



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 8, 2017

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

Dear Mr. Sahl:

The City of Austin approved the execution of a contract with your company for Air Quality Program Marketing Campaign services in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation Department
Department Contact Person:	Cari Buetow
Department Contact Email Address:	Cari.Buetow@austintexas.gov
Department Contact Telephone:	(512) 974-6368
Project Name:	Air Quality Program Marketing Campaign
Contractor Name:	Incite
Contract Number:	MA 2400 NA170000150
Contract Period:	5/8/2017 – 5/7/2018
Dollar Amount:	\$50,000.00
Extension Options:	N/A
Requisition Number:	2400 - 17030600327
Solicitation Number:	JRD0411

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,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
EMMIS AUSTIN RADIO BROADCASTING COMPANY, LP DBA INCITE ("CONTRACTOR")
FOR
AIR QUALITY PROGRAM MARKETING CAMPAIGN
CONTRACT NUMBER: MA 2400 NA170000150**

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, LP dba Incite having offices at 8309 North IH 35, 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 Request for Quote JRD0411.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Quotation (RFQ), RFQ JRD0411 Air Quality Program Marketing Campaign including all documents incorporated by reference
- 1.1.3 Emmis Austin Radio Broadcasting Company, LP dba Incite Offer, dated 3/27/2017, including subsequent clarification email sent on 4/28/2017.

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 Document
- 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. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$50,000 for the initial Contract term.

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 The Contractor shall present a list of radio stations, social media outlets, digital media outlets and other media to the Contract Manager or designee for approval prior to the purchasing of the advertising media. The list shall include radio stations, social media and digital media outlets outside the list of Emmis stations as requested by the City.

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, LP DBA INCITE

CITY OF AUSTIN

Daniel Sahl

Printed Name of Authorized Person

Jonathan Dalchau

Printed Name of Authorized Person

[Signature]

Signature

[Signature]

Signature

Director of Incite

Title:

Procurement Specialist IV

Title:

5/8/17

Date:

5/8/2017

Date:



**ADDENDUM
REQUEST FOR QUOTE
AIR QUALITY PROGRAM MARKETING CAMPAIGN
CITY OF AUSTIN, TEXAS**

RFQ: 2400 JRD0411

Addendum No: 1

Date of Addendum: March 17, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Section 0600 indicates that a hard copy and flash drive should be submitted with the proposal, is that the case?

(A1) Section 0600 has been updated to allow for email submittal. If you choose to submit a paper version of your proposal, an included flash drive with a scanned copy of your proposal is desired.

(Q2) Can companies from outside the USA respond? Will we be required to travel to the USA for meetings?

(A2) There are no regional restrictions on this contract. Meetings located in the Austin area are expected.

2.0 Clarifications: Replace Section 0600 – Proposal Preparation Instructions with Section 0600 - Proposal Preparation Instructions – UPDATED 03172017.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/17/2017
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.**



**ADDENDUM
REQUEST FOR QUOTE
AIR QUALITY PROGRAM MARKETING CAMPAIGN
CITY OF AUSTIN, TEXAS**

RFQ: 2400 JRD0411

Addendum No: 2

Date of Addendum: March 21, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Does the \$50,000.00 budget include media buys or is there a different budget set for them? If not, could you share with us what percentage of this budget the City expects to be utilized for media buys?

(A1) The vendor will be expected to budget and pay for the advertisement costs out of the contracted \$50,000. The City is expecting 75% of the budget to be used for media buys.

(Q2) Would you expect the media outlets to bill directly to the City of Austin or to the contractor? If the latter, could the city expedite the transfer of funds for the approved media buying budget?

(A2) The media outlets will bill the contractor. The City's payment process for provided services are within 30 calendar days with submittals of the proper invoice documents as outlined in Section 0300 - Standard Purchase Terms and Conditions, Paragraph 13.

(Q3) Could you please explain what "City operations" means in this sentence in the BACKGROUND section of the Scope of Work: "The program addresses the impact of City operations and actions on air quality and traffic congestion with outreach, policy, and educational resources to provide Austin residents a better quality of life."?

(A3) The Air Quality Program works internally with City departments (City operations) to help mitigate air pollution, such as, limiting City vehicle idling and externally (with community and regional partners) to encourage residents to take actions that will maintain the region's air quality.

(Q4) In order to provide you with the most accurate proposal, could you please share with us your definition of "targeted bullseye ads"??

(A4) It is targeted advertising that reaches specific groups of people where they are currently located. For example, while they are commuting or at special events.

(Q5) Could you please share with us the expected amount of Austin-Centric marketing materials to be developed, as a percentage of the overall creative/materials to be utilized? This would help us present you with a more accurate budget allocation.

(A5) The City expects a majority of the funding should go to media buys. We are expecting a minimal need for marketing materials to be created.

(Q6) Regarding the implementation (Section 4.2), could you please define which percentage of the budget would be acceptable to dedicate to the Asian community (Section 4.2.5.2) and which language(s) would the City be interested in utilizing for this (Chinese, Vietnamese, other)?

(A6) The City would approximate about 10% of the budget to Asian community outreach, with the preferred language being Vietnamese.



- (Q7) Regarding Section 4.2.6, about the use of advertising media, could you please confirm if the radio advertising goals (Section 4.2.6.1) would be measured for the entirety of the campaign, on a monthly or a weekly basis?
- (A7) The City is seeking 1.1 million unique listeners over the entirety of the campaign, but should be identified in monthly numbers in the quarterly and final reports.
- (Q8) Regarding Section 4.2.6, about the use of advertising media, could you please confirm if the web banner and sidebar advertising goals (Section 4.2.6.3) would be measured for the entirety of the campaign, on a monthly or a weekly basis?
- (A8) The City is seeking a minimum of 200,000 individual desktop impressions and a minimum of 30,000 individual mobile impressions over the entirety of the campaign, but should be identified in monthly numbers in the quarterly and final reports.
- (Q9) Regarding the quarterly progress reports (Scope of Work Section 4.3.1 and Proposal Format, Tab 5, section C.), does the City have a preferred report format they like to use? If so, we'd appreciate if you could share it with us so we can provide you with information in a way that you are already used to?
- (A9) The City does not have a specific format, and is open to suggestions based on the industries best business practices.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/21/2017
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



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

SOLICITATION NO: 2400 JRD0411

COMMODITY/SERVICE DESCRIPTION: Air Quality Program
Marketing Campaign

DATE ISSUED: March 14, 2017

REQUISITION NO.: 2400 17030600327

COMMODITY CODE: Insert Code
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

QUOTE DUE PRIOR TO: 5:00 PM (CDT), Tuesday, March 28,
2017

Primary Contact:

Jonathan Dalchau

Procurement Specialist IV

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:

E-MAIL: jonathan.dalchau@austintexas.gov

Fax : (512) 974-2388

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and submit if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and submit	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1
Attachment A	EXCEPTIONS FORM – Complete and submit	1

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or
Authorized Representative: _____

Title: _____

Signature of Officer or
Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. 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. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. 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 whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - 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 requested by the City
 - 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.

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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.

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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.
 - 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

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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.
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.

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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.
 - 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

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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

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

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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.
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.

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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 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.

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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
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

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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:

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

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

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

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFQ 2400 JRD0411**

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 jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

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

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- (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. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of twelve (12) months.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

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

5. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall be emailed or mailed to the below address:

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	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	BSDAPInvoices@austintexas.gov

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

6. RECYCLED PRODUCTS:

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

7. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

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- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
8. **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.
9. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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10. **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:

Cari Buetow

Phone: (512) 974-6368

Email: Cari.Buetow@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
AIR QUALITY PROGRAM MARKETING CAMPAIGN
SOLICITATION NO.: RFQ 2400 JRD0411**

1. PURPOSE

The City of Austin (City) is seeking a qualified Contractor to develop and implement a marketing campaign focused on increasing the willingness of the general public to take actions to reduce ground-level ozone forming emissions. The Contract will be utilized by the Austin Transportation Department.

The desire is to develop a marketing campaign to implement during the ozone season that occurs during the months of March to October. The budget allocated for this project shall not exceed \$50,000.

2. BACKGROUND

The City is a member of the Clean Air Coalition, and a partner in the regional [Ozone Advance Program Action Plan](#). The goal of the Air Quality Program is to promote healthy outdoor air for all residents by alerting residents of what they can do to reduce ozone forming emissions. The program addresses the impact of City operations and actions on air quality and traffic congestion with outreach, policy, and educational resources to provide Austin residents a better quality of life. The program also has a commitment to regional air quality program outreach and education.

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

- 3.1 Have a minimum of three (3) years of prior experience in developing and implementing marketing campaigns.
- 3.2 Have completed a minimum of three (3) projects that are similar in scope and complexity to the program described herein.

4. CONTRACTOR RESPONSIBILITIES

4.1 Program Development

The Contractor shall:

- 4.1.1 Use existing regional and national creative to encourage residents to take the following actions:
 - 4.1.1.1 Drive Less – Examples are to: use transit; vanpool; carpool; bicycle; walk; telework; work a compressed work week; flex schedule; encourage kids to take school buses to school or to bike/walk to school; plan to string trips together; teleconference or videoconference when possible.
 - 4.1.1.2 Drive Clean – Examples are to: avoid high-emission driving practices; buy and use cleaner vehicles; limit vehicle idling; maintain your vehicle; buy cleaner gasoline; report smoking vehicles.
 - 4.1.1.3 Conserve – Examples are to: purchase energy efficient appliances; properly weatherize you home; avoid using air conditioning when possible; plant trees to increase shade cover and reduce the need for cooling; install a cool roof; install rooftop solar panels; reduce the temperature of the water heater; reduce water consumption.
- 4.1.2 Develop new Austin-centric marketing materials that carry the tagline “Be Air Aware”, with prior approval by the Contract Manager or designee.
 - 4.1.2.1 Contractor developed marketing materials created as a part of the final advertising campaign shall become the property of the City to use in other marketing campaigns.

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SCOPE OF WORK
AIR QUALITY PROGRAM MARKETING CAMPAIGN
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4.2 Implementation

The Contractor shall:

- 4.2.1 Source and use a broad range of outlets to connect with people, such as, radio, social media, web banners and tile ads, targeted bullseye ads, digital mobile, and television.
- 4.2.2 Have a particular emphasis when ozone forming emissions are typically at their highest.
 - 4.2.2.1 High ozone levels most frequently occur from mid-May to late June and from mid-August to early October.
 - 4.2.2.2 High ozone level occur least frequently on Sundays, and most frequently on Fridays and Saturdays.
- 4.2.3 Meet with the Contract Manager and Air Quality Program staff, within ten (10) days of contract award, to discuss background information and materials to be used for the development of a marketing campaign schedule.
- 4.2.4 Develop a marketing campaign that shall focus on the following monthly themes:

Month	Theme
May 2017	Drive Less: Bicycle/Walk (Bike Month)
June 2017	Drive Less: Rideshare (Vanpool/Carpool)
July 2017	Drive Less: Transit
August 2017	Drive Clean: Refueling/Vehicle Maintenance/Trip Chaining
September 2017	Back to School/ Anti-Idling
October 2017	Healthy Commute

- 4.2.5 Target the following audience:
 - 4.2.5.1 Individuals who are 18 years or older that live in Austin or commute into Austin during peak travel times, which are Monday through Friday mornings from 7:00 AM to 9:00 AM and evenings from 4:00 PM – 6:00 PM.
 - 4.2.5.2 Residents that are fluent in English, Spanish, or both. Reaching the Asian community is desirable as well.
- 4.2.6 Use the following advertising media:
 - 4.2.6.1 Radio advertising, with a target of reaching a minimum of 1.1 million unique listeners (adults 18+) at a frequency of 3.0.
 - 4.2.6.2 Social media advertising, with a target of reaching a minimum of 100,000 individual impressions per month.
 - 4.2.6.3 Web banner and sidebar advertising, with a target of reaching a minimum of 200,000 desktop individual impressions and a minimum of 30,000 individual mobile individual impressions.
 - 4.2.6.4 Incorporate the use other media if funding is available, such as targeted bullseye ads, digital mobile ads, television placements to name a few.

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SCOPE OF WORK
AIR QUALITY PROGRAM MARKETING CAMPAIGN
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- 4.2.7 Provide the marketing campaign schedule to the Contract Manager or designee 45 days prior to the marketing campaign's scheduled launch date for review and approval. Any changes to the schedule shall be mutually agreed to between the Contractor and City in writing prior to schedule implementation.
- 4.2.8 Successfully launch and carryout the approved marketing campaign schedule.
- 4.2.9 Provide all final marketing material files to the Contract Manager in electronic file formats that can be re-used in other city-wide and region-wide marketing efforts to the Contract Manager or designee 30 days after the marketing campaign's scheduled launch date, or at a time mutually agreed to between the Contractor and the Contract Manager.

4.3 Reporting

The Contractor shall:

- 4.3.1 Provide quarterly progress reports that include detailed information on the implementation of marketing campaign, including:
 - 4.3.1.1 Names and contact information for each media outlet contracted with; and
 - 4.3.1.2 Dates/times in the quarter that each media outlet delivered the air quality message.
- 4.3.2 Provide a final report thirty (30) days prior to the end of the contract term that includes:
 - 4.3.2.1 A summary of the effectiveness of the overall marketing campaign;
 - 4.3.2.2 Data on each advertising target and the effectiveness of each advertising tool used; and
 - 4.3.2.3 Recommendations for enhancements to future Air Quality Program marketing campaigns within the annual budget constraint.

5. CITY RESPONSIBILITIES

The City will:

- 5.1 Provide the Vendor with an outline of specific air quality messages related to the next month's theme to help inform the development of marketing materials.
- 5.2 Provide a main point of contact to the Contractor. Air Quality Program staff will be involved with specific projects to provide technical expertise, content development, editorial reviews, and design reviews as needed.

**CITY OF AUSTIN
SCOPE OF WORK
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6. DELIVERABLES/MILESTONES

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Initial Meeting	Discuss background information and materials to be used for the development of a marketing campaign schedule	Within 10 days of Contract award	100%	4.2.3
Marketing Campaign Schedule	Provide the marketing campaign schedule for review and approval	Within 45 days of Campaign start	98%	4.2.7
Marketing Material Files	Provide all final, approved marketing material files to the Contract Manager in electronic file	Within 30 days of approval	98%	4.2.9
Progress Reports	Provide quarterly progress reports with information on the marketing campaign	Quarterly	98%	4.3.1
Final Report	Provide report with the effectiveness of the marketing campaign, data, and effectiveness	30 days prior to contract expiration	100%	4.3.2

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: RFQ 2400 JRD0411**

1. PROPOSAL FORMAT:

The Offeror shall submit a copy of your proposal via email or fax. The proposal shall be signed by a recognized and binding method adapted by your company by a person authorized on behalf of the Offeror. Proposals shall be formatted on standard letter paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use breaks 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 to evaluate your Proposal.

Tab 1 – Executive Summary:

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 - Living Wages Contractor Certification
- F. Section 0835 - Non-Resident Bidder Provisions
- G. Addendums

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 – Professional Experience & Capabilities:

- A. Describe in detail and demonstrate a minimum of three (3) years' experience for each of the following:
 - (1) Your experience developing media messages and methods for distribution.
 - (2) Your experience marketing an air quality and/or transportation message.
 - (3) Your experience in making radio and television buys.
 - (4) Your experience using and/or buying social media to reach a broad and diverse audience.
 - (5) Your experience using and/or buying web banner and tile advertising to reach a broad and diverse audience.
 - (6) Your experience developing messages that are culturally sensitive, appropriate for low-literacy populations, and reach the Spanish and Asian-speaking communities.
 - (7) Your experience in securing free media and earned media coverage.
 - (8) Your experience leveraging use of in-kind or media matches.
- B. Identify the specific Project Manager and Graphic Designer who will be assigned to this work, as well as any other individuals who may be necessary to execute the projects described. Provide resumes for each team member, specifying each individual's relevant project experience.

Tab 5 – System Concept and Solution:

- A. Provide a description of the professional services to be used in carrying out the proposed service and accomplishment of deliverables.
- B. Provide a description of how the Contractor will measure the effectiveness of the marketing campaign, including, public awareness and attitudes concerning air quality.

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- C. Provide a detailed sample of the quarterly and final report forms, and a schedule of when deliverable reports will be provided (no more frequent than once a quarter).

Tab 6 – Quality of Graphic Design:

Provide at least three recent examples of similar design work. Examples of your firm's marketing design work may be referenced by providing the URL for specific pages on the company's web site.

Tab 7 – 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. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

- A. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
- (1) Manager, senior consultant, analyst, subcontractor, etc.
 - (2) Estimated hours for each category of personnel
 - (3) Rate applied for each category of personnel
 - (4) Total cost
- B. Travel expenses. 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.

- C. Total cost schedule.

Tab 8 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment A)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. 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.

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.

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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 shall 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 shall 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.

4. PROPOSAL PREPARATION COST:

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.

5. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. 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. Evaluation Factors: Maximum 100 points.

All Proposals will be evaluated based on the following criteria and rankings.

- | | |
|---|------------------|
| 1. Professional Experience & Capabilities: | 30 points |
| 2. System Concept and Solution: | 20 points |
| 3. Quality of Graphic Design: | 20 points |
| 4. Price Proposal: | 20 points |
| 5. Local Business Presence: | 10 points |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer 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. 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.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

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Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

6. **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” Proposals as a result, and to make award recommendations on that basis.

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
Section 0805
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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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: _____

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____



City of Austin, Texas
Purchasing Office
Transportation Department Air Quality Program
Request for Quotation: JRD0411

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

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TAB 1 - EXECUTIVE SUMMARY

Air quality is significantly linked to a city's health, economy, and environment. According to the World Health Organization, pollution can cause "a variety of health concerns, ranging from short-term irritation to serious diseases or even death. Pollutants cause inflamed airways, eye irritation, and damage to the respiratory tract. Over time, exposure to poor air quality can lead to reduced lung function and breathing problems, as well as lung cancer or cardiovascular disease. Air pollution has a staggering impact on life expectancy and mortality rates."¹ Globally, poor air quality poses a serious threat to public health.

In Austin, many factors impact air quality, most notably industrial facilities and automobiles. Ground-level ozone is of primary concern, and the most significant contributor to harmful ozone pollution is vehicle emissions from cars and trucks. Data confirms that vehicles account for nearly 50% of ozone-forming emissions released within Central Texas.² In fact, the American Lung Association's 2016 *State of the Air* report gave Travis County an "F" for 'high-ozone days'—dropping from a "D" given in 2015.³

In addition to negatively impacting air quality, traffic congestion is also a major quality-of-life issue for Austin residents. A recent transportation report "identified the 5-mile stretch of Interstate 35 from Ben White Boulevard to Martin Luther King Boulevard as...No. 24 on the country's list of the 356 most congested roads."⁴ Traffic is consistently identified as [one of the] "biggest threats to Austin's continued economic boom."⁵ With Austin's skyrocketing population growth, traffic congestion will continue to critically impact our city's air quality, economic viability, and overall health.

While pollution must be addressed at the policy level, behavior change is required at the individual level to improve both traffic *and* air quality. Not only is there a need to educate Austin to "Be Air Aware," we must also encourage and motivate residents to reduce their emissions and promote cleaner air for all.

Through the Air Quality Program, the City of Austin recognizes the critical nature of 'promoting healthy outdoor air for all residents by alerting residents of what they can do to reduce ozone forming emissions,' and Incite—a social impact marketing firm committed to using media to *Engage People, Inspire Belief, and Incite Action*—is specifically experienced and uniquely qualified to:

1. Design new and deploy existing creative resources and messaging encouraging residents to:
 - a. Drive Less
 - b. Drive Clean
 - c. Conserve
2. Inspire target audiences to adopt air-friendly actions and lifestyles through strategic media planning and deployment of marketing campaign messages through:
 - a. Radio
 - b. Print
 - c. Digital Solutions
 - d. Social Media
3. Track campaign effectiveness via effective goal setting, real-time engagement monitoring and optimization, and detailed reporting.

¹ <http://www.livestrong.com/article/125073-health-effects-poor-air-quality/>

² <http://austintexas.gov/airquality>

³ <http://kxan.com/blog/2015/04/29/austins-state-of-the-air-report-from-the-american-lung-association/>; <http://www.lung.org/our-initiatives/healthy-air/sota/city-rankings/states/texas/>

⁴ <http://www.bizjournals.com/austin/news/2016/03/16/economic-development-spurs-worse-traffic-in-austin.html>

⁵ <http://www.bizjournals.com/austin/news/2016/03/16/economic-development-spurs-worse-traffic-in-austin.html>

Incite recognizes that lifestyle choices are personal decisions often made as a result of social and environmental factors and influences. Additionally, we understand a root cause of air quality issues is the ability for people to understand basic air quality information and alternative transportation options.

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 and media platforms, and the ways to most effectively use media-driven outreach and engagement tactics 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 media tools and culturally-relevant celebrity influencers.

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 Transportation Department's Air Quality Program, Incite will leverage more than a decade of experience working with government entities to accomplish health and air quality awareness campaigns. Our expertise is the result of lessons learned while driving positive outcomes on behalf of clients like the:

- City of Austin Health and Human Services Department
- City of Austin Transportation Department – Air Quality Program
- Air Check Texas – Drive A Clean Machine
- Capital Area Council of Governments (CAPCOG) – Air Central Texas

This experience helps Incite understand 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 adoption of Air Quality Program recommendations, Incite will implement our proven behavior change marketing strategy supported by our three pillars of engagement:

- **Local Leads:** Incite is an expert using targeted, local media (including radio, print, digital, social media, and mobile) to speak directly to ethnically-diverse, low-income audiences.
- **Influencers Inspire:** Incite utilizes trusted local celebrity endorsers to champion social marketing messages – culturally connecting with and inspiring diverse, hard-to-reach audiences.
- **Multimedia Motivates:** Incite references current media consumption data to deploy the most effective media and outreach tactics designed to engage the campaign's precise target audiences.

Driven by our behavior change marketing strategy, Incite will leverage the relationship local celebrity influencers have with their existing, trusted audience members to spark desired campaign actions and outcomes. Those influencers will be the voice of inspiring radio commercials combined with dynamic digital, social, and mobile messages to link key audiences to Air Quality Program resources.

We, and our ready and willing local influencers, are eager to continue our work with the City of Austin Transportation Department to positively affect the health of our central Texas neighbors and communities. As such, Incite is pleased to respond to the City of Austin Transportation Department Air Quality Program Request for Quotation JRD0411.

We look forward to engaging in this process and partnering to create a cleaner, healthier Austin.

TAB 2 – CITY OF AUSTIN PURCHASING DOCUMENTS

A. Offer and Award Sheet

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

Company Name: 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 of Incite & Digital Sales

Signature of Officer or Authorized Representative: 

Date: 3/27/2017

Email Address: dsahl@inciteimpact.com

Phone Number: 512.832.4092

*** Completed Bid Sheet, Section 0600 must be submitted with this Offer Sheet to be considered for award.**

B. Section 0605

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

C. Section 0700

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name: Incite

1. Company's Name City of Austin Health and Human Services Department
Name and Title of Contact Ashley LeMaistre, Program Coordinator, Chronic Disease & Injury Prevention Program
Present Address 15 Waller St
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 972-6464 Fax Number (_____)_____
Email Address Ashley.LeMaistre@austintexas.gov

2. Company's Name Capital Area Council of Governments
Name and Title of Contact Andrew Hoekzema, Air Quality Program Manager
Present Address 6800 Burleson Road, Bldg 310, Suite 165
City, State, Zip Code Austin, TX 78744
Telephone Number (512) 916-6043 Fax Number (512) 916-6001
Email Address ahoekzema@capcog.org

3. Company's Name Travis County, TNR
Name and Title of Contact Adele Noel, Air Quality Project Manager
Present Address 700 Lavaca Street Suite 700
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 854 7211 Fax Number _____
Email Address Adele.Noel@traviscountytexas.gov

D. Section 0800-Non-Discrimination and Non-Retaliation Certificate

City of Austin, Texas Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex, or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state, and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge, or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed, or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy.

Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR THIS NONDISCRIMINATION AND NON RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NONDISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force, and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of March, 2017.

CONTRACTOR: Intite

Authorized Signature:

Title: Director of Incite and Digital Sales

E. Section 0815 – Living Wages Contractor Certification

Company Name: Incite

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
Daniel Sahl	Director of Incite and Digital Sales
Sarah Chatellier	Incite Account Services Manager
Kathy Good	Account Executive, Emmis Austin
Alison Thiemer	Account Executive, Emmis Austin
Grace Svoboda	Graphic Designer, Emmis Austin
Nikki Watkins	Assistant Controller, Emmis Austin

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision. A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

F. 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 id 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

G. Addendums



**ADDENDUM
REQUEST FOR QUOTE
AIR QUALITY PROGRAM MARKETING CAMPAIGN
CITY OF AUSTIN, TEXAS**

RFQ: 2400 JRD0411

Addendum No: 1

Date of Addendum: March 17, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Section 0600 indicates that a hard copy and flash drive should be submitted with the proposal, is that the case?

(A1) Section 0600 has been updated to allow for email submittal. If you choose to submit a paper version of your proposal, an included flash drive with a scanned copy of your proposal is desired.

(Q2) Can companies from outside the USA respond? Will we be required to travel to the USA for meetings?

(A2) There are no regional restrictions on this contract. Meetings located in the Austin area are expected.

2.0 Clarifications: Replace Section 0600 – Proposal Preparation Instructions with **Section 0600 - Proposal Preparation Instructions – UPDATED 03172017**.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dakchau, Senior Buyer Specialist
Purchasing Office

3/17/2017
Date

ACKNOWLEDGED BY:


Vendor Name


Authorized Signature

3/28/17
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
REQUEST FOR QUOTE
AIR QUALITY PROGRAM MARKETING CAMPAIGN
CITY OF AUSTIN, TEXAS**

RFQ: 2400 JRD0411

Addendum No: 2

Date of Addendum: March 21, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Does the \$50,000.00 budget include media buys or is there a different budget set for them? If not, could you share with us what percentage of this budget the City expects to be utilized for media buys?

(A1) The vendor will be expected to budget and pay for the advertisement costs out of the contracted \$50,000. The City is expecting 75% of the budget to be used for media buys.

(Q2) Would you expect the media outlets to bill directly to the City of Austin or to the contractor? If the latter, could the city expedite the transfer of funds for the approved media buying budget?

(A2) The media outlets will bill the contractor. The City's payment process for provided services are within 30 calendar days with submittals of the proper invoice documents as outlined in Section 0300 - Standard Purchase Terms and Conditions, Paragraph 13.

(Q3) Could you please explain what "City operations" means in this sentence in the BACKGROUND section of the Scope of Work: "The program addresses the impact of City operations and actions on air quality and traffic congestion with outreach, policy, and educational resources to provide Austin residents a better quality of life."?

(A3) The Air Quality Program works internally with City departments (City operations) to help mitigate air pollution, such as, limiting City vehicle idling and externally (with community and regional partners) to encourage residents to take actions that will maintain the region's air quality.

(Q4) In order to provide you with the most accurate proposal, could you please share with us your definition of "targeted bullseye ads"??

(A4) It is targeted advertising that reaches specific groups of people where they are currently located. For example, while they are commuting or at special events.

(Q5) Could you please share with us the expected amount of Austin-Centric marketing materials to be developed, as a percentage of the overall creative/materials to be utilized? This would help us present you with a more accurate budget allocation.

(A5) The City expects a majority of the funding should go to media buys. We are expecting a minimal need for marketing materials to be created.

(Q6) Regarding the implementation (Section 4.2), could you please define which percentage of the budget would be acceptable to dedicate to the Asian community (Section 4.2.5.2) and which language(s) would the City be interested in utilizing for this (Chinese, Vietnamese, other)?

(A6) The City would approximate about 10% of the budget to Asian community outreach, with the preferred language being Vietnamese.



(Q7) Regarding Section 4.2.6, about the use of advertising media, could you please confirm if the radio advertising goals (Section 4.2.6.1) would be measured for the entirety of the campaign, on a monthly or a weekly basis?

(A7) The City is seeking 1.1 million unique listeners over the entirety of the campaign, but should be identified in monthly numbers in the quarterly and final reports.

(Q8) Regarding Section 4.2.6, about the use of advertising media, could you please confirm if the web banner and sidebar advertising goals (Section 4.2.6.3) would be measured for the entirety of the campaign, on a monthly or a weekly basis?

(A8) The City is seeking a minimum of 200,000 individual desktop impressions and a minimum of 30,000 individual mobile impressions over the entirety of the campaign, but should be identified in monthly numbers in the quarterly and final reports.

(Q9) Regarding the quarterly progress reports (Scope of Work Section 4.3.1 and Proposal Format, Tab 5, section C.), does the City have a preferred report format they like to use? If so, we'd appreciate if you could share it with us so we can provide you with information in a way that you are already used to?

(A9) The City does not have a specific format, and is open to suggestions based on the industries best business practices.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/21/2017
Date

ACKNOWLEDGED BY:

Incite
Vendor Name


Authorized Signature

3/28/17
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
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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 – PROFESSIONAL EXPERIENCE

Launched within Emmis Communications in 2001, Incite is a full-service cause and social impact 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.

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. Because of our deep roots within media, digital, and local marketing, Incite is 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 residents and the city of Austin.

Additionally, Incite has over a decade of experience working with government entities to accomplish public awareness campaigns and community activation goals. We specialize in 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.

This experience ensures that our team and the materials and collateral we produce to engage each of our key audiences will be targeted, culturally relevant, and effective in connecting with people within the context of their daily lives to ultimately influence individual and collective action.

THE INCITE DIFFERENCE



The Incite team collectively represents a group of dedicated campaign strategists, creative and media experts, and competent account managers – all focusing their knowledge and energy towards crafting relevant, influential outreach campaigns that change lives and communities. We are grounded in principles that direct positive thinking and attitudes that allow us to structure effective behavior change marketing campaigns.

We operate with a people-centered philosophy:

- We have a history of success crafting effective public education campaigns.
- We draw on years of direct client work with government entities, in Austin and across the country.
- We are passionate, collaborative change makers.

Emmis created Incite for the specific purpose of effectively executing the marketing and public education needs of clients like the City of Austin. Incite's previous work with government entities, community-based organizations, and nonprofits will inform campaign direction and target audience interactions. Our firm—built on the ethos “Engage People. Inspire Belief. Incite Action.”—is focused on delivering measured results for our clients and effectively transforming lives and communities for the better.

A. EXAMPLES OF PROFESSIONAL EXPERIENCE AND CAPABILITIES

In addition to demonstrating our government marketing expertise, the experience captured in the following case studies details success driven for relevant clients in the public health, conservation, and air quality marketing spaces.

- City of Austin Health and Human Services Department
- City of Austin Transportation Department – Air Quality Program
- Air Check Texas – Drive A Clean Machine
- Capital Area Council of Governments (CAPCOG) – Air Central Texas
- AHC’s Coalition for Asian Substance Abuse Prevention (CASAP)
- Lower River Colorado Authority (LCRA)

These case studies not only demonstrate Incite’s relevant expertise and experience developing public outreach marketing campaigns for government clients in the healthcare, transportation, and air quality spheres, but also our breadth of experience with your required capabilities for this RFQ:

- 1) Developing media messages and methods for distribution
- 2) Marketing an air quality and/or transportation message
- 3) Making radio and/or television buys
- 4) Using and/or buying social media to reach a broad and diverse audience
- 5) Using and/or buying web banner and tile advertising to reach a broad and diverse audience
- 6) Developing messages that are culturally sensitive, appropriate for low-literacy populations, and reach Spanish and Asian-speaking communities
- 7) Securing free media and earned media coverage
- 8) Leveraging use of in-kind or media matches

At the end of each case study, we have referenced the specific capabilities that are relevant to that campaign with the corresponding numbers from above.

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. The tobacco initiative sought to reach adults ages 18-40 (specifically lower socio-economic men) to educate them about living tobacco-free and increase registrants for SmokefreeTXT, a mobile text messaging service designed to help people quit smoking. The chronic disease prevention initiative aimed to reach adults ages 35-54 (specifically lower socio-economic individuals, Hispanics, and African Americans) to educate them about the dangers of consuming sugar sweetened beverages and drive enrollment in the City's free diabetes classes. Finally, the healthy systems change campaign sought to encourage C-Suite and Human Resources professionals to submit applications for their businesses to become Mayor's Health & Fitness Council certified.

SOLUTION: Over a 12-month period, Incite deployed a multimedia campaign using radio, digital, social media, print, event sponsorships, and grassroots street team engagements to reach the City's diverse target audiences. In addition to developing all marketing materials and messaging in English and Spanish, Incite placed, purchased, monitored, and optimized all media elements for the campaign.

- Radio included live influencer endorsements and recorded commercials on a mixture of Emmis-owned and non-Emmis-owned stations;
- Digital tactics included placing desktop and mobile ads based on Audience and Topic targeting;
- Social media entailed placing paid Facebook and Twitter ads as well as promoting organic posts through HHSD's social media accounts;
- Print ads were purchased in *The Villager*, *El Mundo*, *Austin Business Journal*, and the *Austin Human Resources Management Association* newsletter;
- Grassroots engagement included sponsored and managed activation at 16 events in Austin, which also involved hiring and training a bilingual grassroots street team to interact with audiences; and
- Campaign reach was broadened through earned media (interview on Local Insights, Emmis's community affairs program) and leveraging in-kind spots through matching and streaming.

RESULTS: So far, all three campaigns have delivered a total of 25,121,623 impressions. While the tobacco campaign is still currently running, preliminary data indicates impressive results for the Chronic Disease and Systems Change campaigns. The media campaign drove 166 registrants in HHSD's Sugar-Sweetened Beverage informational TXT program, and 97 people to attend the City's free diabetes education classes—a 50% increase in attendance from the previous year. Additionally, 13 companies submitted help request forms to apply for Mayor's Health & Fitness Council certification. (SmokefreeTXT enrollment figures are TBD.)

Relevant professional experience met: 1, 3, 4, 5, 6, 7, and 8



CLIENT: City of Austin Transportation Department – Air Quality Program



CHALLENGE:

The City of Austin's Air Quality Program needed to educate Austin residents about their impact on Air Quality and encourage them to adopt small, easy-to-implement behavior changes to improve traffic congestion and conservation efforts. They were also looking to target audiences during the hottest months of the year (April-October), especially during rush hour driving windows.

SOLUTION:

Emmis Austin deployed an educational radio campaign targeting English- and Spanish-speaking adults 18+ using six of Emmis's relevant radio brands. Based on a monthly theme, Emmis drafted messaging that included education tips about different air quality issues with simple calls to action. Each month, Emmis rotated the creative to highlight another issue (totaling six months of themes, e.g. Drive Less: Bicycle/Walk, Drive Clean: Refueling/Vehicle Maintenance, Anti-Idling). Emmis drafted all scripts and produced the commercials (in both English and Spanish), placed the media, and reported back on all campaign impressions.

RESULTS:

Emmis ran 600 (:30s) commercials (300 paid; 300 1:1 match at no charge), reaching 926,200 Adults 18+ with a 2.7 Frequency and delivering 2,537,500 Gross Impressions. It also reached 101,700 Spanish Dominant Adults 18+ with a 2.5 Frequency and delivered 252,500 Gross Impressions among the Hispanic community. The total campaign delivered 300 more commercials, reached 33% more Adults, and delivered 58% more Gross Impressions than contracted.

Relevant professional experience met: 1, 2, 3, 6, and 8

Sample Scripts:

1. *Carpool karaoke, anyone? OK, OK - you don't have to sing, but sharing a ride is a great way to make driving in the heavy Austin traffic more enjoyable. Plus, it helps to keep the air clean and can save you money. Carpooling with just one other person can cut your daily commute costs in half. And if all drivers doubled up, it would cut traffic congestion and air pollution substantially. For more information visit Air Central Texas dot org.*
2. *There are three simple steps we can all do to reduce air pollution when it's so hot. First, refuel when it's cool. Pumping gas during the cooler parts of the day can prevent gas fumes from heating up and creating smog. Also, don't top off your gas tank, as this releases gas fumes into the air, which cancels out the benefits of the pumps anti-pollution devices. And finally, use less gas. Don't idle; keep your vehicle maintained and your tires properly inflated will all help reduce air pollution. For more information visit Air Central Texas dot org.*

CLIENT: Air Check Texas – Drive a Clean Machine

CHALLENGE:

The Texas Commission on Environmental Quality's Air Check Drive a Clean Machine program provides financial assistance for replacing higher emissions-emitting cars or trucks for eligible motorists. Many drivers are unaware that this support program even exists, let alone if they qualify. Air Quality, therefore, needed to educate and encourage people in Travis County to go online and see if they were eligible for Drive a Clean Machine assistance.



SOLUTION:

Incite and Emmis Austin created and implemented a multimedia campaign targeting drivers 18+ with an emphasis on the Hispanic community, low-income adults, and elderly low-income individuals. In addition to running a heavy on-air campaign on Emmis' two Spanish language radio brands (Latino and 107.1 La Z), we deployed a targeted digital campaign on mobile and desktop devices using "Bullseye," Emmis' technology-based solution for buying online display and video advertising. Ads targeted vehicle owners driving cars 10 years and older. Household income and household size ratios were considered, and ads were served around Internet articles based on content (e.g. Auto Repair and Used Car Buying). We also promoted the Drive a Clean Machine program through sponsored posts from Emmis stations' Facebook and Twitter accounts, sponsored newsletters to Emmis radio stations' opt-in email databases, and digital ads on Emmis' seven radio station sites that included audio and video pre-roll (also on TuneIn and iHeartRadio platforms). All campaign materials directed audiences to an interactive landing page created by Emmis' digital team that directed visitors to answer simple questions, determine their eligibility, and access an application if they qualified for the program. DACM received 100 no-charge radio spots to enhance the campaign.

RESULTS:

The campaign significantly over-delivered and drove 67 qualified leads to the program—including their names, email addresses, and phone numbers for follow up. It drove 9,276 people to the DACM website (86% over-delivery) and 2,060,184 gross impressions (18% over-delivery).

Relevant professional experience met: 1, 2, 3, 4, 5, 6, and 8

This block contains three promotional images. On the left is a social media post from News Radio KLBJ (@NewsRadioKLBJ) with the text '#AirCheckTexas & KLBJ want to help you out with your car emission repairs! See if you qualify here: bit.ly/KLBJAMaircheck...' and a graphic that says 'AirCheck Texas Wants You to Drive a Clean Machine! Answer questions to see if you qualify for FREE MONEY toward your ride!'. In the center is a screenshot of the program's web application, which asks questions about vehicle age and emissions to determine eligibility for financial assistance. On the right is a graphic with the text 'FAILED AN EMISSIONS TEST? YOU COULD EARN FREE MONEY TOWARDS YOUR RIDE ARE YOU ELIGIBLE? >' featuring an illustration of a red car.

CLIENT: Capital Area Council of Governments (CAPCOG) – Air Central Texas



CHALLENGE:

CAPCOG was seeking to raise awareness about air quality issues in Central Texas and educate residents about small steps they could take to help improve local air quality. CAPCOG was explicitly looking to target audiences through online channels to drive engagement on its social media channels.

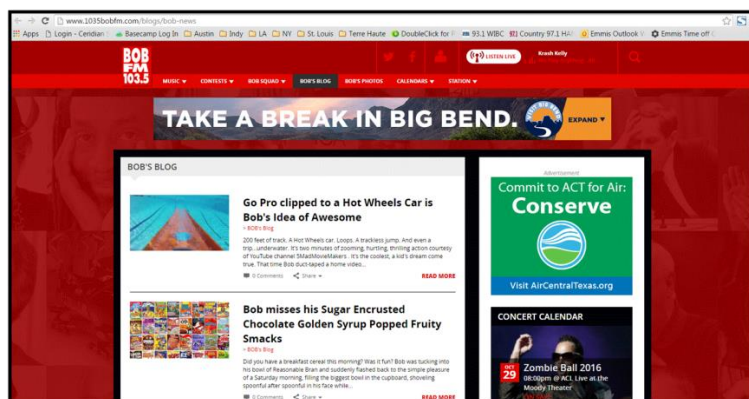
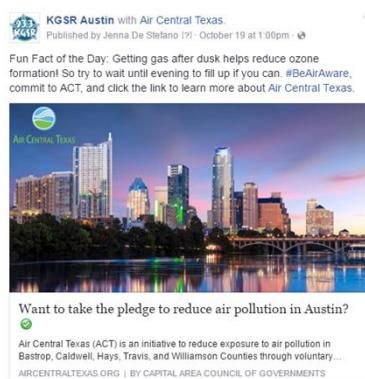
SOLUTION:

Incite and Emmis deployed a targeted digital campaign to promote Air Central Texas tips for improving air quality among online English- and Spanish-speaking audiences using Bullseye targeted display, run of site display on radio station sites, and streaming apps to maximize impressions/reach of campaign messaging. The campaign also promoted tips via social media on Emmis radio stations' Facebook pages and Air Central Texas' Facebook page to encourage conversation about the importance of taking these small steps.

RESULTS:

The campaign delivered a total of 1,817,202 gross impressions (281,460 more than estimated), 5,481 clicks and engagements (3,238 more than estimated), and added over 300 CAPCOG Facebook followers.

Relevant professional experience met: 1, 2, 4, 5, and 6



CLIENT: AHC's Coalition for Asian Substance Abuse Prevention (CASAP)



CHALLENGE:

CASAP, a new coalition of the Asian Health Coalition, received grant funding from the Chicago Tobacco Prevention Project (CTTP) to develop marketing materials and outreach programs to engage the Chinese community in Chicago's Chinatown and Uptown communities. CASAP had just been established by the AHC so there was the additional challenge of working within the confines of a coalition whose identity was not clearly established within the community.

SOLUTION:

Incite conducted a situational analysis with AHC/CASAP staff and determined a series of focus groups were required to understand both the cultural implications of substance abuse within the community, and optimal outcomes of a successful campaign (i.e. calls to the Quitline, inspiring parents to discuss the issue with their children, employers enacting new policies for employees, etc.). Incite then designed and led focus groups populated by members of the CASAP coalition and community members at large. We designed a creative brief for our in-house design team to produce campaign materials to be executed in a variety of formats (posters, fliers, billboards, public transit cards) in both English and Mandarin Chinese, after which our team and AHC/CASAP held additional focus groups to gauge community input and receptiveness on the creative prior to execution.

RESULTS:

As a result of the partnership, AHC/CASAP completed the first phase of its campaign with the Adult and Young Adult pieces being executed in poster and billboard form throughout Chicago's Chinatown and Uptown communities. To determine effectiveness of the marketing and the strength of the new branding for CASAP, CASAP held a Town Hall meeting; over 300 members of the combined communities attended and the event was deemed a success as a result of both the numbers of attendees and the awareness that the campaign created.

Relevant professional experience met: 1 and 6



CLIENT: Lower Colorado River Authority (LCRA)



CHALLENGE:

Water conservation in Texas is a major concern, and LCRA needed a strategic marketing plan to educate Texans about the importance of water conservation while equipping Texans with the resources they needed to successfully conserve water.

SOLUTION:

Incite created a water conservation outreach strategic plan based on research that was conducted by partner agency, Hahn, Texas. The research consisted of findings from 400 participants who lived in pre-identified targeted areas throughout the state that LCRA determined were vital to the overall state's water conservation success. Incite's strategic plan served as the roadmap for the first of a three-year marketing campaign, "Less Water, More Green," highlighting the concept that the less water homeowners use, the more money they save.

Incite created and placed radio, print and online ads, provided strategic and design recommendations for WaterSmart.org, and organized an extensive grassroots outreach campaign. As part of the outreach campaign, Incite created a Mobile Unit Engagement Team named "Team Water Smart" that visited targeted neighborhoods on weekends and engaged with interested homeowners. Team Water Smart consisted of six trained engagement team members and two licensed irrigator specialists who provided tips about landscaping and watering schedules. The licensed irrigators conducted irrigation system checks, identified issues for repair or adjustment, trained homeowners on proper controller settings, and recommended ways to reduce water consumption. To reach the broader community, the campaign included two large outreach events at Steiner Ranch Music in the Park and Lakeway Public Safety Days. At the events, engagement team members educated attendees about water use best practices and demonstrated proper settings for irrigation system control boxes.

RESULTS:

The mobile Team Water Smart unit conducted 58 irrigation checks and reached 560 homeowners with water conservation and irrigation information. LCRA's social media sites saw a 20% lift in traffic, and the media campaign made over 1.7 million impressions.

Relevant professional experience met: 1, 3, 4, and 5



B. CORE PROJECT TEAM

Incite has assembled a team of behavior change marketing and 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 Director of Incite and Digital Sales, Daniel Sahl. Daniel has led the creation and design of numerous cause and social marketing campaigns for various clients including the COA Health and Human Services Department, COA Development Services Department, SmokefreeTXT, the Mayor's Office's Housing Heroes program, and 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.

Sarah will serve as the Project Manager for this work. Grace Svoboda will serve as the Graphic Designer.

To fulfill Air Quality's project requirements, Incite has assembled this team of skilled and ready experts:

Daniel Sahl – Director of Incite and Digital Sales

- Oversee implementation of all work internally
- Develop communication and marketing campaign plan
- Purchase and optimize paid media
- Oversee digital media plan implementation and optimization

Sarah Chatellier – Incite Account Services Manager

- Project Manager / Main point-of-contact with Air Quality
- Filter project requirements and assign appropriate staff members to accomplish project/campaign goals
- Responsible for ensuring effective campaign execution, goal attainment, and reporting procedures are met according to project timeline, scope, and budget
- Draft and submit quarterly and final reports forms

Grace Svoboda – Graphic Designer, Emmis Austin

- Create all graphic design elements for campaign

Kathy Good – Account Executive, Emmis Austin

- Assist with developing communication and marketing campaign plan
- Place in-house media and ensure schedules are running according to plan
- Compile campaign impression reports

Alison Thiemer – Account Executive, Emmis Austin

- Assist with developing communication and marketing campaign plan
- Place in-house media and ensure schedules are running according to plan
- Compile campaign impression reports

Nikki Watkins – Assistant Controller, Emmis Austin

- Oversee administrative responsibilities including invoicing and financial reporting

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. COA Health & Human Services: Marketing campaign designed to prevent and manage chronic disease and encourage smoking cessation <ul style="list-style-type: none"> • Developed communication and marketing plan • Placed paid media on radio, print, digital, and social platforms • Assisted with creation of paid media messaging • Coordinated earned media • Assisted with campaign objectives including outcome evaluation

	<p>Kinsa Health: Program designed to reach 1% of Austin households with Kinsa’s Smart Thermometer in effort to make Austin a healthier city.</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• 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>
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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>8 Years Total</i></p> <p>More than 8 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, 2 years
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 Incite 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 City of Austin clients, including COA Health and Human Services Department, COA Resource Recovery, COA Mayor's Office, COA Development Services, COA Public Works, and COA Police Dept. <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.
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Name of Person:	Kathy Good
Office Location	Austin, TX
Educational Degree (s)	Bachelor of Science – Business University of Alabama Degree: 1984
# of years' experience in area of service proposed to provide:	<i>33 Years Total</i> More than 33 years of Radio Advertising Sales and Marketing experience.
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 9 years
Describe this person's responsibilities over the past 12 months.	Engage in new business development and renewal business for Emmis Austin Radio, Incite, and Digital. Develop media strategy, campaign design, and ensure client objectives are achieved as a result of campaigns.
Previous employer(s), positions, and Dates	iHeartMedia, Account Manager 1999-2007 Pete Moore Automotive Team – Advertising Director 1990-1999 WALA-TV- Account Manager 1985-1990
Personal experience	Marketing consultant who builds custom campaigns incorporating radio, digital, and events that bring clients immediate ROI. Austin Department of Transportation AQ Program deigned in partnership with the City of Austin to educate the citizens of Austin on how they can impact air quality with small, easy changes: <ul style="list-style-type: none"> • Oversaw project management • Create and place radio schedule • Write and produce radio commercials in English and Spanish • Submit a thorough recap of the program at the end of the campaign. CAPCOG Program designed to inform online audiences in Central Texas about small steps they can take to help improve local air quality.

	<ul style="list-style-type: none">• Developed digital strategy and plan• Oversaw project management• Facilitated buying and posting of all social media• Facilitated all creative changes over the program's 10 week campaign <p>City of Austin Watershed Protection- Turn Around Don't Drown: Program designed in partnership with the City of Austin to help create awareness of road flooding and to prevent water rescues.</p> <ul style="list-style-type: none">• Developed communication and marketing plan• Facilitate placement of emergency radio and Bulls-eye ads• Facilitate placement of education radio and Bulls-eye ads• Submit a thorough recap of all campaigns at the end of each month and the annual total
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Name of Person:	Alison Thiemer
Office Location	Austin, TX
Educational Degree (s)	Bachelor of Science – Business Administration (Marketing) Texas State University Degree: 2004
# of years' experience in area of service proposed to provide:	<i>13 Years Total</i> 13 years of strategic planning, account management, marketing, 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.	Intern 6 months Employee, 13 years
Describe this person's responsibilities over the past 12 months.	Engage in new business development and renewal business for Emmis Austin Radio, Incite, and Digital. Develop media strategy, campaign design, and ensure client objectives are achieved as a result of campaigns.
Previous employer(s), positions, and Dates	Emmis Austin Intern, January 2004-June 2004
Personal experience	Marketing consultant who builds custom campaigns incorporating radio, digital, and events that bring clients immediate ROI. Deployed strategic marketing campaigns for COA accounts such as: <ul style="list-style-type: none"> • Austin Water Conservation • COA Code Compliance • COA Development Services • COA Air Quality & Transportation • COA Resource & Recovery • COA Watershed • Austin Energy • Imagine Austin

Name of Person:	Grace Svoboda
Office Location	Austin, TX
Educational Degree (s)	B.A. – Communication Design Texas State University
# of years' experience in area of service proposed to provide:	<i>3 Years Total</i>
Describe person's relationship to offeror. If employee, indicate the # of years. If subcontractor, describe other/past working relationships.	Employee, 2 years
Describe this person's responsibilities over the past 12 months.	<p>Job responsibilities include creative strategy, print, and web for Emmis stations and clients; managing multiple design projects from concept to completion; developing creative programs and designing concepts that meet client business objectives; and advance brand strategy. Other responsibilities include creating visual and written social content.</p> <p>Major clients include: HEB, City of Austin Health and Human Services Dept., SmokefreeTXT, Dell, Deep Eddy Vodka, South Texas Ford, Seton.</p> <p>Past clients included: Central Texas Regional Mobility Authority, Accudyne, Wincor Nixdorf</p>
Previous employer(s), positions, and Dates	<p>Central Texas Regional Mobility Authority (contracted through Atkins), Designer of 2015 Annual Report</p> <p>Crosswind Media & Public Relations, Designer, 2015-2015</p>
Personal experience	<p>Emmis Austin Radio – Rookie of the Year, 2016</p> <p>Web Fellowship Fellow, 2014</p> <p>Illustration published in the Dallas Morning Newspaper, 2013</p>

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>8 Years Total</i>
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.	Responsible for office management, billing, and financial reporting.
Previous employer(s), Positions, and Dates	Emmis Communications, Assistant Controller, 2013 - 2017 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 5- SYSTEM CONCEPT AND SOLUTION

SYSTEM CONCEPT

Air quality is significantly linked to a city's health, economy, and environment. According to the World Health Organization, pollution can cause "a variety of health concerns, ranging from short-term irritation to serious diseases or even death. Pollutants cause inflamed airways, eye irritation, and damage to the respiratory tract. Over time, exposure to poor air quality can lead to reduced lung function and breathing problems, as well as lung cancer or cardiovascular disease. Air pollution has a staggering impact on life expectancy and mortality rates."⁶ Globally, poor air quality poses a serious threat to public health.

In Austin, many factors impact air quality, most notably industrial facilities and automobiles. Ground-level ozone is of primary concern, and the most significant contributor to harmful ozone pollution is vehicle emissions from cars and trucks. Data confirms that vehicles account for nearly 50% of ozone-forming emissions released within Central Texas.⁷ In fact, the American Lung Association's 2016 *State of the Air* report gave Travis County an "F" for 'high-ozone days'—dropping from a "D" given in 2015.⁸

In addition to negatively impacting air quality, traffic congestion is also a major quality-of-life issue for Austin residents. A recent transportation report "identified the 5-mile stretch of Interstate 35 from Ben White Boulevard to Martin Luther King Boulevard as...No. 24 on the country's list of the 356 most congested roads."⁹ Traffic is consistently identified as [one of the] "biggest threats to Austin's continued economic boom."¹⁰ With Austin's skyrocketing population growth, traffic congestion will continue to critically impact our city's air quality, economic viability, and overall health.

While pollution must be addressed at the policy level, behavior change is required at the individual level to improve both traffic *and* air quality. Not only is there a need to educate Austin to "Be Air Aware," we must also encourage and motivate residents to reduce their emissions and promote cleaner outdoor air for all.

A. SOLUTION

At Incite, we create custom solutions designed to address client goals and improve the lives and communities we serve. Each client campaign is unique with its own set of challenges and desired outcomes.

Based on our campaign experience and research into the public health landscape in Austin, we have identified the following goal for Air Quality: ***Increase the willingness of the general public to take actions to reduce ground level ozone forming emissions.***

Specific calls-to-action should include:

1. Driving less by using transit, vanpooling, carpooling, etc.
2. Driving clean by avoiding high-emission driving practices, using cleaner vehicles, limiting idling, etc.

⁶ <http://www.livestrong.com/article/125073-health-effects-poor-air-quality/>

⁷ <http://austintexas.gov/airquality>

⁸ <http://kxan.com/blog/2015/04/29/austins-state-of-the-air-report-from-the-american-lung-association/>; <http://www.lung.org/our-initiatives/healthy-air/sota/city-rankings/states/texas/>

⁹ <http://www.bizjournals.com/austin/news/2016/03/16/economic-development-spurs-worse-traffic-in-austin.html>

¹⁰ <http://www.bizjournals.com/austin/news/2016/03/16/economic-development-spurs-worse-traffic-in-austin.html>

3. Conserving by purchasing energy efficient appliances, properly weatherizing homes, avoiding air conditioning when possible, etc.

Incite Strategy in Action for City of Austin Air Quality

Incite Austin has over a decade of social marketing experience in addition to recent work locally encouraging Austin area residents to help the environment (Drive a Clean Machine, CAPCOG, Air Quality) and to inspire community health (COA Health & Human Services). Based on proven performance and positive results, we are confident recommending the following strategy designed to achieve the above-mentioned goal:



Local Leads

Incite believes in capitalizing on radio brands' deeply-rooted relationships with local audiences. Combining radio with other forms of targeted local media (print, digital, and social) allows communication with a level of influence that is difficult to replicate.

Influencers Inspire

Trusted celebrity influencers regularly connect with ethnically diverse and hard-to-reach audiences. This strategy has proven extremely effective working with government clients. Peer networks are the other major influencer for the “on-the-move” audience. We are experts at inspiring peer networks to own social marketing messages and champion campaigns.

Multimedia Motivates

Today's consumers are busier than ever, and the options for reaching them continue to grow. Incite uses a combination of tactics based on the most current media consumption data and habits of your desired target audience.

Our strategy is reflective of both our behavior change marketing expertise and experience using media to engage multicultural, sometimes hard-to-reach audiences. Our solution includes a combination of effective and efficient tactics designed to reach Air Quality's target audiences where they live, work, and play.

Based on the overall campaign budget and the need for a strong call-to-action, we recommend a mix of broadcast radio, streaming radio, digital, and social media. Our plan will allow for a consistent presence with target audiences during the campaign timeframe of May – October 2017.

Target Audiences

Incite will develop a campaign to reach English- and Spanish-speaking Austin residents and commuters ages 18+. Also, approximately 10% of the media budget will be allocated towards reaching the Asian population in Austin, primarily the Vietnamese community.

The following is a summary of our recommended campaign tactics and approach:

Radio

Incite will purchase a variety of stations designed to reach all 18+ age ranges (18-34, 25-54, 35+) and ethnicities (English and Spanish). The schedules will air from May-October to highlight each of the campaign's monthly themes. The schedule structure for each station will include Wednesday–Saturday late week commercial placement during morning and afternoon drive time to reach commuters during the highest occurring ozone level days and times. The messaging will include a combination of recorded endorsements from well-known local influencers and recorded commercials produced by Incite or taken from existing regional and national creative. All over-the-air creative will be simulcast on station streaming players to extend audience reach at no additional charge.

- Stations/format:
 - 590AM Newsradio KLBJ | News + Talk Radio
 - 93.3 KGSR | Adult Album Alternative (Triple A)
 - 93.7 KLBJ-FM | Classic Rock
 - 99.3 KOKE FM | Country
 - 101.5 KROX | Alternative
 - 107.1 La Z | Mexican Heritage
 - 103.5 BOB | Adults Hits
- Influencers (for recorded endorsements):
 - 590AM Newsradio KLBJ | Todd Jeffries
 - 93.7 KLBJ-FM | B-DOE
 - 99.3 KGSR | Emily McIntosh
 - 101.5 KROX | Trevin Smith
 - 107.1 La Z | Ramon Loo
 - 103.5 BOB | Krash Kelly
- Flight dates: 5/1/17-10/8/17
- Estimated number of commercials: 1,328
 - Paid commercials: 332
 - Added value (matched 1:1 and all simulcast on station streaming players): 996
- **Adults 18+ estimated overall reach: 1,237,300**
- **Adults 18+ estimated overall frequency: 5.8**
- Adults 18+ estimated gross impressions: 4,626,400

Digital

Incite will develop and execute a digital media strategy including Bullseye—Emmis Digital's technology-based solution for buying online display and video advertising— and a number of Emmis radio brand digital products (display ads, floater ads, streaming audio pre-roll, native content blogs, social media, and newsletters) to reach the desired target audiences, including Asians. Bullseye will serve ads across thousands of available websites and mobile devices to reach desired audiences in the Austin area. Emmis' online digital products will allow Air Quality to connect with desired target audiences and listeners in tandem with the radio campaign—further broadening reach and frequency. The campaign will run from May-October, be monitored on a regular basis, and will be optimized as needed by Emmis Digital's team.

Bullseye

- Tactics

- Run-of-Network
 - Ads to appear across a network including thousands of websites
 - Targeting based on geography and optimized based on locations performing the best
 - Ads will be served on desktop, tablet, and mobile platforms in Austin, TX
 - Adults 18+ estimated impressions:
 - **77,143 – 85,714 desktop impressions**
 - **77,143 – 85,714 mobile impressions**
- Audience (20% of digital budget / 5% of overall media budget)
 - Ads to target web users of Asian ethnicity
 - Ads will be served on desktop devices in Austin, TX in zip codes with the highest populations of Vietnamese residents
 - Adults 18+ estimated impressions: **216,000 – 240,000 desktop impressions**
- Creative: Monthly Air Quality topics linking to Air Quality site.

Emmis Radio Online Media

- Run-of-Site (ROS) Display Ads
 - Desktop and mobile ads served across six station websites: KGSR, KBPA, KROX, KLBJ-FM, KLBJ-AM, KLZT
 - Creative will promote monthly Air Quality topics and drive traffic to Air Quality site.
 - Adults 18+ estimated minimum impressions: **180,000-200,000**
- Run-of-Site (ROS) Floater Ads
 - Full Screen mobile ads served across six station websites: KGSR, KBPA, KROX, KLBJ-FM, KLBJ-AM, and KLZT
 - Creative will promote monthly Air Quality topics and drive traffic to Air Quality site.
 - Adults 18+ estimated minimum impressions: **27,000 – 30,000**
- Streaming Audio Pre-roll
 - :15 or :30 second forced listen streaming audio pre-roll ads across six station streaming players (mp3): KGSR, KBPA, KROX, KLBJ-FM, KLBJ-AM, and KLZT
 - Creative will promote monthly Air Quality topics.
 - Adults 18+ estimated minimum impressions: **134,136 – 149,040**
- Air Quality Blog/Social Media
 - Emmis Digital will write and post 6 Air Quality related blogs on select station websites (1 per month May - October). Potential stations include: KGSR, KBPA, KROX, KLBJ-FM, KLBJ-AM, and KLZT. Blog content will be relevant to audience interests, demographics, or events for selected stations. All content will be sent to Air Quality for approval before posting. See proposed blog content calendar below.

Month	Theme
May 2017	Drive Less: Bicycle/Walk
June 2017	Drive Less: Rideshare
July 2017	Drive Less: Transit
August 2017	Drive Clean: Refueling/Vehicle Maintenance/Trip Chaining
September 2017	Back to School / Anti-Idling
October 2017	Healthy Commute

- Emmis Digital will promote and link to blog posts through additional radio station assets including:
 - 6 social media bundles (1 Facebook post and 1 Tweet) from selected radio station social media platforms (1 per month).
 - 5 email newsletter ads from selected radio station opt-in email database
- Adults 18+ estimated minimum impressions: **47,700 – 53,000**
- **TOTAL Digital Plan Adults 18+ estimated gross impression range: 759,122 – 843,469**

Social Media

Incite will create a social media strategy and purchase ads on social media utilizing Air Quality or the Air Central Texas page. Ads will be served on Facebook, Instagram, and Facebook's audience extension network to reach the desired target audiences, including Asians.

- Estimated # of ads:
 - 6 targeting adults 18+ in Austin, TX (60% of social media budget)
 - 4 targeting Vietnamese speakers (40% of social media budget / 4% of overall media budget)
- Creative: Monthly Air Quality topics linking to Air Quality site.
- Adults 18+ estimated impressions: **600,000 (100,000 per month)**

Earned Media

- 996 commercials.
- Inclusion in station newsletters.
- Interview on Local Insights and Sirviendo a Austin, Emmis' English and Spanish local community affairs programs.

Please see the Appendix for the influencer biographies, a detailed digital plan, and radio schedules.

B. MONITORING AND EVALUATION

Evaluating the impact of a social marketing campaign is critical. **Incite will design appropriate methods of tracking and evaluating the results of the campaign at the onset of the partnership.** Throughout implementation, Incite will collect, record, and analyze data that will provide an opportunity to optimize the campaign in real time and guide our decision-making for the strategies to be used in subsequent campaigns.

Specific measurements for each media will include:

- Radio: reach, frequency, and impressions
- Print: distribution and online impressions
- Digital: clicks and impressions
- Social: engagement and impressions

Incite will also assist Air Quality with an outcome evaluation to measure selected changes in attitudes and behaviors. As we implement the campaign working toward its overall goals, Incite will designate key benchmarks to realize through our marketing efforts. As these milestones are achieved, Incite will share the results with the Air Quality program in quarterly and final campaign reports.

C. REPORTING

Incite will submit reports to the City as needed and requested. In addition to working with Air Quality to craft overall outcome evaluation measures, Incite will submit monthly media reports detailing how the media plan is performing, including the planned media and outreach schedule, impressions, click-thru-rates, and response rate to other campaign calls-to-action.

See below for sample media impression reports and proposed reporting timeline.

Sample Media Report from COA HHSD Tobacco Cessation Campaign

TOBACCO RADIO PLAN						
Media	Format	Start	End	Commercials	Net Reach*	Gross Impressions*
KROX-FM	Alternative Rock	12/26/16	2/5/17	492	379,100	1,365,200
KLBJ-FM	Classic Rock	12/26/16	2/5/17	540	415,700	1,674,200
KBPA-FM	Adult Hits	12/26/16	2/5/17	434	753,000	3,956,900
KHFI-FM	Top 40	12/26/16	2/5/17	383	404,000	998,910
KLZT-HD2	Spanish Contemporary	1/9/17	2/19/17	52	47,700	71,400
KPEZ-FM	Rhythmic Contemporary	1/16/17	1/29/17	142	30,600	86,000
KROX-FM	Alternative Rock	4/3/17	4/16/17			
KLBJ-FM	Classic Rock	4/3/17	4/16/17			
				2043	2,030,100	8,152,610
*Adults 18+						

TOBACCO DIGITAL PLAN						
Product	Primary Demo	Geotarget	Start	End	Impressions	
Audience Targeting Mobile Video	Smokers, Tobacco accessory shoppers, 18-44, low income, low education	Austin/Travis County	12/26/16	2/5/17	229,185	
Audience Targeting Desktop and Mobile	Smokers, Tobacco accessory shoppers, 18-44, low income, low education	Austin/Travis County	12/26/16	2/5/17	737,192	
Topic Targeting Desktop and Mobile	Smoking cessation	Austin/Travis County	12/26/16	2/5/17	187,639	
Retargeting Display Desktop and Mobile	n/a	Austin/Travis County	12/26/16	2/5/17	1,101	

1,155,117

Proposed Reporting Timeline

- Media Impression Report 1: Due July 17 (covering May 1-June 30)
- Media Impression Report 2: Due Sept 18 (covering July 1 – August 31)
- Final Campaign Report: Due November 3 (covering September 1 – October 16 and overall summary report)

TAB 6 – QUALITY OF GRAPHIC DESIGN

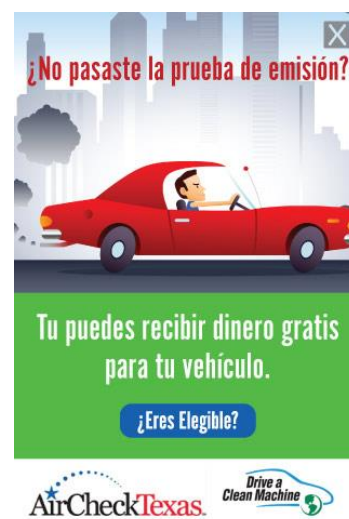
Please see below for examples of recent digital and print graphic design work from client campaigns.

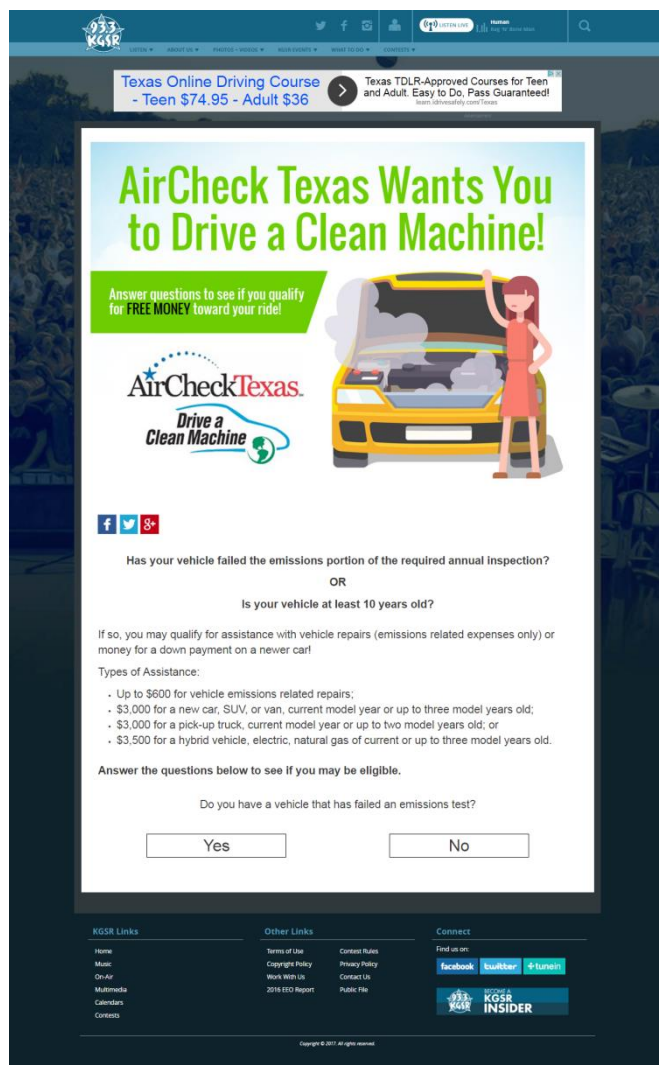
SAMPLE DIGITAL ADS:

CAPCOG Air Central Texas



Air Check Texas – Drive a Clean Machine





City of Austin Health and Human Services - Tobacco Cessation Campaign



City of Austin Health and Human Services - Chronic Disease Prevention Campaign



SAMPLE PRINT ADS:

City of Austin Health and Human Services - Chronic Disease Prevention Campaign (El Mundo)



City of Austin Health and Human Services - Healthy Places Healthy People Campaign (Austin Business Journal; Austin Human Resource Management Association)



Healthy Workplaces
are good for business.

Save
Lower healthcare and insurance premiums

Invest
See up to a 3 times ROI on healthy workplace investments

Compete
Boost productivity and retention

**HEALTHY PLACES
HEALTHY PEOPLE**

BECOME MAYOR'S HEALTH & FITNESS COUNCIL CERTIFIED
HealthyPlacesHealthyPeople.org/Workplaces



Healthy Workplaces
are good for PEOPLE
and good for BUSINESS!

HEALTHY WORKPLACES
Simple things, like making your workplace tobacco-free, promoting physical activity, and stocking vending machines with healthy options, go a long way toward making an office healthier. And they can save your company money and time—while helping everyone perform a little better.

COMPANIES WITH WORKPLACE WELLNESS STRATEGIES CAN SEE MANY BENEFITS:

1. Negotiate lower health, disability, and life insurance rates	2. Boosted company morale and sense of community	3. Reduction in employees calling in sick	4. Decrease in company healthcare costs over time
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WHERE TO START
Get FREE and easy assistance with workplace wellness changes—become **Mayor's Health and Fitness Council certified**. Certification will provide you step-by-step guidance on how to make your company healthier and more productive—and get you recognized as one of Austin's healthiest businesses!

**HEALTHY PLACES
HEALTHY PEOPLE**

healthyplaceshealthypeople.org/worksites-form/

SAMPLE EVENT SIGNAGE:

Kinsa Tent Banners

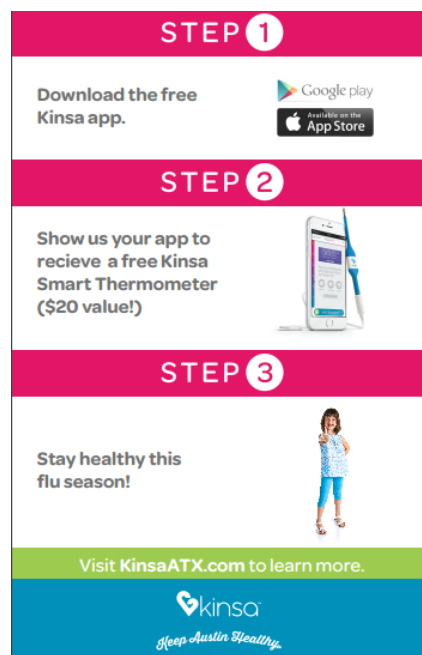


Is it the plague
or just pollen?

▼ **KNOW** ▼
what's going around.

Download Austin's
Health Weather
FREE at KinsaATX.com.

kinsa
Keep Austin Healthy.



STEP 1
Download the free
Kinsa app.
Google play
Available on the
App Store

STEP 2
Show us your app to
receive a free Kinsa
Smart Thermometer
(\$20 value!)

STEP 3
Stay healthy this
flu season!

Visit KinsaATX.com to learn more.

kinsa
Keep Austin Healthy.

TAB 7 - PRICE PROPOSAL

Incite will work to ensure the highest level of cost effectiveness throughout the implementation of the marketing campaign. We will use negotiating powers and leveraged strength coupled with strategic placement and smart media buys to work toward maximum efficiency.

We have organized our cost structure to reflect fees for services and standard agency commission on placed media. The chart below depicts estimated hours, by service type, we anticipate the campaign will require. In addition, we have estimated media and outreach allocations within the project budget capturing our vision for using various types of media to engage, inspire, and motivate our target audiences around campaign messages.

Estimated campaign budgets are based on highest proposed investment for each project, as noted in the RFQ, to demonstrate the full scope of how Air Quality's budget can be utilized in the campaign. Our rates for services will remain in place for Air Quality each year, and any other projects that arise will be billed at the hourly rates listed below. Hours for services, as well as media expenditures, are estimates which could vary after planning meetings commence.

We look forward to working with Air Quality to refine and finalize this budget.

Marketing Plan & Project Management	Rate	Hours	Total
Marketing Plan & Campaign Design	125	20	\$2,500
Project Management & Reporting	100	25	\$2,500
Subtotal			\$5,000
Media			
Radio	28,000	1	\$28,000
Digital	12,000	1	\$12,000
Social Media	5,000	1	\$5,000
Subtotal			\$45,000
TOTAL			\$50,000

TAB 8 - EXCEPTIONS TO THE PROPOSAL

Incite has no exceptions or proposed changes to this proposal. See Attachment A.

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 2400 JRD0411

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

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

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

Page Number

Section Number

Section Description

Alternative Language:

Justification:

TAB 9 – APPENDIX

- A. Influencer Biographies
- B. Digital Media Plan
- C. Radio Schedules

A. INFLUENCER BIOGRAPHIES



590AM Newsradio KLBJ | Todd Jeffries

Radio Veteran Todd Jeffries got his first radio job in 1985 and has never looked back. Todd is the recipient of numerous Katie Awards from the Press Club of Dallas, as well as awards from Texas Associated Press Broadcasters and the Texas Medical Association. Todd and his wife Sarah, along with their 2 children Macy and Gage, make their home in Cedar Park.

Todd's unique chemistry with co-host, Don, and quick wit combined with his ability to find the silly in the serious results in a fun, informative, entertaining, fast paced and often LOUD show heard weekdays on News Radio KLBJ at 6am and 10am!



93.7 KLBJ-FM | B-DOE

B-DOE has been part of the Austin music scene for over a decade working in television and radio.

He began in the industry producing and hosting his own show on the Austin Music Network. B-Doe was also a host of All Access Live, a nationally syndicated concert/interview TV show. Fast forward to today, B-Doe has been part of the KLBJ-FM family for over eight years. He's worked overnights to weekends to recently landing the afternoon spot on KLBJ-FM where he interviews artists and comedians and plays the best rock music. B-Doe is also the host of Local Insights, Emmis' local community affairs program.

When he's not on the air, B-Doe enjoys updating his podcast and blog, hanging out at concerts, and spending time with his family.



99.3 KGSR | Emily McIntosh

Emily fell in love with music and radio at a young age. This passion for sharing the music she loved followed her to college at Kansas State University. Here she honed her on-air skills at the university station, KSDB-FM. She soon became a music director, adding new music to the station playlist, interviewing artists, and training new DJs.

In the summer of 2014, Emily packed her bags and relocated to Austin. She joined the Emmis family, hosting weekend shows on KROX-FM, 101X. She moved to KGSR in September of 2015 as the Music Director and mid-day host and was promoted to Program Director in early 2016.

Outside of her time at KGSR, Emily LOVES live music. She'll never pass up an opportunity to see a show. She lives in Northwest Austin, and enjoys spending time outdoors on a run, riding her longboard, or relaxing by the pool. She's an avid fan of Kansas City Royals baseball, podcasts, travel, and wine.



101.5 KROX | Trevin Smith

Trevin Smith has been with 101X for 8 years covering shifts on air from mornings to overnights. Before becoming “Trevin on the Radio,” he wanted to be a major league baseball player.

Now his listeners consider him a dude “of and for the people”—serving them with the music they want to hear with a nice hint of his snarky attitude on the side.

Trevin currently lives in South Austin and enjoys going to a ton of shows, frequenting the dive bar scene, playing disk golf and softball, and hanging out with his dog.



102.7 La Z | Ramon Loo

Originally from San Fernando, Tamaulipas, Luis Ramon Loo – better known as “El Compa Ramon” – recently joined the KLZT family as the new Program Director and on-air host for La Z.

El Compa Ramon comes to KLZT with 20 years of experience in a variety of radio formats including Regional Mexican, Spanish AC, Spanish CHR, Spanish talk, Spanish Oldies and Spanish Christian Music. He was awarded the Monitor Latino Award for Program Director of the Year in 2013 and the Aguila CYP Award in Mexico for Best On-Air Personality, as well as many other awards, including a nomination as Personality of Year for the Monitor Latino Awards.

Outside of radio, El Compa Ramon enjoys being involved in the community-assisting organizations like the YMCA.



103.5 BOB | Krash Kelly

Some kids grow up wanting to be a fireman or superhero... Krash grew up always wanting to be on the radio. In his early days, Krash played DJ with his portable tape recorders and sisters’ record collections. Growing up in Austin, he tried to emulate all the DJ’s he heard on the old KNOW and K-98.

The door opened in ’91 when he earned an opportunity at 96.7, KHFI. Krash did everything from washing the van to weekend and overnight shifts just to prove his worth. And it paid off! Soon he was getting better shifts, getting more opportunities, and getting noticed. “We had an amazing team there and all loved everything about that place,” says Krash. So what would any rational person do? Leave for another opportunity, of course. He packed up everything he owned and took a gamble moving to San Antonio to sign-on a brand new radio station...Mix 96.1. It may only be an hour down 35, but San Antonio and Austin are worlds apart. Krash soon found and assembled another fantastic team there and they had a great run! After about 5 years management announced ‘they were taking another direction’ and he came back to Austin to try his luck at a “real job.” After struggling to make ends meet for over a year, BOB called and invited him to join the crew at his new radio station. What a great chance, but BOB did things so differently it was like re-learning everything he knew. It didn’t take long to realize he LOVED the way BOB did things. Laid back, simple, and there’s music everywhere!

B. DIGITAL MEDIA PLAN

Emmis Digital Media Plan

COA Air Quality & Transportation - MAY - OCT 2017

Objective	Placement : Bullseye Prime					Targeted sizes	Cost type	Rate (\$)	Est Imp Max	Est Imp Min	Budget
	Platform	Ad Type	Tactic or Placement	Target or Solution	Geotarget						
Reach Target Audience	Desktop	Display	Audience	Asian ethnicity	Zip codes in Austin, TX with highest population of Vietnamese residents	Desktop/Tablet: 300x250, 728x90, 160x600, 300x600 (under 200 KB)	CPM	\$10	120,000	108,000	\$1,200
	Mobile	Display	Audience			Mobile: 320x50 (under 50 KB)	CPM	\$13	92,308	83,077	\$1,200
Reach Target Areas	Desktop	Display	RON	Display ads on Desktop and Mobile devices using online users in Austin, TX		Desktop/Tablet: 300x250, 728x90, 160x600, 300x600 (under 200 KB)	CPM	\$7	85,714	77,143	\$600
	Mobile	Display	RON			Mobile: 320x50 (under 50 KB)	CPM	\$7	85,714	77,143	\$600
Objective	Placement : Emmis Radio Online Media					Targeted sizes	Cost type	Rate (\$)	Est Imp Max	Est Imp Min	Budget
	Platform	Ad Type	Tactic or Placement	Station(s)							
Run of Site	All	Display	Emmis Austin Cluster	Run of site display ads on desktop and mobile across 6 station websites: KGSR, KBPA, KROX, KLBJFM, KLBJAM, and KLZT		Desktop/Tablet: 300x250, 728x90, 970x90, 300x600 (under 200 KB) Mobile: 320x50 (under 50 KB)	CPM	\$8	200,000	180,000	\$1,600.00
	Mobile	Floater	Emmis Austin Cluster	Full Screen ads on mobile devices across 6 station websites: KGSR, KBPA, KROX, KLBJFM, KLBJAM, and KLZT		300x250	CPM	\$12	30,000	27,000	\$360.00
Stream Preroll	Mobile App	Audio	Emmis Austin Cluster	Streaming preroll impressions across 6 station streaming players: KGSR, KBPA, KROX, KLBJFM, KLBJAM, and KLZT		mp3 :15 or :30 sec	CPM	\$10	149,040	134,136	\$1,490.40
Page Sponsor	All	Custom Page	Emmis Austin Cluster	6 Air Quality blog inclusions (1 per month) across select station websites		Full SOV: 300x250, 728x90, 300x600, 320x50, 970x90, Skin OR Sponsor mention	Flat	N/A	N/A	N/A	\$3,000.00
Newsletter	Email	Native Content	Emmis Austin Cluster	1 Newsletter inclusion across select station websites linking to blog posts		Air Quality blog promo		\$150	5,000	4,500	\$0.00
Social Media	Facebook & Twitter	Native Content	Emmis Austin Cluster	6 social media bundles across select station websites linking to blog posts		6 boosted Facebook posts, 6 Twitter posts	Flat	N/A	48,000	43,200	\$1,950.00
TOTAL:								\$14.71	815,776	734,199	\$12,000