engagement events	7/31/17	Incite
Submit monthly progress report that also includes three lessons learned and recommendations for entire contract period	8/10/17	Incite
Coordinate 2 street team engagement events	8/31/17	Incite
Select Q2 "Quit to Win" contest winner and distribute prize	8/31/17	Incite
Submit monthly progress report	9/8/17	Incite
Coordinate 2 street team engagement events	9/30/17	Incite
Meeting to discuss final campaign recap & renewal	10/13/17	HHSD & Incite
Select Q3 "Quit to Win" contest winner and distribute prize	11/30/17	Incite

TAB 6 – PRIOR EXPERIENCE

Incite has deep local marketing roots within media and outreach including radio, digital, social, and grassroots marketing. This background makes us uniquely suited to harness the power of entertainment and local media as key vehicles to connect with people, and ultimately cause behavior change to benefit the people and the city of Austin.

We have dedicated expertise working with clients whose goal is not to sell a product; rather to raise awareness, increase understanding of an issue, build belief, and influence attitudes—all critical steps to effectively increasing public education and awareness of issues impacting our communities.

Unique to government clients is the need to balance many stakeholders, explain complex issues, and ultimately encourage people to take action, such as signing up for programs and services, modifying behavior, or connecting to previously un- or under-used resources and tools.

In addition to demonstrating our experience working with city and state government clients, the experience captured below details success driven for relevant clients in the public education and health marketing spaces through the use of street team marketing.

CLIENT: City of Austin Health and Human Services Department



CHALLENGE: In 2016, the City of Austin Health and Human Services Department (HHSD) contracted Incite to develop and manage a three-pronged media campaign focused on tobacco cessation and prevention, chronic disease prevention, and healthy systems change. As part of the tobacco cessation and prevention and chronic disease prevention efforts, the City sought to interact one-on-one with two main target audiences. The tobacco initiative aimed at reaching adults ages 18-40 (male and lower socio-economic skew) to educate them about living tobacco free and encourage them to sign up for SmokefreeTXT, a mobile text messaging service designed for adults and young adults across the United States who are trying to quit smoking. The chronic disease initiative aimed at reaching adults ages 35-54 (lower socio-economic skew) to educate them on the dangers of consuming sugar sweetened beverages.

SOLUTION: In addition to running a multi-media campaign using radio, digital, and social media, Incite deployed a grassroots street team to engage target audiences face-to-face at select events around town. Tobacco events included KGSR's Blues on the Green and KROX's Summer Cinema Series. Chronic Disease events included 107.1 La Z's El Veranazo del Futbolero and Batfest. For the street team, Incite hired and trained bilingual staff who were passionate about making our community a better place to live, ensuring that our street team members reflected each target audience and embodied the mission of the campaign.

At each tobacco event, the street team encouraged concert-goers to interact by incentivizing them to register to win a prize (e.g. 3-day ACL wristbands). In order to register, participants were required to fill in the blank on a chalkboard: "I Wish _____ (person/place) Were Tobacco Free." Once they filled in the blank, the street team took a picture of them holding the chalkboard with their smartphone, and encouraged them to post the picture to Social Media (Facebook, Twitter, or Instagram) using the hashtag #LiveTobaccoFreeAustin. This not only registered participants to win the prize, but it also enabled the campaign message to reach their friends and family on social media—furthering HHSD's outreach. The street team also distributed fliers with the easy steps to register for SmokefreeTXT, and encouraged smokers to sign up for the service to receive tips and encouragement during their quit process.

At each chronic disease event, the street team led an interactive game educating attendees on sugars levels found in various popular drinks. In addition, soccer fans could register to win a family 4-pack to Schlitterbahn.

RESULTS: Throughout the course of the campaign, Incite's grassroots street team engaged with 1,850+ participants at 10 community events.



CLIENT: City of Austin Office of Sustainability

CHALLENGE: Leading sustainability and climate action initiatives throughout the City of Austin, the Office of Sustainability has helped develop Austin’s reputation as a community that embraces sustainable behaviors and lifestyles. Even though many Austinites believe in sustainable living, the Office of Sustainability found that many residents only thought about air or water quality on one day—Earth Day. Incite’s challenge was to find a way to make Earth Day EVERY DAY and to arm the community with tools that would help them change their behavior – one step and one day at a time. Additionally, the primary target for the outreach and engagement campaign was the Hispanic community.



SOLUTION: The Office of Sustainability was ready to launch a new app that awarded users for sustainable behaviors. To educate the community about the app, Incite hired and trained a bilingual street team consisting of Millennials passionate about having a positive environmental impact on Austin. These “Green Team” members were deployed at community events and high-traffic locations including HEB Stores, the Austin Public Library, the Thinkery, and at the Austin Earth Day Festival. Green Team members interacted with individuals and families, sharing green living tips, answering sustainability questions, and inspiring people to download the app.

RESULTS: The “Green Team” engaged the community at ten events in Austin during the one-month campaign push. Additionally, the “Green Team’s” effort inspired 133 people to visit the Office of Sustainability’s web portal to download the app.





CLIENT: Kinsa

CHALLENGE: In January 2016, Kinsa entered Austin as a test market for the launch of its Health Weather program. Kinsa created the first FDA-cleared app-enabled thermometer that allows users to monitor illnesses from beginning to end. The app’s “Health Weather” connects users within a particular community (city, school, company, etc.), offering helpful insights about illnesses that may be circulating in a local area. For its Health Weather launch, Kinsa needed to educate consumers about the product, mass distribute its thermometers, drive sales, and recruit 3,500 Austinites to download and interact with the Kinsa app—with the ultimate goal of helping Austin track and stop the spread of illness.

SOLUTION: Incite developed and implemented a multimedia campaign to build brand awareness and encourage interaction with the app. We established on-air presence on three Austin radio stations, using live endorsements and Health Weather commercials to create buzz. Using our long standing partnerships in the community, Incite also organized 5 appearances at highly attended family-friendly events during the campaign timeframe. Locations included the Cedar Park Center (Circus and Texas Stars), Frank Erwin Center (Harlem Globetrotters), and the 3M Marathon Packet Pick-Up. Incite deployed a street team of Kinsa Brand Ambassadors to distribute thermometers and recruit Kinsa users through app downloads on-site at each event. Lastly, Incite used targeted digital advertising and social media leading up to each event, and also featured an interview with Kinsa on a local Community Affairs program, Local Insights.

RESULT: The campaign was greatly successful and exceeded the client’s goals. By March 2016, there were 3,500+ Kinsa users in Austin, Texas. Kinsa also experienced a 10% increase in Smart Thermometer sales, and 27% of Austinites surveyed indicated that they were aware of Kinsa’s brand and products after the marketing campaign ended.



CLIENT: Indiana University Health



Indiana University Health

CHALLENGE: Indiana University Health conducted a Community Health Needs Assessment that revealed many children were visiting the health system's hospital emergency rooms with head injuries as a result of bicycle accidents. As a result, IU Health needed to educate Hoosier children ages six to 14 and their parents about the importance of following bicycle safety practices and wearing a bicycle helmet. Tactically, IU Health wanted to fit children ages six to 14 with free bicycle helmets in areas of the state where Indiana University Health has a hospital presence with special focus on under-served areas.

SOLUTION: Incite recruited and trained a diverse, dynamic engagement team to serve as the Riley Hospital for Children Bicycle Helmet Safety Crew and built a comprehensive on-site activation program to engage the target audience in bicycle and helmet safety. The engagement team members were primarily college students studying to be teachers or current teachers on summer break. In addition, Incite organized and executed a series of 27 grassroots engagement events including campaign activation at summer camps, large festivals, and community fairs to reach the target audience in all 13 communities served by IU Health hospitals.

RESULTS: Through the community-based outreach campaign, over 4,000 children were educated on bicycle safety practices and properly fit with a free Riley Hospital for Children branded bicycle helmet. The Bicycle Helmet Safety Campaign gained earned media coverage in the following IU Health communities: Paoli, Goshen, La Porte, Hartford, Bedford, and Indianapolis. Incite also secured 503 parents to participate in a follow-up survey that measured the extended impact of the bicycle safety and helmet fitting efforts. The surveys revealed that 95% of young people that received a free helmet were still wearing them six months after being properly fit and educated.



CLIENT: United States Army

CHALLENGE: The U.S. Army needed a way to reach students in order to generate qualified leads for Army enrollment.

SOLUTION: Incite created the U.S. Army College Campus Tour – hiring street team members in five different states that reflected the target audience (college students). The tour stopped in 17 campuses during back-to-school functions including festivals and collegiate athletic events. Incite partnered with local radio stations provide entertainment – drawing attention to the U.S. Army ROTC booth at the events. Incite also created online and Instagram contests where students could enter to win back-to-school prizes such as laptops and Beats By Dre headphones.

RESULTS: The events provided the U.S. Army a unique way to engage one-on-one with students in multiple states. By partnering the U.S. Army with various radio stations that have existing, established relationships with students, the U.S. Army was able to connect with students in a way that traditionally would not be possible. Of the 1,756 college students engaged, 37% checked the opt-in box when registering to win prizes, creating 646 qualified leads for the U.S. Army.



TAB 7 – PERSONNEL

Incite has assembled a team of behavior change marketing and influential media experts with a track record of crafting and executing successful public education and outreach campaigns. We represent decades of work with local and state government clients. With our clients, we are committed to harnessing the power of marketing for good – ensuring our partners receive the best service and optimum execution of campaigns that deliver on their goals, on time, and under budget.

Our Core Project Team will be led by Austin-based Incite Director, Daniel Sahl. Daniel has led the creation and design of numerous cause and social marketing campaigns for various clients including the City of Austin Health and Human Services Department, Development Services Department, and Mayor’s Office along with Kinsa Health. Daniel will be assisted by Account Services Manager, Sarah Chatellier. Sarah oversees the daily execution and fulfillment of Incite campaigns and is responsible for holding both projects and people to task.

The core team will meet a minimum of once a week (two to three times a week at the beginning of the contract) to ensure that all details and project elements are covered. The team will utilize proven project management processes and materials including conference reports, work orders, and meeting notes, as well as blended weekly project status reports. As previously mentioned, Incite will routinely communicate with HHSD.

Incite leadership (Sarah Harris and Jeremy Smith) and Austin-based Emmis leadership (Bruce Walden and Scott Gillmore) will serve as advisors on the project’s strategic direction on an as-needed basis.

Team	Title	Areas of Expertise and Contract Responsibility	Percentage Time to Be Dedicated
Daniel Sahl	Director	<ul style="list-style-type: none"> Project oversight Develop outreach strategy and marketing plan Analyze monthly progress reports and revise outreach strategy and marketing plan as needed 	6
Sarah Chatellier	Account Services Manager	<ul style="list-style-type: none"> Main point-of-contact with City of Austin Strategy implementation and street team management Assign appropriate staff members to accomplish project / campaign goals 	6
Sarah Harris	VP	<ul style="list-style-type: none"> Advise strategic direction and implementation of work 	.5
Jeremy Smith	National Director	<ul style="list-style-type: none"> Advise strategic direction and implementation of work 	.5
Gary Weaver	Marketing and Promotions Director	<ul style="list-style-type: none"> Oversee outreach execution Assist with developing outreach strategy and marketing plan 	2
Rachel Lepera	Integrated Marketing Manager	<ul style="list-style-type: none"> Develop and oversee work plan to implement the campaign Assist with outreach execution 	4
Brandon Chezbro	Account Manager	<ul style="list-style-type: none"> Oversee quality control 	1
Nikki Watkins	Assistant Controller	<ul style="list-style-type: none"> Administrative Support 	1

Name of Person:	Daniel Sahl
Office Location	Austin, TX
Educational Degree (s)	Bachelor of Science – Radio, Television and Film University of Texas at Austin Degree: 2003
# of years' experience in area of service proposed to provide:	<i>12 Years Total</i> More than 12 years of strategic planning, account management, media planning, and outreach/event planning and execution
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships	Employee, 12 years
Describe this person's responsibilities over the past 12 months.	Oversee the new business development and renewal business for Austin. Lead on key Incite Austin campaigns – acting as Project Manager, lead on media strategy, campaign design and ensuring client objectives are achieved as a result of campaigns.
Previous employer(s), Positions, and Dates	Emmis Communications KROX-FM Account Manager 2005 – 2015 Emmis Communications Traffic & Weather Sponsorships Account Manager 2003– 2005
Personal experience	Well-recognized marketing leader who brings innovative ideas to clients that in turn provide them with strong ROI. Kinsa Health: Program designed to reach 1% of Austin households with Kinsa's Smart Thermometer in effort to make Austin a healthier city. <ul style="list-style-type: none"> • Developed communication and marketing plan • Oversaw project management • Placed paid media on radio stations, digital properties and social media platforms • Assisted with creation of paid media and event outreach messaging

	<ul style="list-style-type: none">• Negotiated and coordinated partnerships with Cedar Park Center and Frank Erwin Center for thermometer distribution• Coordinated earned media• Assisted with campaign objectives including outcome evaluation <p>Result: Distributed 2,000 thermometers over the course of four weeks</p> <p>COA Mayor’s Office “Housing Heroes”: Program designed in partnership with the City of Austin to help house 200 homeless veteran’s by the end of 2015.</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Oversaw project management• Placed paid media on radio stations and digital properties• Assisted with creation of paid media messaging• Coordinated earned media• Assisted with campaign objectives including outcome evaluation <p>Result: Housed 300 homeless veterans during campaign timeframe</p> <p>COA Health & Human Services “SmokefreeTXT”: Program designed in partnership with the City of Austin to help increase text registrants for SmokefreeTXT initiative.</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Oversaw project management• Placed paid media on radio stations• Assisted with creation of paid media messaging• Coordinated earned media• Assisted with campaign objectives including outcome evaluation <p>Result: Double the normal rate of monthly text registrants compared to previous paid media strategies</p>
--	---

Name of Person:	Sarah Chatellier
Office Location	Austin, TX
Educational Degree (s)	<p>Bachelor of Arts – Anthropology, French, & Women’s Studies Washington University in St. Louis Degree: 2006</p> <p>Master of Arts – Women’s Studies in Culture & Politics Universiteit Utrecht Degree: 2009</p>
# of years’ experience in area of service proposed to provide:	<p><i>7 Years Total</i></p> <p>More than 7 years of project management, account management, partnership development, strategic planning, and policy research & advocacy</p>
Describe person’s relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships	Employee, 1 year
Describe this person’s responsibilities over the past 12 months.	Help design, implement, monitor, and recap media campaigns. Provide excellent customer service and serve as liaison with clients and account executives to ensure media campaigns deliver impact and client objectives are met. Assist with new business development and renewal business for Austin.
Previous employer(s), Positions, and Dates	<p>TradeMark Media, Project Manager, October 2013 – March 2015</p> <p>The Institute for Inclusive Security, Research & Writing Consultant (June – Oct. 2013), Program Associate & Researcher (Aug. 2010 – June 2013)</p> <p>National Democratic Institute for International Affairs, Project Assistant, Jan. – July 2010</p> <p>Maggio & Kattar, P.C., Immigration Paralegal, Sept. 2006 – Nov. 2007</p>
Personal experience	Dedicated account/project manager with exceptional organizational, customer service, and relationship management skills. Strong educational and professional background in public policy and government affairs.

	<p>Incite, Account Services Manager</p> <ul style="list-style-type: none">• Help develop, implement, and monitor communication and marketing plans.• Oversee projects from pre-sale to end-of-campaign to ensure campaigns are implemented according to timeline, budget, and goals.• Serve as liaison between account executives, clients, and internal staff to ensure campaign success and impact.• Help manage partnerships with existing healthcare and City of Austin clients, including Kinsa Health, Seton Healthcare Family, Sendero, COA Health and Human Services Department, COA Resource Recovery, and the COA Mayor's Office. <p>TradeMark Media, Project Manager</p> <ul style="list-style-type: none">• Determined project requirements, evaluated staff resources, and assigned appropriate staff members to accomplish project goals.• Managed production schedules of 13 staff to successfully execute web design and development projects.• Liaised with production team and clients to ensure projects were carried out within budget, timeline, and scope.• Hired and managed subcontractors.• Oversaw and stewarded production of marketing materials. <p>The Institute for Inclusive Security, Program Associate and Researcher</p> <ul style="list-style-type: none">• Conducted policy research (included identifying key target audiences and profiles) and developed advocacy messages and campaigns to educate and motivate policymakers to take action.• Developed, implemented, monitored, and reported on a 3-year grant project.• Managed a coalition of 25 non-profit leaders by serving as main point of contact, mediating relationships, and maintaining communication between participants.
--	---

Name of Person:	Sarah Harris
Office Location	Austin, Texas
Educational Degree (s): include college or university, major, and dates	<p>Bachelor of Science, Telecommunications Butler University, 1998</p> <p>MA Philanthropic Studies Indiana University, 2005</p> <p>MPA Nonprofit Management Indiana University, 2005</p>
# of years' experience in area of service proposed to provide:	<p><i>13 Years Total</i></p> <p>Thirteen years' experience in crafting and implementing public education marketing campaigns across a variety of media platforms</p> <ul style="list-style-type: none"> • 13 years of designing effective behavior change / public education campaigns • 9 years leading multi-market teams in response to city, county and state government client needs • More than 10 years in crafting and implementing client specific research, analyzing and putting results into practice in effective campaigns
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships	Employee, 13 years
Describe this person's responsibilities over the past 12 months.	<p>VP / Founder, Incite</p> <p>Lead the development and growth of Incite within Emmis Communications</p>
Previous employer(s), Positions, and Dates	<p>Education Television Cooperative, Program Director, 2000 – 2002</p> <p>WRTV (ABC-TV affiliate), Graphics Operator, 1999 – 2001</p>
Personal Experience	<p>More than a decade of experience designing public education campaigns with local, city, and state governments – MO, IN, TX, CA and NY</p> <ul style="list-style-type: none"> • Leads marketing and media efforts, campaign development and creative direction for a variety of

	<p>government, nonprofit and corporate citizenship public awareness campaigns nationwide.</p> <ul style="list-style-type: none">• Market research lead for a variety of public programs, including the California Deaf and Disabled Telecommunications Program. Responsible for designing, implementing and assessing campaign effectiveness measures, media impact tools, cost efficiency, project outcomes, and customer satisfaction surveys.• Designed internal focus groups for Indianapolis Marion County Police Department; led the analysis response and recommendations for internal police force branding and culture project• Served as the lead Project Director on the statewide Friedman Foundation for Educational Choice advocacy campaign that resulted in six pieces of legislation being passed into law in Indiana.• Message testing to gather target audience reaction and feedback on creative and media platforms for various public health campaigns• Designed numerous public facing opinion surveys ranging from young Latino input on healthcare reform in Southern California; to capturing entertainment and volunteer preferences, to target audience response to sample creative messaging for STD campaign, to causes various populations support, to self-reported healthy behavior changes and more.<ul style="list-style-type: none">○ Survey methods have included: email, web-based, in-person, mobile, public forums; analysis of secondary research
--	--

Name of Person:	Jeremy Smith
Office Location	Indianapolis, IN
Educational Degree (s)	Bachelor of Science – Kinesiology Indiana University, Bloomington Degree: 2002
# of years' experience in area of service proposed to provide:	<p><i>10 Years Total</i></p> <ul style="list-style-type: none"> • 10 Years Traditional Media Planning & Placement • 9 Years Digital / Social Marketing Expertise • 9 Years Creative Services Expertise • 8 Years Health Marketing Expertise
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 8 Years
Describe this person's responsibilities over the past 12 months.	Oversee national new business development and renewal business for Incite. Lead national health marketing partner and client development, marketing strategy services, and marketing/outreach campaign fulfillment in key markets including New York City, Los Angeles, and Austin.
Previous employer(s), Positions, and Dates	<p>Indiana University Sports Properties, Sports Marketing Executive, 2008-2009</p> <p>Emmis Communications, Senior Account Manager, ESPN 1070 The Fan, 2006-2008</p> <p>National Collegiate Athletic Association, Creative Services & Branding Consultant, 2005-2006</p> <p>Riley Children's Foundation, Corporate Giving Officer, 2003-2005</p>
Personal experience	<p>Extensive experience crafting and executing behavior change marketing campaigns for health, education, and community impact clients across multiple markets including New York City, Los Angeles, St. Louis, Indianapolis, and Austin. Particular expertise in the health marketing sector engineering media and grassroots marketing campaigns for:</p> <ul style="list-style-type: none"> • Indiana University Health (Indiana)

	<ul style="list-style-type: none">• NYC Department of Health & Mental Hygiene (New York City)• AIDS Healthcare Foundation (Los Angeles & New York City)• MTV/Kaiser Family Foundation – Get Yourself Tested Sexual Health Initiative (Los Angeles, New York City, Chicago)• Central Health (Austin)• Sendero Health Plans (Austin)
--	--

Name of Person:	Gary Weaver
Office Location	Austin, TX
Educational Degree (s)	B.A. – Advertising University of Central Oklahoma Degree: 1998
# of years’ experience in area of service proposed to provide:	<i>20 Years Total</i> More than 20 years of radio promotions and marketing experience.
Describe person’s relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 8 years
Describe this person’s responsibilities over the past 12 months.	Lead the Emmis Austin Radio Marketing & Promotions team in creating, developing, and executing campaigns, strategies, and events to achieve brand, audience, and client objectives.
Previous employer(s), positions, and Dates	iHeartMedia, Promotions Coordinator, 1995 – 1997 iHeartMedia, Promotions Director / Director of Integrated, Marketing , 1998 – 2008
Personal experience	<p>Well-recognized marketing leader who brings innovative ideas to clients that in turn provide them with strong ROI.</p> <p>Emmis Partnership with SXSW:</p> <ul style="list-style-type: none"> • Developed communication and marketing plan • Oversaw project management • Placed paid media on radio stations, digital properties, and social media platforms • Assisted with creation of paid media and event outreach messaging • Coordinated earned media • Assisted with campaign objectives including outcome evaluation <p>Result: Strengthening of a 20+ year partnership with the conference resulting in better integration with station brand strategies, increased revenue opportunities, and higher volume of marketing goals with our clients achieved.</p>

	<p>Emmis Partnership with Austin City Limits Music Festival:</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Oversaw project management• Placed paid media on radio stations and digital properties• Assisted with creation of paid media messaging• Coordinated earned media• Assisted with campaign objectives including outcome evaluation <p>KGSR's Blues on the Green:</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Oversaw project management• Placed paid media on radio stations• Assisted with creation of paid media messaging• Coordinated earned media• Assisted with campaign objectives including outcome evaluation
--	---

Name of Person:	Rachel Lepera
Office Location	Austin, TX
Educational Degree (s)	Bachelor of Arts – Music / Minor – Business Administration Florida State University Degree: 2007
# of years' experience in area of service proposed to provide:	<i>8 Years Total</i> 8+ years of program/event management and execution, developing integrated marketing solutions, and creating sponsorship opportunities for events and programming elements
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships	Employee, 8+ years
Describe this person's responsibilities over the past 12 months.	Create sponsorship opportunities, develop customized activation plans, design integrated marketing solutions for client marketing objectives.
Previous employer(s), positions, and Dates	Emmis Communications, Integrated Marketing Manager, April 2015 – current Emmis Communications, Events & Project Manager, August 2008 – April 2015 Modern Moments Event Planning, Wedding Coordinator, April 2013 – current Emmis Communications, Digital Sales Coordinator, April 2008-August 2008 Emmis Communications, Promotions Coordinator, June 2007-April 2008 iHeart Radio, Promotions Coordinator, August 2006-June 2007
Personal experience	Blues on the Green Sponsorship, Event Organizer + Director <ul style="list-style-type: none"> Develop integrated marketing and activation plan utilizing a Seton Comfort Zone at KGSR's Blues on the

	<p>Green event</p> <ul style="list-style-type: none">• Oversee management of on-site engagement• Assist with creative for on-site signage collateral <p>CHIP & Children's Medicaid, Engagement Team Manager</p> <ul style="list-style-type: none">• Recruited, hired, trained, and deployed one traveling Street Team (8 people) for two health fair events in Houston, TX and Dallas, TX• Developed informational handouts, agendas, site maps, info sheets, and timelines• Design of booth layout and signage placement• Turnkey coordination and execution of all booth activities – face painter, roaming mascot, coloring sheets & puzzles, register to win, branded backpack and toothbrush giveaways• Compiled data, photos, and prepared recap materials
--	--

Name of Person:	Brandon Chezbro
Office Location	Austin, TX
Educational Degree (s)	Bachelor of Science – Business Administration (Management) San Diego State University Degree: 2010
# of years' experience in area of service proposed to provide:	<i>5 Years Total</i> Five years of strategic planning, account management, media planning and outreach/event planning and execution
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 5 years
Describe this person's responsibilities over the past 12 months.	Engage in new business development and renewal business for Emmis Austin Radio and Digital. Develop media strategy, campaign design and ensure client objectives are achieved as a result of campaigns.
Previous employer(s), Positions, and Dates	Clear Channel Communications, Radio Sales Intern, 2010 White Door Entertainment, Sole Proprietor, 2008-2010 Midwest Television Company, Promotions Assistant , 2007
Personal experience	<p>Marketing consultant who builds custom campaigns incorporating radio, digital and events which bring clients immediate ROI.</p> <p>COA Health and Human Services “SmokefreeTXT”: Program designed in partnership with the City of Austin to help increase text registrants for SmokefreeTXT initiative.</p> <ul style="list-style-type: none"> • Developed communication and marketing plan • Oversaw project management • Placed paid media on radio stations • Assisted with creation of paid media messaging • Coordinated earned media • Assisted with campaign objectives including outcome evaluation <p>Result: Double the normal rate of monthly text registrants compared to previous paid media strategies.</p>

	<p>Habitat for Humanity: Found qualified candidates to purchase the remaining homes in the Westgate Grove community.</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Oversaw project management• Created copy for the radio commercials• Placed paid media on radio station <p>Austin Resource Recovery: Raise public awareness about—and motivate Austinites to participate in—the city’s “In the Bin for the Win” district recycling competition.</p> <ul style="list-style-type: none">• Assisted in developing the marketing plan on KLBJ-FM• Placed paid media on radio station• Assisted with creation of paid media messaging and DJ endorsement messaging• Assisted in the coordination of earned media
--	---

Name of Person:	Nikki Watkins
Office Location	Austin, TX
Educational Degree (s)	Associate of Science – Business Administration McHenry County College Degree: 2000
# of years' experience in area of service proposed to provide:	<i>7 Years Total</i>
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 7 years
Describe this person's responsibilities over the past 12 months.	Responsible for office management, billing, and financial reporting.
Previous employer(s), Positions, and Dates	Emmis Communications, Assistant Controller, 2013 - 2016 Emmis Communications, AR Clerk/Coordinator, 2009 - 2013
Personal experience	Emmis Communications, Assistant Controller <ul style="list-style-type: none"> • Prepare budgets and financial reports • Help manage and oversee company operations • Help manage operational data and maintain data accuracy • Conduct account reconciliations and analysis • Compile monthly and yearly closings • Oversee billing and invoicing systems

TAB 8 - PRICE PROPOSAL

Incite will work to ensure the highest level of cost effectiveness throughout the implementation of the campaign. We have organized our cost structure to reflect fees for services. The chart below depicts estimated hours, by service type, we anticipate the campaign will require.

The estimated campaign budget is based on the highest proposed investment, as noted in the RFP, to demonstrate the full scope of how HHSD's budget can be utilized in the campaign. Our rates for services will remain in place for HHSD each year, and any other projects that arise will be billed at the hourly rates listed below. Hours for services are estimates which could vary after planning meetings commence.

Incite has no exceptions or proposed changes to this proposal.

Incite fully understands that our proposal is valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.

We look forward to working with HHSD to refine and finalize these budgets.

City of Austin MHJ0108			
Marketing Plan & Project Management	Rate	Hours	Total
Outreach Strategy and Marketing Plan	125	20	2,500
Project Management	100	135	13,500
Financial Management and Reporting	75	30	2,250
Subtotal			18,250
Events and Outreach			
Street Team Labor	40	216	8,640
Quality Control	60	27	1,620
"Quit to Win" Prizing	250	3	750
Training	40	8	320
Subtotal			11,330
TOTAL			\$ 29,580