



Amendment No. 1  
Of  
Contract No. NA170000157  
For  
Transportation Demand Management Marketing Services  
Between  
Sue Ellen Jackson Marketing and Communications  
And the  
City of Austin

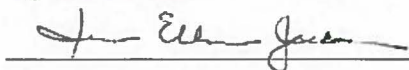
- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$6,000 effective as of the date this amendment is fully executed.
- 2.0 The total Contract amount is increased by \$6,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/30/2017 – 05/29/2018	\$26,000	\$26,000
Amendment No. 1: Administrative Increase 08/10/2017	\$6,000	\$32,000

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:



Printed Name: Sue Ellen Jackson  
Authorized Representative

Sue Ellen Jackson Marketing and Communications  
8827 Silverarrow Circle  
Austin, TX 78759

Signature & Date:

 8/15/17

Printed Name: Marian Moore

Title: Procurement Specialist III

City of Austin  
Purchasing Office



## City of Austin

**Purchasing Office, Financial Services Department**

P.O. Box 1088, Austin, TX 78767

May 12, 2017

Sue Ellen Jackson Marketing and Communications  
Sue Ellen Jackson  
Owner/Principal  
8827 Silverarrow Circle  
Austin, TX 78759  
[sejackson@austin.rr.com](mailto:sejackson@austin.rr.com)

Dear Ms. Jackson:

The City of Austin approved the execution of a contract with your company for Transportation Demand Management Marketing Services in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation Department
Department Contact Person:	Tien-Tien Chan
Department Contact Email Address:	<a href="mailto:Tien-Tien.Chan@austintexas.gov">Tien-Tien.Chan@austintexas.gov</a>
Department Contact Telephone:	512-974-7939
Project Name:	TDM Marketing Services
Contractor Name:	Sue Ellen Jackson Marketing and Communications
Contract Number:	MA 2400 NA170000157
Contract Period:	Twelve (12) Months
Dollar Amount	\$26,000
Requisition Number:	17033100403
Solicitation Type & Number:	RFQ MMO0401

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,

Marian Moore  
Procurement Specialist II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
SUE ELLEN JACKSON MARKETING ("Contractor")  
FOR  
TRANSPORTATION DEMAND MANAGEMENT MARKETING SERVICES  
MA 2400 NA170000157**

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 Sue Ellen Jackson Marketing and Communications having offices at 8827 Silverarrow Circle, Austin, TX 78759 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ MMO0401.

- 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), MMO0401 including all documents incorporated by reference
  - 1.1.3 Sue Ellen Jackson Marketing and Communications' Offer, dated April 24, 2017, including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This 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 a 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 \$26,000 for the Contract term. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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

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

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

**SUE ELLEN JACKSON MARKETING AND COMMUNICATIONS**



Signature

Sue Ellen Jackson

Printed Name of Authorized Person

Owner/Principal

Title

5/30/2017

Date

**CITY OF AUSTIN**



Signature

Marian Moore

Printed Name of Authorized Person

Procurement Specialist II

Title

5/30/17

Date



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

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**SOLICITATION NO:** 2400 MMO0401

**COMMODITY/SERVICE DESCRIPTION:** TDM Marketing Services

**DATE ISSUED:** April 5, 2017

**REQUISITION NO.:** 17033100403

**QUOTE DUE PRIOR TO:** Tuesday, April 25, 2017 at 10:00 AM CST

**COMMODITY CODE:** 91522

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

Marian Moore

Procurement Specialist II

**Phone:** (512) 974-2062

**E-Mail:** [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov)

**SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:**

**E-MAIL:** [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov)

**Fax :** (512) 974-2388

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

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

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

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	2
0700	REFERENCE SHEET – Complete and submit	1
0800	NON-DISCRIMINATION CERTIFICATION 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](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 8<sup>th</sup> 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: Sue Ellen Jackson Marketing and Communications

Company Address: 8827 Silverarrow Circle

City, State, Zip: Austin, TX 78759

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Sue Ellen Jackson

Title: Owner/Principal

Signature of Officer or Authorized Representative: 

Date: 4/24/2017

Email Address: sejackson@austin.rr.com

Phone Number: 512-345-5259

**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



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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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

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**13. PAYMENT:**

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

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

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

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

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

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

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

**17. 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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**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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the 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](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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SUPPLEMENTAL PURCHASE PROVISIONS  
TDM MARKETING SERVICES  
SOLICITATION NUMBER: RFQ MMO0401**

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 by one (1) week prior to the Solicitation closing date. Submissions may be made via email to marian.moore@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.



**CITY OF AUSTIN  
SUPPLEMENTAL PURCHASE PROVISIONS  
TDM MARKETING SERVICES  
SOLICITATION NUMBER: RFQ MMO0401**

- (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **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 a term of twelve (12) months
- B. Upon expiration of the term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Prices are firm and fixed for the contract term.

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)

**CITY OF AUSTIN  
SUPPLEMENTAL PURCHASE PROVISIONS  
TDM MARKETING SERVICES  
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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Transportation Department
Attn	Accounts Payable
Email	atdaccountspayable@austintexas.gov
Address	3701 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703

- B. The Contractor agrees to accept payment by 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

**CITY OF AUSTIN  
SUPPLEMENTAL PURCHASE PROVISIONS  
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signed by each employee directly assigned to the contract. The Employee Certification form is available online at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. **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

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SUPPLEMENTAL PURCHASE PROVISIONS  
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to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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:

Tien-Tien Chan - Austin Transportation Department

---

3701 Lake Austin Boulevard, Austin, TX 78703

---

512-974-7939

---

tien-tien.chan@austintexas.gov

**CITY OF AUSTIN  
SCOPE OF WORK FOR  
TDM MARKETING SERVICES  
SOLICITATION NO. MMO0401**

**1.0 INTRODUCTION**

The City of Austin Transportation Demand Management (TDM) Program's goal is to increase transportation system efficiency, reduce environmental impacts, and enhance quality of life through transportation demand management strategies.

The program reduces traffic congestion without spending millions of dollars building roadways. TDM is a whole variety of strategies that seek to increase the efficiency of our existing transportation system by encouraging travelers to shift away from always driving alone in their vehicles and away from driving during peak congested periods.

The City's TDM Program has three major focuses:

- 1.1 City of Austin Employee Strategies – programs that impact the 12,000+ employees who work for the City of Austin (Commute Connections, Smart Commute, etc.)
- 1.2 Community Wide Strategies – programs that impact Austin residents, employees, and visitors (Smart Trips Austin, Movability Austin, Mobility Challenge, Austin Strategic Mobility Plan, etc.)
- 1.3 Regional Strategies – supporting programs that our regional partners run (Clean Air Coalition's Air Central Texas Campaign, Capital Area Council of Government's Commute Solutions and myCommuteSolutions programs, etc.)

**2.0 PURPOSE**

The City seeks proposals to provide a cost-effective and qualified Contractor able to provide marketing and communications support for the City's TDM Program on an as-needed basis. The selected Contractor shall be skilled in marketing and knowledgeable about behavior change strategies and shall also be skilled in translating technical information into easy-to-understand language and infographics.

**3.0 CONTRACTOR'S RESPONSIBILITIES**

The selected contractor shall have the experience and capabilities to provide all of the following services and deliverables. The use of environmentally-friendly materials and approaches are preferred. The selected Contractor shall provide estimates and invoices for individual projects as required. Anticipated projects may include, but are not limited to, the following:

- 3.1 Marketing Plan
  - 3.1.1 Develop a marketing plan, in collaboration with the TDM team, create a timeline and prioritize the tasks listed below.
- 3.2 Website Maintenance
  - 3.2.1 Establish and manage written content for Smart Commute, Commute Connections, and other programs as needed.
  - 3.2.2 Establish and manage content on austin.texas.gov for TDM programs.
- 3.3 Articles and Flyers
  - 3.3.1 Develop newsletter articles and flyers for Smart Commute, Commute Connections, and other programs as needed. Contractor shall not be responsible for distribution.
  - 3.3.2 Develop monthly articles for CitySource (internal newsletter for City of Austin employees) and other internal newsletters.
- 3.4 Reporting
  - 3.4.1 Collect data on TDM programs.

- 3.4.2 Develop infographics for programs.
- 3.4.3 Create a report for the TDM program. The report shall be intuitively formatted to update periodically. The report shall include the ability to compare metrics over time.
- 3.5 Incentives
  - 3.5.1 Develop and oversee implementation of Smart Commute rewards, contests, and challenges. Smart Commute is an internal City of Austin employee program that allows employees to voluntarily track how they commute to and from work. The City intends to hold periodic incentives to encourage sustainable modes of commuting (.e.g you can win a gift card to X if you log bike commute trips during Bike to Work Week).
- 3.6 Meetings & Events
  - 3.6.1 Schedule and staff in-person events for Smart Commute, Commute Connections, and other programs as needed to supplement emails and newsletters with in-person information sharing. This may include conducting short presentations at existing departmental meetings (e.g. Safety Meetings) or staffing a table at an existing event (e.g. Earth Day).
- 3.7 Collateral
  - 3.7.1 Design and develop new mode specific collateral material for Commute Connections and other programs as needed.
- 3.8 Training
  - 3.8.1 Develop Commute Connections Training curriculum for internal City of Austin employees to encourage sustainable modes of commuting.
  - 3.8.2 Develop online TDM training modules.
  - 3.8.3 Coordinate and conduct TDM employee training.
- 3.9 Social Media Strategies
  - 3.9.1 Develop content for social media for community-wide strategies as needed.

#### 4.0 **CITY'S RESPONSIBILITIES**

The City will:

- 4.1 Reserve the right to determine whether to execute individual projects with the selected Contractor, in-house City resources, or to seek additional outside bids.
- 4.2 Provide overarching goals for each project, as well as the required content and design parameters. The Contractor shall work closely with the City to conceptualize, design, and develop materials based on the goals and content provided. The City will manage review cycles and edits for each project.
- 4.3 Provide data as needed.
- 4.4 Provide schedules of key programs.
- 4.5 Provide relevant background material regarding all programs.
- 4.6 Provide a dedicated point of contact to coordinate project tasks. The City staff will be involved with specific projects to provide technical expertise, content development, editorial reviews, and design reviews as needed.
- 4.7 Coordinate bidding and production of projects with printing and collateral vendors. In some instances, the City may request assistance from the Contractor in developing printer specifications and reviewing print proofs.

5.0 **DELIVERABLES/MILESTONES**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Marketing Plan	Marketing plan and timeline	Within 14 days of Contract execution	City approval	3.1
Updated Website	Updated Website based on requests	Within 7 days of request	City approval	3.2
Articles, Flyers	Final article or flyer	Within 7 days of request	City approval	3.3
Reporting	Draft Report Outline; Final Report	Within 3 weeks of final data received	City approval	3.4
Incentives	Reward, contest, or challenge development, implementation, and completion upon distribution of prizes;	Adherence to dates outlined in contest work plan	City approval	3.5
Meetings & Events	Meeting or event agenda and materials; minutes;	Within 14 days of request	City approval	3.6
Collateral	Draft collateral ideas;	Within 14 days of request	City approval	3.7
Training	Draft and final training content; minutes from trainings;	Within 2 months of request	City approval	3.8
Social Media	Social media content and site locations;	Within 7 days of request	City approval	3.9



**CITY OF AUSTIN**  
**PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**TDM MARKETING SERVICES**  
**SOLICITATION NUMBER: RFQ MMO0401**

**1. PROPOSAL FORMAT**

Submit one (1) scanned electronic version of the Proposal in .pdf format. The scanned Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs or blank pages 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 describing your understanding of the requested work and a brief summation of your firm's distinguishing strengths.

**Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0700 - Reference Sheet
- C. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- D. Section 0815 – Living Wages Contractor Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. 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:**

Describe your firm's experience and capabilities for the services and deliverables listed in the 0500 - Scope of Work. Include any prior experience with the City of Austin, Austin Transportation Department, and City municipalities in general.

**Tab 5 – Team Qualifications:**

Identify the specific Project Manager and Marketing professional 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 6 – Quality of Graphic Design:**

For the individuals proposed for this assignment, please provide at least three recent examples of marketing and creative design work, identified by individual. Examples of your firm's work may be referenced by providing the URL for specific pages on the company's web site.

**Tab 7 – Cost Proposal:**

Provide the standard hourly billing rate for each individual proposed to work on the project.

**Tab 8 – Exceptions to the Proposal:**

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,

**CITY OF AUSTIN**  
**PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**TDM MARKETING SERVICES**  
**SOLICITATION NUMBER: RFQ MMO0401**

qualifications or conditions not called for in the Solicitation.

**Tab 9 – 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.

**2. 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.

**3. PROPOSAL PREPARATION COST:**

All costs directly or indirectly related to preparation of a response to the Solicitation 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.

**4. EXCEPTIONS:**

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

**5. EVALUATION FACTORS AND AWARD:**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The City, on a rational basis, will select the successful Proposer. Evaluation factors outlined in Paragraph (B) below shall be applied to all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer. 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.

- i. **Demonstrated Company Experience and Personnel Qualifications:** Proposals will be awarded points based on relevant project experience. Maximum points will be awarded for companies and proposed personnel with the most relevant experience. **(35 points)**
- ii. **Quality of Marketing and Creative Projects:** Examples of creative work will be evaluated for their responsiveness to the project scope of work, and creative solution to specific communications objectives. **(35 points)**
- iii. **Cost Proposal:** Proposer with the lowest billing rates will be awarded the maximum points; other proposers will be awarded points on a pro-rated basis. **(30 points)**

# Sue Ellen Jackson

Marketing • Communications

8827 Silverarrow Circle  
Austin, Texas 78759  
(512) 345-5259  
E-mail: [sejackson@austin.rr.com](mailto:sejackson@austin.rr.com)  
[www.sejacksonmarketing.com](http://www.sejacksonmarketing.com)

April 24, 2017

Marian Moore  
Procurement Specialist II  
City of Austin, Texas  
Purchasing Office  
512-974-2062  
[marian.moore@ci.austintexas.gov](mailto:marian.moore@ci.austintexas.gov)

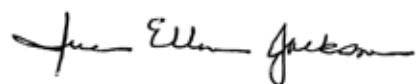
Dear Ms. Moore and the Evaluation Committee:

Sue Ellen Jackson Marketing and Communications provides this quote in response to RFQ 2400 MMO0401 for TDM Marketing Services. The City of Austin's Transportation Demand Management Program will benefit greatly from the solid and highly relevant experience of the team we have created to address this scope of work.

Locally, the Program will benefit from my broad experience as a marketing communications professional with expertise in strategy and planning, writing/editing, and project management. Through my firm's subcontracting, the Program will also tap into the exceptional talents of a graphic designer with more than 17 years of experience in transit and transportation projects for city, community and regional projects. She has already made a name for herself in Austin, and she is sure to impress your staff.

We welcome this opportunity to introduce ourselves to you. Read on to see how we can serve as an invaluable team resource as you seek to achieve your marketing and communications goals in the coming year.

Sincerely,



Sue Ellen Jackson  
Owner/Principal

Enclosures

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## **TAB 1: Executive Summary**

## **We Understand What You Mean**

From several careful readings of your solicitation plus two careers' worth of experience in marketing and communications strategy, writing, design, and implementation, we get it.

The Transportation Demand Management Program needs a team they can depend on to:

- energize and tailor messaging to City of Austin employees, the Austin community, and around the region to initiate real changes in the choices they make about transportation;
- create visually appealing graphics that entice viewers to read about how they can reduce travel demand and help the environment;
- develop graphics as a cohesive branding to be spread across materials generated by the Program, yet different looks for each initiative in order to distinguish programs; and
- organize complex information and present it using simple language that speaks to their everyday lives and a visual style that is easy for the reader to understand.

We are that team. Sue Ellen Jackson Marketing and Communications (SEJMC) builds teams that really work for clients. By subcontracting the on-target experience of graphic designer Robin O'Connell, SEJMC has already accelerated your progress.

We think it's going to be a great year in the promotional life of your Program.

## **What Sets Us Apart**

Great communication stems from a blend of inside and outside perspective. We commend you for recognizing this, and looking to form a partnership that combines your valuable insight with our objective viewpoints and creative talent to deliver exceptional results.

Four factors distinguish us among the field of potential partners for your Program's promotion:

### **We Solve Problems with Great Communication**

Rarely does a client come to us without a problem that needs solving, whether they recognize it at first or not. It's usually easier to see from the outside looking in. When our experience and creativity in communicating messages help an organization find a solution toward success, we know we have formed a valuable partnership.

Here are some examples of our successes:

- Austin's own CapMetro yields impressive community turnout for two Project Connect events through a new graphics campaign deployed across various print and social media channels

- A university service division simplifies its message and initiates personal visits to encourage internal clients to start using it
- A new hotel and conference center finally discovers its competitive advantage to create more effective messaging and more bookings
- A business district's "buy local" ads exceed all marketing objectives, growing into a citywide campaign that has contributed proceeds to local schools for the last six years

## **We Speak Transportation, Transit—and Austin Traffic!**

In the transportation sector, Robin O'Connell's projects have included multi-faceted campaigns for everything from community meetings to promoting ridership among students to environmental benefits of public transportation.

She has also worked on several smaller projects to promote transportation other than driving for both communities and city employees:

- Monthly parking pass in offsite parking structure as incentive for City of Santa Monica employees to receive unlimited bus rides
- Bike Map Brochure for City of Santa Monica which includes parks and schools to help parents navigate bike rides to school
- Logo for "Blue @ Night" which is Big Blue Bus' initiative for on-demand service connecting riders to Santa Monica's new 17<sup>th</sup> Street Metro station

Sue Ellen Jackson has lived and worked in Austin since 1990, when she commuted to work on IH-35 from Pflugerville to Ben White Boulevard during the construction of its flyover interchange. Having lived in six Austin zip codes, her personal commuting experience includes MoPac trips northbound and southbound across the city, and one on Capital of Texas Highway.

Sue Ellen currently longs for the completion of the MoPac expansion along with the rest of Austin and uses toll roads more and more frequently. For five years, she has impressed parents by taking her daughter's friends on MetroRail field trips in hopes that they will grow up to vote for transportation solutions along with her!

## **We Know Our Way Around City Projects**

This team has city savvy.

Robin O'Connell has a broad understanding of graphic and communication needs for cities and transit for over 17 years. She has worked with a wide variety of city departments/offices including Planning, Parking & Transportation, Transit, Economic Development, Public Works, Community Services, City Manager, City Attorney, Human Services, and Sustainability and the Environment.



Robin O’Connell currently holds five as-needed contracts in city and transit, including one in Austin:

- CapMetro and AECOM–Project Connect
- City of Santa Monica–Big Blue Bus
- City of Fontana–graphic design
- City of West Hollywood–graphic design
- City of Culver City–branding for Culver Village Business District

Through her CapMetro work on Project Connect, Robin’s work has served the City of Austin as a main partner as well as CAMPO, Texas Department of Transportation, Central Texas Regional Mobility Authority, and Travis County.

Sue Ellen Jackson has direct experience working for the City of Austin through temporary employment in marketing communications at Austin Energy. There, she completed many of same services and deliverables described in your solicitation for community, employee, and regional audiences. Sue Ellen managed projects in green building, emerging transportation technologies, weatherization assistance, multi-family and commercial energy efficiency, and customer assistance programs.

From 2009-2013, Sue Ellen provided strategy, writing and media relations services to Austin-Travis County Health and Human Services as a subcontractor on several public health initiatives. Her six-year tenure as a marketing manager at The University of Texas at Austin also served to frame her understanding of governmental entities, perspectives and processes.

SEJMC and Robin O’Connell Design maintain vendor certifications in their respective states, prioritizing governmental work. SEJMC has maintained City of Austin WBE status since 2002.

## **We Personify Responsiveness and Responsibility**

Your projects won’t get lost in a hierarchy of priority agency clients, because we just don’t work that way. Sue Ellen Jackson and Robin O’Connell have chosen to stay small and work on just a few projects at a time, generally on an as-needed basis.

We’re also two of the most responsible, responsive professionals you will ever meet. Timelines and deadlines mean a lot to us, and we stay organized and in touch throughout projects to ensure your goals get met.

Sue Ellen will provide an Austin presence to your staff, able to meet in person with you and serve at local events and presentations. As project manager, she will ensure the lines of communication between herself and Robin stay consistently open and connect you directly as projects dictate.

Robin works seamlessly with virtual clients in Austin and elsewhere via telephone and e-mail. CapMetro and other clients have hired her again and again without any communication issues. She believes in responding to client’s needs and addressing items right away.

**TAB 2: City of Austin Purchasing Documents**

**Section 0700: Reference Sheet**Responding Company Name Sue Ellen Jackson Marketing and Communications (for Sue Ellen Jackson)

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 Virtuin  
Name and Title of Contact Luiz Martinez, Owner and Principal Researcher  
Project Name TAMU Marketing Research Study, GSDM Team Texas Focus Groups  
Present Address 5425 Agatha Circle  
City, State, Zip Code Austin, TX 78724  
Telephone Number ( 312 ) 730-3613 Fax Number ( ) None  
Email Address luis@virtuinstrategy.com

2. Company's Name Austin Fertility & OB/Gyn Center  
Name and Title of Contact Vicki Rutledge, Business Manager (retired)  
Project Name Website Writing and Design, Rebranding, Social Media  
Present Address 217 Pioneer Passage  
City, State, Zip Code Bastrop, TX 78602  
Telephone Number ( 512 ) 415-0114 Fax Number ( ) None  
Email Address therutledges@austin.rr.com

3. Company's Name Teacher Retirement System of Texas  
Name and Title of Contact Howard Goldman, Director of Communications  
Project Name Website Consulting, Writing/Editing  
Present Address 1000 Red River Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 542-6508 Fax Number ( 512 ) 542-6426  
Email Address howard.goldman@trs.texas.gov

## Section 0700: Reference Sheet

Responding Company Name Sue Ellen Jackson Marketing and Communications (for Robin O'Connell)

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. Capital Metro

Dan Dawson - VP Marketing & Communications  
Project Connect Public Outreach Campaign  
2910 East 5th Street  
Austin, TX 78702  
(512) 389-7550  
dan.dawson@capmetro.org

Jessica McHarg - Program/Project Manager  
Project Connect Public Outreach Campaign  
2910 East 5th Street  
Austin, TX 78702  
(512) 369-6575  
Jessica.McHarg@capmetro.org

### 2. Santa Monica's Big Blue Bus

Jennie Campos, Community Engagement Officer  
Little Blue Book: 110-page booklet of route maps and schedules  
1660 7th Street  
Santa Monica, CA 90401  
(310) 458.1975 ext. 5541  
Jennie.Campos@SMGOV.NET

### 3. San Luis Obispo Regional Transit Authority

Mary Gardner, Manager, Marketing & Community Relations  
Regional Bus Maps  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 788-2706  
mgardner@slorta.org

**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 24th day of April, 2017

CONTRACTOR Sue Ellen Jackson Marketing and Communications

Authorized Signature 

Title Owner/Principal

**Section 0815: Living Wages Contractor Certification**

Company Name Sue Ellen Jackson Marketing and Communications

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.

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
Robin O'Connell (subcontracted, not employed)	Graphic/Infographic Designer

**\*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 Sue Ellen Jackson Marketing and Communications

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

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

Answer: Resident Bidder

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

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_



### **TAB 3: Authorized Negotiator**

The authorized negotiator for SEJMC is:

Sue Ellen Jackson  
8827 Silverarrow Circle  
Austin, TX 78759  
512-345-5259  
[sejackson@austin.rr.com](mailto:sejackson@austin.rr.com)

## **TAB 4: Professional Experience & Capabilities**

## **We Like the Way You Work**

SEJMC provides advance written estimates to ensure clear communication of project details and bill by the project when invoicing. We appreciate your interest in using environmentally-friendly materials and approaches; we have promoted and implemented green concepts and practices often as part of past projects.

## **Contractor's Responsibilities**

The SEJMC team possesses the experience and capabilities to provide each of the services and deliverables described in your solicitation. We are comfortable with the timelines outlined in the milestones chart.

***Note:** For more detailed examples of our creative solutions to communications objectives, how our strategies help change behavior and simplify messaging, and city-based experience, see Tabs 5 and 6.*

## **Marketing Plan/Strategy**

Our investigative and thought work frequently begins with a client's problem at hand and a desire to change behavior. We seek wisdom from inside the organization and also welcome outside perspective in creating a working plan for improved communication solutions. We believe in developing affordable, achievable strategies with defined timelines and budgets.

## **Website Maintenance (Content Only, per Addendum 2)**

Sue Ellen Jackson serves as an accomplished, versatile writer who has created content for more than a dozen websites during her career, often revising and restructuring content to develop an entirely new presence. She can also write to fit specific site guidelines or design templates. Sue Ellen finds that clients often need to have existing collateral and website content simplified and edited for the most effective website use. Read more about her recent website successes in Tab 5.

## Articles and Flyers

From her very first job to the present, writing skills have impressed Sue Ellen Jackson's supervisors and clients. Her writing style and voice have adapted effortlessly from promotional copy of all lengths and purposes to technical training content for medical and computing professionals and back again. She also has experience writing for employee newsletters as part of her past work at Austin Energy and for a major health system.

Sue Ellen's writing samples span three decades of projects including flyers and newsletters, and many are now displayed only in her physical portfolio, available on request. The online portfolio at [www.sejacksonmarketing.com](http://www.sejacksonmarketing.com) showcases some consulting project writing for brochures, magazines, and press releases. In Appendix A, she has provided an article soon to appear in the Concordia University Texas magazine.

## Reporting

The SEJMC team loves examining data and simplifying complicated messages. We have many annual reports, infographics, and highly detailed projects in our portfolios. Sue Ellen has provided a sample of a findings report for a Texas A&M University marketing research project in Appendix B.

For CapMetro's Project Connect, Robin O'Connell has designed collateral and a series of infographics for meeting presentations which discuss implementation of high-capacity transit solutions to greatly improve travel into, out of, and around central Austin. Sample topics include: How Transportation Projects Get Funded and Built, Goals and Objectives, and Purpose and Needs. Robin has provided several infographic and detailed design samples in Tab 5.

## Incentives

Organization and attention to detail are our middle names. Sue Ellen Jackson knows that the key to success in developing and implementing an employee incentive program lies in understanding the audience, testing new ideas with a small group first, communicating clearly and comprehensively about both the contest and the rules, choosing incentives that motivate, responsibly measuring activity and

post-evaluation. She has managed incentive projects on a small scale for clients and volunteer organizations.

## Meetings and Events

In promotional roles for multiple employers and as a consultant working with internal teams, Sue Ellen has planned, staffed, and presented at many program events, employee meetings, and fairs. She delivers a professional presentation with a personable demeanor and actually enjoys public speaking. Her work in this area extends to planning and facilitating focus groups.

## Collateral

The SEJMC team shines when it comes to pairing words and images. Sue Ellen Jackson approaches each project collaboratively with graphic designers to achieve an ideal balance between content and visuals rather than allowing one to overshadow the other.

Robin O'Connell maintains a rich portfolio of relevant work experience that evidences her creative solutions to specific communications objectives. For examples of both team members' past work in meeting communications objectives, see Tab 5.

## Training

Through six years as a marketing manager for UT Austin's continuing education division and subsequent consulting projects, Sue Ellen Jackson worked alongside professional development trainers and assisted in developing and promoting adult learning programs for several departments. She also edited three employee training manuals concurrently as a communications specialist for the Texas Medical Foundation. Sue Ellen's understanding of training and materials development and strong presentation skills will serve as an asset to your Program.

Robin O'Connell develops Power Point presentation templates that Sue Ellen Jackson can populate with simple, straightforward employee training curricula. She also designed the presentation for CapMetro's Project Connect community meetings which appears in Tab 6.

## **Social Media Strategies**

Sue Ellen Jackson's ability to write concise and compelling copy transitions easily into social media applications. She understands the unique value of each channel and knows how to use each for maximum effectiveness and reach. While typically not hired to manage postings for clients, she frequently prepares content and recommendations for posting.

## **TAB 5: Team Qualifications**



## **Project Team Roles**

The SEJMC project team will assume these roles for the duration of the contract:

**Project Manager:** Sue Ellen Jackson

As your primary point of contact, Sue Ellen will manage project timelines and communication and attend in-person meetings

**Marketing Professional:** Sue Ellen Jackson

Sue Ellen will fulfill all project responsibilities except graphic/infographic design, including marketing strategy/planning/analysis, content writing/editing, training and events project management/presentation

**Graphic/Infographics Designer:** Robin O'Connell

Robin will fulfill all design project responsibilities and participate virtually in strategy and project planning as necessary to meet client goals

Resumes and highlighted projects for both team members follow on eight pages.

## Marketing • Communications

Comprehensive communications or promotional strategies, competition analysis, communications audits

Websites, brochures, ads, newsletters, blogs, manuals, proposals, articles, logo and identity packages, marketing collateral

Messaging and media list development, story pitching, interview coaching

Studies, focus group facilitation, stakeholder recruitment, public engagement

Launches, events, publications, website redesigns, staff training

## Strategy development, writing/editing, monitoring

State of Texas HUB  
City of Austin WBE  
City of Austin DBE

915-01	915-71	924-16
915-03	915-73	924-60
915-07	915-96	924-71
915-22	918-07	952-22
915-23	918-26	961-53
915-27	918-27	961-90
915-48	918-38	962-34
915-52	918-76	

[illegible]

[www.sejacksonmarketing.com](http://www.sejacksonmarketing.com)

## **Highlighted Projects Related to Scope of Work**

### **Teacher Retirement System of Texas**

Website Redesign Writing/Editing (2016)

*www.trs.texas.gov*

Wrote new content and consulted on edits to proposed content for homepage and seven Tier 2 pages for completely new site launch

Met with internal web team from six departments to understand site goals and make recommendations

Simplified content to meet targeted reading-level requirements and provided new content to fit provided page designs

### **Austin Fertility and OB/GYN Center**

Website Rebranding, Redesign (2015)

See site pages at [www.sejacksonmarketing.com/portfolio](http://www.sejacksonmarketing.com/portfolio)

Major rebranding, revision and expansion of existing website content, architecture and graphics to meet changing audience needs

Management of a three-member team of graphic designer, web developer and social media assistant while serving as content creator

### **Texas A&M University School of Law (via Virtuin)**

Marketing Research Study for San Antonio Market Expansion (2014-15)

*See final report in Appendix B*

Wrote findings report, consulted on Power Point presentation and presented findings to university dean and committee

Assisted marketing research team in two cities with project management and higher education insight

Translated research terminology into language that academic officers could understand and relate to

### **Austin Energy (City of Austin)**

Marketing Communications Consultant/Account Lead (2010)

*Project samples available in physical portfolio*

Interfaced with managers from four AE business areas to consult on, write and coordinate projects such as marketing strategies, promotional collateral and community events

Trained in and followed bid process and purchasing guidelines, company marketing practices and procedures, approved writing and editing style

### **UT Division of Instructional Innovation and Assessment (DIIA)**

Internal Marketing Plan (2006)

*See marketing plan outline in Appendix C*

Assessed existing marketing strategy through staff interviews, communications audit, and audience research

Developed and wrote a marketing plan to motivate faculty and employees begin using DIIA services instead of older campus resources or handling project themselves

Simplified program descriptions and refocusing promotional materials on benefits were key to the marketing strategy

Consulted on employee communications plan for newly formed division

### **Austin-Travis County Health & Human Services (via SUMA Social Marketing)**

Public Health Initiative Campaigns (2009-13)

*Samples available in physical portfolio*

Pitched World AIDS Day educational event to Austin broadcast and print media, resulting in 5 to 10 earned media placements each year

Recruited key healthcare stakeholders for a special City of Austin flu prevention project

Pitched Central Health Connection's grassroots healthcare survey campaign to Austin broadcast and print media

### **AT&T Executive Education and Conference Center (UT Austin)**

Opening Marketing Strategies, Website Redesign (2008-09)

*See site pages, feature story at [www.sejacksonmarketing.com/portfolio](http://www.sejacksonmarketing.com/portfolio)*

Researched and clarified facility's competitive advantage to focus messaging on benefits

Completed more than 20 media and print projects over 14 months

Worked on a team to rewrite, revise and expand the center's website

Established contact with 150 national, regional, state, local and campus media outlets, resulting in 48 earned media placements

### **UT Professional Development Center (UT Austin)**

Marketing Manager (1996-2002)

*Samples available in physical portfolio*

Launched new professional development center by combining and refining three existing marketing strategies on a three-month timeframe, resulting in \$2 million revenue during first year

Developed targeted publicity plans for continuing education programs aimed at specific professional audiences, modifying the plans as media trends and budget constraints dictated

Assisted five professional trainers and five program developers in creating successful offerings and related collateral

### **Texas Medical Association Alliance**

Bee Wise Immunize Initiative for Back-to-School (2006)

*Samples available in physical portfolio on request*

Won the Texas Medical Association Alliance Advocates of Health Award for zero-budget work to promote back-to-school immunization clinics to targeted, at-risk Travis County populations

The summer clinics delivered 11 percent more immunizations, and the number of AISD students without current shots at the start of school dropped from 4,700 to 500.



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3044 Paula Drive ■ Santa Monica, CA 90405-5823

## **ROBIN O'CONNELL: WORK EXPERIENCE**

### ***Creative Director/Owner | Robin O'Connell Design | 1994 - Present***

Specialize in developing custom graphic design solutions for municipalities, business improvement districts, transit agencies and non-profits. Projects include branding, brochures, logos, infographics, maps & directories, signage, outdoor banners, advertising, web graphics and more! Collaborate with clients to produce visually exciting images that communicate their needs in a clear, simple format.

Clients: City of Santa Monica, City of West Hollywood, City of Fontana, City of Malibu, City of Manhattan Beach, Big Blue Bus, Torrance Transit, South County Transit RTA, Austin's Capital Metro, The Sunset Strip and West Hollywood Design District

City Departments Include: Community Services, Economic Development, Planning (Traffic & Parking), Transit, Public Works, City Manager's Office, City Attorney's Office, Human Services and Office of Sustainability.

### ***Director of Creative Services | The MacPhee Group | Pasadena, CA 1989 - 1993***

Design firm specializing in children's entertainment and licensed characters. Second in command, reported directly to owner/principal. Projects included exhibit design, packaging, logos, key art development, styleguides, catalogs, P.O.P., collateral and advertising.

Responsibilities: Concept and design for a variety of entertainment projects, reviewed portfolios, supervised and hired staff of six as well as freelance designers and illustrators, client meetings and presentations, project management that included daily client contact, scheduling and estimates for all jobs.

Clients: Marvel Comics, Hanna-Barbera, Hallmark Cards, Warner Bros., Sega, MCA, Sony Wonder, Turner Publishing, Polygram, Time Warner Interactive and Buena Vista Television

### ***Art Director | Hi-Tops Video | Los Angeles, CA 1986 - 1988***

Video company specializing in children's programs such as Charlie Brown, Pee-Wee's Playhouse and Barbie. Reported directly to V.P. Marketing. Projects included packaging, key art development, logos, advertising, P.O.P., posters and collateral.

Responsibilities: Art directed outside design firm on all projects and organized schedules, wrote annual creative budget and oversaw monthly costs, purchased all printing and was involved in marketing strategy for various licensed characters.

## **SKILLS**

Organizational Skills: Accustomed to working with highly detailed information such as maps, directories and graphs. Excellent at taking complex information and conveying it clearly both visually and verbally.

Software: Excellent skills in InDesign, Illustrator, Photoshop, Quark; Also work in Word, Excel, PowerPoint.

Web Knowledge: Have designed and developed several websites and web graphics working with highly skilled programmers. Projects have included database driven directory maps and mobile sites.

## **EDUCATION**

Florida State University, BFA in Drawing and Painting, Minor: Art History

Florida State University Florence Program: Art History, Florence, Italy

## History & About Us

Robin O'Connell Design (ROD) has been in business for 20 years, providing cost-effective, quality design for Southern California. We are small in size, but packed with big capabilities and lots of experience. Historically, we have an extensive background in the entertainment industry working with Sony Music, Sesame Street, Universal Studios and Lions Gate Entertainment. In 1997, we began working with Downtown Santa Monica and by 2000 expanded our client base in the municipal and public sectors. Our areas of expertise currently include developing and creating successful design strategies for Municipalities, Transit, Tourism and Business Improvement Districts (BIDs).

With over 15 years in public information design, we understand the importance of simple, clear communication both visually and verbally. We have been hired by cities such as Santa Monica, Fontana, Manhattan Beach, West Hollywood, Malibu and Torrance. Our experience spans a variety of departments including Planning, Parking & Transportation, Transit, Economic Development, Public Works, Community Services, the City Manager's Office, the City Attorney's Office, Human Services and the Office of Sustainability and the Environment. We have completed multiple contracts for specific projects with City of West Hollywood (client for 10 years) and City of Santa Monica (client for 15 years). ROD is currently contracted for "as needed" graphic design services with City of West Hollywood, City of Fontana, and in the past has held "as needed" contracts with Big Blue Bus (BBB) for 6 years.

We have designed a wide array of projects for cities and transit including logos, brochures, advertising, bus and kiosk signs, light pole banners, postcards, websites, annual reports, newsletters, fliers, invitations and event graphics. We are accustomed to developing original, highly-creative concepts and also welcome working within an existing brand and templates. Our goal is to always provide a uniqueness for each project and develop graphics with multiple elements for a variety of uses.

Throughout the design process, Robin interacts directly with clients in order to fully understand the goals of a project, discuss their direction and creative input and always follows through on the smallest of details. We view our projects as a team effort, generally with a city division and often times with multiple departments or entities (i.e. BIDs, CVBs or local non-profits). Our work is always on time, developed in a cost-effective manner utilizing the software best suited for a project, and all files are extremely well organized for the end user.

*Robin O'Connell Design is a certified small business and micro business with the state of California, #1754914. We are also 100% woman owned.*

## **History & About Us** *(continued)*

We have designed all of the projects noted below for our clients in the public sector.

### ■ **Designs for Print**

Advertising  
Annual Reports  
Booklets  
Brochures  
Decals  
Direct Mail  
Flyers  
Graphics Style Guides  
Interior Bus Signs  
Invitations  
Logos  
Newsletters  
Postcards  
Posters  
Presentation Folders  
Stationery  
Take Ones/Rack Cards

### ■ **Designs for Digital/Interactive**

Banner Ads  
Evites  
Eblasts  
Digital Screen Ads  
Power-Point Decks & Presentations  
Responsive Websites & Mobile Sites  
Web Buttons  
Websites

### ■ **Infographics**

Bus Schedules  
Diagrams  
Graphs  
Infographics  
Maps & Directories  
Timelines

### ■ **Large Graphics for Outdoor Signs & Advertising**

Bus Wraps  
Exhibit Graphics  
Exterior Bus Signs  
Kiosk Signs  
Light Pole & Street Banners  
Magnetic Signs  
Signage  
Wayfinding & Directory Signage

### ■ **Designs for Specialty Printing Processes**

Consumer Products & Promotional Items:  
T-Shirts, Enamel Pins, Shopping Bags, Hats,  
Pens & Pencils, Wallets, Towels, Water Bottles,  
Mugs, Toys, Embroidered Shirts, Gift Cards  
and Swipe Cards

### ■ **Miscellaneous**

Copy Editing  
Copy Writing



## Qualifications

Robin O'Connell has over 25 years experience as a Creative Director in the field of graphic design. Managing her own studio since 1994, Robin now specializes in the field of public information graphics and map design. Being a small studio allows her to work closely with each client to establish a creative solution for their marketing and public outreach goals.

Many of the projects Robin has worked on, as outlined on the next two pages, are examples of campaigns with multiple pieces that tie together visually and communicate in specialized ways to the public. Whether marking bus stops on maps or making sure event dates are easy to read, Robin knows that the goal of public information graphics is to be clear, accurate and visually inviting.

Robin has excellent organizational skills which she utilizes to develop highly detailed infographics such as maps, directories, graphs, charts and timetables. We are accustomed to taking complex information and communicating it in a clear, visual design that is easy for the end user to understand. Such projects have included: parking map and directory for The Sunset Strip; schedules and maps for Big Blue Bus' Little Blue Book; walking map with over 600 merchants for City of Beverly Hills' CVB; and City of Fontana's annual report. Our work is always double checked for accuracy and clients have come back to us for detailed graphics many times over the years.

In overseeing large projects, Robin's years in entertainment provided invaluable experience in project management, taking jobs from concept to delivery on very tight deadlines with multiple changes and legal requirements along the way. She can plan, budget, schedule, and implement projects in a variety of media.

Robin grew up working at her family's printing company and has first-hand expertise in print production. In addition to digital and offset printing, she has experience with die cutting, bindery, metallic inks, spot varnish, holograms, hot stamp, and silkscreen printing. For the web, she has created websites, banner ads (including animated), web buttons, responsive and mobile sites. Robin is able to provide all graphic design services as outlined in the RFQ in a personal, efficient and cost effective manner.

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## **TAB 6: Quality of Graphic Design**

## **Relevant Design Samples**

Robin O'Connell has provided some relevant samples of past design projects from her expansive portfolio on the following pages. Additional portfolio samples for Robin can be found at [www.robinocconnell.com](http://www.robinocconnell.com).

## Project Connect Urban Rail Public Outreach Campaign

Client: Austin's CapMetro

Urban Rail is coming to Central Texas and below are just a few of the materials we have designed to inform the community about the new transit project. This contract included the following deliverables which were used to promote CapMetro's public meetings as well as to inform attendees at the meetings: 4-page Flyer with Infographics, Black & White Flyers, Print Ads, Web Banners, Evaluation Brochure with Infographics & Evite.

### WHY ARE WE HERE?

CENTRAL TEXAS is one of the fastest growing areas in the country, with approximately 100 people moving to the region each day. That population boom is causing growing pains. The time has come to address the growing concerns we have about preserving a high quality of life.

The U.S. Census estimates commuters swell Austin's population by 147,000 (19.2%) every weekday. Many of these people are commuting into the Central Corridor area.

The Central Corridor study is one of several studies underway to identify projects that can connect together seamlessly to form the regional high-capacity transit vision known as Project Connect.

The Project Connect: Central Corridor team has developed a comprehensive process to involve the public in identifying a preferred corridor, mode and route to improve mobility in the urban core.

The public's involvement is crucial to making the region's high-capacity transportation system successful and their input will be fully taken into account throughout the decision making process.

We would like to ask for your help in spreading the word to friends, family, neighbors and co-workers. We all have a stake in this and we all have a voice.

### THE FACTS!

On a typical 12-mile drive to and from work, a Central Texan can save from **\$6,500 to \$9,500** annually by switching to transit.

Texans who live in areas served by public transportation **save 398 million gallons of fuel annually.**

One person switching to public transit can reduce carbon emissions by 20 pounds, or more than **4,800 pounds in a year.**

Public transportation produces **95% less carbon monoxide, 90% less volatile organic compounds (VOCs) and nearly 50% less carbon dioxide and nitrogen oxide per passenger mile as private vehicles.**

Austin is the **4th most congested metro area in North America** and the **12th most congested metro in the world.**

From June 2012 through June 2013, each **Austin driver wasted an average of 40.2 hours per year stuck in congestion.**

### BACKGROUND INFO

THE CENTRAL CORRIDOR STUDY IS SPECIFICALLY FOCUSED ON:

1. Identifying the needs of Austin's urban core
2. Determining reasonable and feasible alternatives
3. Evaluating the alternatives
4. Selecting a locally preferred alternative (LPA)

OF THE NINE CORRIDORS identified by Project Connect, the Central Corridor was ranked among the top two corridors in the region in the categories of:

1. Congestion
2. Core (trips to downtown)

HOW THE PUBLIC CAN GET INVOLVED.

- Meetings will be set up at a variety of times, locations and formats to make it as convenient as possible for people to attend
- Presentations will be made to organizations that people already belong to - if you belong to one, please consider requesting a briefing
- Workshops and open houses will be held around town
- Webinars will be held to allow online participation

The public will be involved at every step of the planning process. The input received by the Project Connect Central Corridor team will

### CENTRAL CORRIDOR HIGH-CAPACITY TRANSIT STUDY

September 2013

#### CENTRAL CORRIDOR

AUSTIN

#### THE HEARTBEAT OF CENTRAL TEXAS

With such attractions as the Capitol Complex, the University of Texas (including Darrell K. Royal Stadium and the Frank Erwin Center), Downtown Austin, Lady Bird Lake, the future UT-Dell Medical School and special events including South by Southwest and the Austin City Limits Music Festival, the Central Corridor is a major employment and entertainment destination in the region.

The Central Corridor is loosely bounded by Ranch-to-Market 2222 to the North, Oltorf to the South, Springdale/Grove to the East and MoPac to the West.

With a projected 48% employment increase and an expected population growth of 42% by 2035, more and more people will work and play in the Central Corridor.

- More than 197,000 employees (22% of the entire Central Texas region workforce) work within the Central Corridor.
- Each day, approximately 269,000 work trips to the Central Corridor occur, with an additional 47,000 trips taking place within the Central Corridor that same day.

### BE A PART OF THE SOLUTION

Join us for an upcoming workshop to help shape Central Texas' next major transit investment.

projectconnect  
central corridor

### LET'S GET MOVING!

Join us for an upcoming meeting to help shape Central Texas' next major transit investment.

projectconnect  
central corridor

## Public Outreach Flyer with Infographics + Web Banner Ads

August 2013 - February 2014

## Project Connect Public Outreach Materials

Client: Austin's CapMetro

These items are print pieces distributed at the public meeting for Project Connect in Austin. The event included several transit and public intities in central Texas as well as residents. The purpose was to explain the needs and goals of expanding public rail service throughout the area.



### PROJECT PURPOSE AND NEED

**Project Connect's purpose** is to improve existing high-capacity transit services and develop new high-capacity transit projects that provide efficient travel options into, out of and around Central Austin. Better and more efficient high-capacity transit is needed to manage our region's growth, work within our limited ability to build new infrastructure and lessen the negative impacts of the region's rising costs of living. Project Connect will identify new transit-supportive policies and infrastructure projects to connect Central Texans.

- Project Need #1:** Explosive Growth.....2
- Project Need #2:** Better Transportation Choices....3
- Project Need #3:** Affordability.....4
- Project Need #4:** Regional Connectivity.....5

Infographics Source: CAMPO, CAMPO 2040 Regional Transportation Plan; Center for Neighborhood Technology; Capital Metro; USCA American Community Survey

projectconnect.com

A METRO



### GOALS AND OBJECTIVES

#### GOALS

- Customer Experience:** Increase the efficiency, attractiveness and use of high-capacity transit into, out of and around Central Austin.
- Reliability:** Provide frequent, reliable high-capacity transit service along dedicated right-of-way into, out of and around Central Austin.
- Sustainability:** Contribute to a socially, economically and environmentally sustainable transit network that travels into, out of and around Central Austin.
- Land Use and Policy:** Support "compact and connected" land use and development patterns.
- Implementation and Operations:** Develop and select community-supported transit projects.

#### OBJECTIVES

- Provide reliable, frequent service.
- Provide a trip that's as good as or even better than driving alone through traffic.
- Provide safe and comfortable transit service, amenities and facilities.
- Make the best use of our current transit system and improve that experience by allowing transit vehicles to travel in their own dedicated lanes, separate from the rest of traffic.
- Connect to existing and planned transit services.
- Establish a more balanced transportation system that encourages walking, bicycling and transit use.
- Combat the rising cost of living by providing safe, affordable alternatives to car ownership.
- Reduce energy and natural environment.
- Make using transit and for people.
- Encourage compact, increasing service centers.
- Support compact, increasing service centers.
- Incorporate high transportation p
- Choose transit public and gove
- Define and sele
- Ensure the sele so that they are to operate.

**We are all affected by traffic congestion.**

- Roughly 300,000 trips are made into central Austin daily.
- In 2014, drivers in Central Texas lost more than 51 million hours due to congestion. You spent more than 6 days just sitting in traffic!
- The costs paid for these delays — by both businesses and residents — exceeded \$1 billion in 2014 due, in part, to slowed commerce, lost productivity and gas consumption.

projectconnect.com



### WHAT IS PROJECT CONNECT?

Project Connect is the Central Texas transit plan that will create real, tangible transit projects that offer an alternative to mind-numbing traffic congestion. It will create options that move more people more quickly and sustainably throughout the region. The resulting network will connect people, places and opportunities using high-capacity transit.

The Project Connect team will work together with stakeholders and the public to identify and evaluate potential transit projects. Through multiple engagement opportunities like workshops and open houses, participants will propose ideas, rank projects and review data. The ultimate goal is to build and implement high-capacity transit solutions to greatly improve travel into, out of and around central Austin.

Connected and coordinated. Intertwined and inter-local. Progressive and proactive. *That's the promise of Project Connect.*

**High-capacity transit features:**

- Dedicated lanes out of mixed-flow traffic or priority treatment when running in traffic
- More frequent (every 15 minutes or less) with extended service hours
- Uses technology to enhance the passenger experience

**“It's time for a change; let's stop thinking about how we move more cars and think instead about how we move more people.”**

— Linda Watson, President/CEO, Capital Metro

#### WHY DO WE NEED PROJECT CONNECT?

Project Connect will address the following issues:

- Explosive growth** - More cars on the road means more congested roadways.
- Congestion** - New roads alone can't solve congestion.
- Affordability** - More people are moving farther out due to housing costs, but now they're having difficulty getting to work or recreation.
- Connectivity** - Areas with growing concentrations of jobs, housing, retail and services demand better access via more connected transit options.

With your help, the Project Connect team will work to identify:

- Enhancements to existing services** - We'll consider recommended improvements to existing high-capacity transit services (MetroRapid, MetroRapid and MetroExpress) that can be implemented quickly and with limited financial impact.
- Funding strategies** - We'll identify potential funding sources to help cover the costs associated with implementing and maintaining transit services, facilities and infrastructure.

#### TOP 5 BENEFITS OF PROJECT CONNECT:

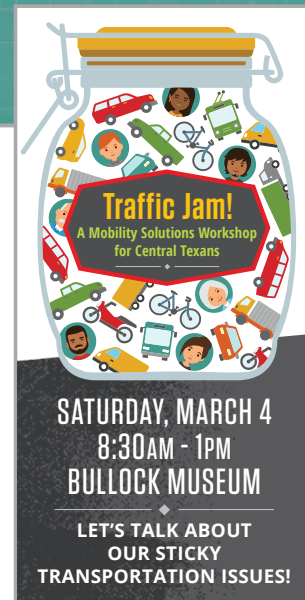
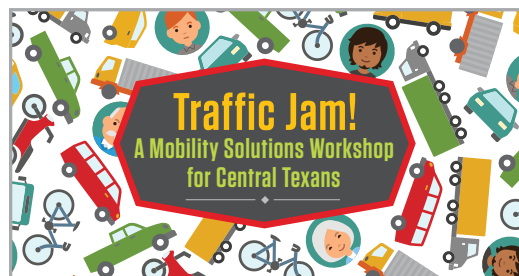
- 1 New travel options**  
New high-capacity transit solutions will improve our community's mobility options for traveling into, out of and around central Austin.
- 2 Move more people, faster**  
New infrastructure and high-capacity transit options will separate transit from auto traffic to make daily commutes more reliable, sustainable and quicker.
- 3 Direct service**  
More direct routes, with improved connections to activity centers and denser parts of town, will help you get where you want to go.
- 4 Reduce the wait**  
A transit network with arrivals every 15 minutes or less, plus extended hours earlier in the morning and later at night, means you'll spend less time at the stop or station.
- 5 Real, workable solutions**  
The resulting financial and implementation plan will create project priorities and timelines, and identify ways to pay for building and operating selected projects.

## Horizontal Brochure with Infographics + Flier + 4-page Brochure

## Traffic Jam Public Outreach Campaign

Client: Austin's CapMetro

This campaign promotes an important public meeting held to discuss solutions for the City of Austin's "sticky" transportation issues. We designed the concept and expanded it to an extensive amount of collateral including posters, print and digital ads, a PowerPoint Deck, Fliers, Signage, Rack Cards and an Evite.



Logo + Evite + Social Media Ads





## PowerPoint Deck for Project Connect

Client: Austin's CapMetro

This custom designed PowerPoint deck was created for the Traffic Jam event where transportation studies and infographics were presented to talk about expanding and enhancing rail services in Central Texas.



Slide 2 is titled 'Project Connect & Connections 2025'. It contains two bullet points: 'Connections 2025' and 'Project Connect'. The 'Connections 2025' bullet point lists three items: 'Maximize existing fixed route bus operations and develop high frequency network', 'Minimal capital and O&M cost increase', and 'Add transit enhancements on top of high frequency network'. The 'Project Connect' bullet point lists two items: 'New construction of major transit investments that qualify for Federal funding assistance' and 'Minimal capital and O&M cost increase'. To the right of the text is a map of Austin showing the proposed transit network with various colored lines representing different transit modes.



## Earth Day Bus Ads

Client: City of Santa Monica's Big Blue Bus

Designs promoting the environmental benefits of public transportation.





## TAP Ads

Client: City of Santa Monica's Big Blue Bus

Ads promoting riding Big Blue Bus to catch the Expo Line.



**BLUE TO  
EXPO IS  
A TAP  
AWAY!**



Big Blue Bus now provides connections to 7 stops on the Expo Line. Use your TAP card for quick, easy access on BBB and Expo.

[BigBlueBus.com/TAP](http://BigBlueBus.com/TAP)



**BLUE  
TO EXPO  
IS A TAP  
AWAY!**



Big Blue Bus now provides connections to all 7 new Expo Line stations. Use your TAP card for quick, easy access on Big Blue Bus and Expo.



[BigBlueBus.com/TAP](http://BigBlueBus.com/TAP)



**Blue to  
Expo is  
a TAP  
Away!**



Big Blue Bus now provides connections to 7 stops on the Expo Line. Use your TAP card for quick, easy access on BBB and Expo.

[BigBlueBus.com/TAP](http://BigBlueBus.com/TAP)

Ads

## Employee Parking & Bus Campaign

Client: City of Santa Monica

This campaign was aimed at city employees to encourage them to park off-site in order to free up parking near City Hall. As an incentive, the purchase of the parking pass was offered at 50% plus the pass included free rides on Big Blue Bus. This gave employees the option to either bus to work, or park off-site and use the Downtown Ride bus route to their office.

# Save 50%

## On Your Monthly Parking!

Current monthly parkers: take advantage of this limited-time offer now!

Lock-in your discounted rate until 2014 and save \$60/month – that's \$720/year!

Receive a Big Blue Bus unlimited ride pass through 2014 – a value of almost \$3,000!

Seize the moment – and this offer!

Visit [www.smgov.net/parking](http://www.smgov.net/parking) for details. Reserve your rate today at (310) 576-4743. Questions? E-mail [Parking.Office@smgov.net](mailto:Parking.Office@smgov.net).

Civic Center Parking  
+ the Big Blue Bus

Tap to Park

Swipe to Ride

### Downtown Santa Monica

**Entrances to Civic Center Parking Structure & Lot**

- A Bus Stop A (east side of 4th Street)
- B Bus Stop B (south side of Olympic Dr.)

**Entrances to Civic Center Parking Structure & Lot**

- Structure Entrance
- Lot Entrance 7L
- Lot Entrance 7R

**Bus Stops**

- Route 2
- Route 3
- Route 4
- Route 9

**Downtown Ride Route & Stops**

**Landmarks**

- 1L Third Street Promenade
- 2L BLUE: The Transit Store
- 3L Santa Monica Place
- 4L City Hall
- 5L Public Safety
- 6L Civic Center Parking Structure
- 7L Civic Center Parking Lot

Postcard + Parking/Bus Pass + Map

**RO** DESIGN  
Robin O'Connell

46

## **TAB 7: Cost Proposal**

## **Hourly Rates**

The SEJMC team will provide services as described in the scope of work at the following hourly rates:

Sue Ellen Jackson: \$95/hour

Robin O'Connell: \$85/hour

## **TAB 8: Exceptions to the Proposal**

# ATTACHMENT A



## CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

**Solicitation Number:** 2400 MMO0401

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:**

SEJMC accepts as written 0300, 0400, and 0500 sections above. We respectfully request a partial exception to A4 in Addendum 2 as stated below.

**Justification:**

SEJMC can certainly meet an anticipated contract effective date in May or June 2017. However, any graphic design work could not begin before June 15 with Robin O'Connell due to her prior work commitments and minor renovation of her office space. Sue Ellen Jackson could begin promptly during May or early June to develop marketing strategies, project timelines, and other non-design tasks.

## **TAB 9: Proposal Acceptance Period**

## **Proposal Acceptance Period**

Sue Ellen Jackson Marketing and Communications warrants this proposal valid for a period of 180 calendar days subsequent to the RFQ closing date.



## **Appendix A**

# NEW INITIATIVES

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BY SUE ELLEN JACKSON



As innovation and responsiveness increasingly determine the success of colleges and universities, Concordia University Texas answers the challenge. Three new academic initiatives demonstrate our agility in responding to the needs of today's students and tomorrow's workforce. Two of these initiatives focus on the explosion of healthcare industry needs; a third initiative brings Concordia into focus for Austin's ever-expanding entrepreneurial business community.

Left:  
Nursing Students from left:  
Paul Bertodatto, Danielle Quigley, Tracy Brown and Kylie McPherson  
Below:  
Incubator for Innovation and Impact



RYAN PENINGTON  
AARON TURNER



LANDE HOLT



## ACCELERATED BACHELOR OF SCIENCE IN NURSING PROGRAM

66

*With many nurses retiring out of the profession, it is our duty to keep up with the demand by providing more educational options"*

*-Kathy Lauchner, Ph.D., RN., School of Nursing Director*

A nationwide nursing shortage is expected to hit critical levels in the U.S. over the next decade, and Texas is no exception. That's why Concordia University Texas will expand its nursing program to offer a new, accelerated path into the field.

Concordia announces the launch of its Accelerated Bachelor of Science in Nursing (ABSN) program in Austin, specially designed for students looking to change career paths without starting over. Students can leverage their existing non-nursing college credits to earn a BSN in 16 months. No prior healthcare experience is required to transition into the new program.

A combination of online coursework, on-site experience in our state-of-the-art skills and simulation lab and clinical rotations create a blended learning model. Rotations take place in Austin-area facilities of Seton Healthcare Family, Austin's top healthcare employer.

Lisa MacDonald Garcia, a December 2016 graduate of Concordia's traditional BSN program, says she would have welcomed the accelerated program with open arms.





▲  
Above:  
Nursing students  
in clinicals



RYAN PENINGTON  
AARON TURNER

"As a military wife with three small kids and no extended family nearby to offer support, I struggled to stay committed to my education. Thankfully, Concordia's instructors set themselves apart from what fellow nurses have told me about their nursing program experience. They truly held me up as my personal cheerleaders."

Austin's healthcare sector is a prime destination for registered nurses (RNs) because of the rapidly aging baby boomer population. RN employment is projected to grow swiftly in all three major Texas markets-- Dallas-Fort Worth, Austin and Houston. According to the Texas Department of State Health Services, the current RN shortage hovered around seven percent in 2015, and data predicts a 20 percent shortfall by 2030.

Why has the shortage of nurses continued to mount in recent decades despite all the warning signs? Many qualified applicants are currently being turned away from Texas nursing programs due to enrollment caps or limited capacity in those programs. In 2014, nursing programs in Austin, Dallas-Fort Worth and Houston col-

lectively turned away more than 4,800 qualified applications due to lack of program capacity. The fast-track option developed by Concordia will also allow students to enter the nursing workforce sooner, likely doubling the number of graduates annually.

"With many nurses retiring out of the profession, it is our duty to keep up with the demand by providing more educational options," says School of Nursing director Kathy Lauchner, Ph.D., RN. "Our Accelerated BSN program in Austin will provide students the opportunity to develop critical-thinking, leadership and communication skills, allowing them to bridge the nursing gap and excel in a variety of healthcare professions."

Concordia's Accelerated BSN program will have three start dates each year. The first start is scheduled for August 2017.

To learn more:

➔ [absn.concordia.edu/](http://absn.concordia.edu/)  
☎ 1.866.891.1371



# NEW GLOBAL HEALTH PROGRAMS IN THE SCHOOL OF BUSINESS AND COMMUNICATION

Concordia students pursuing a Bachelor in Business Administration choose among various pathways to direct their degree toward an emphasis that leads each to do their most meaningful work: accounting, finance, human resources, management and marketing. Beginning in Fall 2017, they can also elect to concentrate their studies in global health and economic development. In addition, Concordia will offer a new stand-alone Bachelor of Arts degree in Global Public Health, a multi-disciplinary program that prepares students for a vocation that promotes population wellness and focuses on solving public health problems.

"We have developed two unique programs that train students in the art and science of preventing disease and promoting health so that they will have a very strong impact on the growth and development of a society's economy, infrastructure and overall development," explains Glendene Lemard-Marlow. "Students will study key content areas such as: globalization, trade and health policy; comparative healthcare systems; public health organizations, ethics and law; immigration, violence, disasters and health; and health communication."

Where Concordia's new accelerated nursing degree program described earlier will have direct, hands-on impact on the future health of Americans, the new degree in Global Public Health and the concentration in global health and economic development fulfill a broader, yet equally important perspective on health care's future.

In today's world, health is a measure of quality of life and has great impact on human productivity in the labor force. A healthy workforce is a productive workforce. Health trends are changing in both developed (high-income) and developing (low- and middle-income) countries. As the world becomes increasingly interdependent, health concerns in different parts of the world affect us all.

Diseases travel without passports. Good practices in human resource management, finance, marketing and administration are essential for the proper functioning of companies and industries; the health industry is no different. This is why, at Concordia, our students will be trained to take on the breadth and depth of issues that cross disciplines and help to promote a healthy society.

Concordia students will have opportunities for experiential learning in a wide variety of organizations in the health sector at the international, state, local and community level. Study-abroad opportunities will help train students in intercultural communication and sensitivity in order to meet the needs of our increasingly diverse populations.

In Texas, which is a microcosm of our wider world, students will both learn how to work with diverse communities



## Meet Dr. Glendene Lemard-Marlow

**Dr. Glendene Lemard-Marlow**, is an Assistant Professor in the School of Business and Communication in the College of Professional Studies at Concordia University Texas. She is the Program Director of the Bachelor of Business Administration concentration in Healthcare Administration and remains a Visiting Scientist in the Department of Health Policy and Management at the Harvard T.H. Chan School of Public Health where she completed her postdoctoral studies as a Yerby Fellow. Prior to coming to Concordia she worked as the Managing Director of the Greater Springfield-UMass Amherst Partnership- an economic development program to revitalize the struggling city of Springfield, Massachusetts. In addition, Dr. Lemard-Marlow taught for seven years at the University of Massachusetts at Amherst.

She specializes in violence prevention using a global public health approach and works on the topic and its economic impact on developing countries and vulnerable populations in developed countries. She conducted her Ph.D. dissertation research in Jamaica where she received a fellowship from the Centers of for Disease Control and Prevention using injury surveillance guidelines to understand better the underlying factors impacting the rising rate of homicides in the country. At Concordia University Texas, Dr. Lemard-Marlow has been working to develop the type of curricula that covers breadth and depth of issues that affect the standard of life and the economic, social and political well-being of peoples both in the U.S. and abroad. She is very excited to share the skills she has learned in the classroom and in the field to nurture the academic growth of students as they prepare to pursue their own vocation and calling in the global health arena.

and populations from all over the world and the skills and competencies to work with vulnerable populations in our state.

Graduates with a Bachelor of Arts degree in Global Public Health or a Bachelor of Business Administration degree with a concentration in global health and economic development will be highly prepared for success in overseas assignments, positions in national and international health-related organizations, and employment with the core health industries in the U.S. and other countries.



## INCUBATOR FOR INNOVATION & IMPACT

# GRAND OPENINGS AND BIG OPPORTUNITIES

LANCE HOLT

Vision transforms into reality at Concordia this spring as our Incubator for Innovation and Impact officially opens on May 18. The incubator for community and student entrepreneurs serves as a shining example of Concordia's commitment to help people find true vocation and do meaningful work.

Its inception on our campus also represents the birth of a unique ecosystem for future innovation. Local entrepreneurs will enjoy broad access to any Concordia discipline, its experts and resources to help build stronger ventures all around. Students will have access, too, as they build their entrepreneurial skills and witness real-world application of classroom concepts. Student talent and manpower will also enhance many projects.

In late February, emerging entrepreneurs joined area tech industry mentors and investors for a preview of the incubator space when industry experts shared their insights about the impact of innovation. Tech Ranch founder and Concordia incubator project partner Kevin Koym led the panel discussion. Already a seasoned Austin incubator site, Tech Ranch will contribute proven entrepreneurial training programs, mentors and other events for the new incubator, located in Building B.

The Incubator for Innovation and Impact was made possible by a gift from Bill and Joyce Thomas.

### MEMBERSHIP BENEFITS:

Through paid monthly membership, individuals gain access to these complimentary benefits:

- ▶ 24/7 Access
- ▶ Library and Database Access
- ▶ Mentor Sessions/Events
- ▶ Parking
- ▶ Access to Investors
- ▶ MBA Project/Consulting
- ▶ Subject Matter Expert Office Hours
- ▶ Cafeteria Discount
- ▶ Commuter Shower
- ▶ Concierge Support
- ▶ Printer
- ▶ Official USPS Mailbox
- ▶ Snacks, Coffee, Tea
- ▶ Gym Access
- ▶ Preferred Vendor Discounts

For other information about Incubator membership,

→ [incubatorctx.com](http://incubatorctx.com)

☎ 512.910.5702

Support for this worthwhile initiative can be made at

→ [concordia.edu/makeagift](http://concordia.edu/makeagift)



## Appendix B



# Texas A&M School of Law Final Research Report

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*Market Study on Degree Programs in San Antonio*

February 11, 2015

Prepared for:

Andy Morriss, Dean

Aric Short, Vice Dean

Maxine Harrington, Associate Dean

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## 1 Executive Summary

### Research Objective

Texas A&M Law School commissioned this research to analyze the legal education market in San Antonio, Texas. As a new entrant into the San Antonio market, Texas A&M School of Law wanted to assess demand for Master of Jurisprudence (M.Jur.) and Master of Laws (LL.M.) offerings prior to launch.

### Key Findings

With the right mix of features and benefits, Texas A&M School of Law has a strong likelihood of becoming the market leader. Virtuin's study indicates that the Aggie brand holds preference in both the M.JUR. and LL.M. markets.

#### *Master of Jurisprudence Key Findings*

The M.JUR. market has the largest pool of eligible and interested recruits by both percentage and total numbers. Additionally, this market tested as most viable for the law school. Virtuin's market simulation demonstrates Texas A&M's opportunity to capture the largest market share in multiple scenarios. The fact that the Aggie brand is preferred 200 percent more than the St. Mary's brand contributes to this opportunity. The ideal M.JUR. program candidate is a currently-employed professional seeking to significantly move up the career ladder, driven by salary increase and career advancement.

#### *Master of Laws Key Findings*

Although the LL.M. market is more niche, or dependent on specialization, the law school would also experience success in this market. With this degree, prospective students indicated that they would prefer an executive weekend program with a concentration in intellectual property at a cost of \$25,000. The Aggie brand still enjoys a brand preference in this market but not as high as in the M.JUR.. The ideal LL.M. candidate works at the management level but seeks career growth by switching employers. Virtuin's simulation model forecasts that Texas A&M School of Law could capture the largest market share for the LL.M. program under a handful of scenarios.

The caveat to these key findings is that the shrinking Juris Doctorate (J.D.) market would highly impact the growth of the LL.M. degree. Consequently, Virtuin envisions moderate growth in the initial years followed by a plateau in enrollment should the J.D. market conditions maintain.

### Value Creation

Texas A&M School of Law has a viable opportunity to establish itself as the leader in the San Antonio market. The study measured the preference for the following attributes:

- Brand – Law School
- Course Delivery
- Teaching Format

- Student-Teacher Ratio
- Tuition
- Concentration
- Completion Time

This study evaluated all of these attributes and concluded that Texas A&M Law School has a strong likelihood to leverage its strong brand along with other key features to dominate this market. Texas A&M Law School can satisfy consumer demand by packaging an ideal M.JUR. and LL.M. degree program for two distinct market segments.

### Recommended Marketing Strategy

Virtuin recommends:

- Prioritize the M.JUR. degree
- Offer a flexible program
- Market the program available to surrounding cities
- Communicate the desired benefits and features outlined in this report for each of the respective ideal candidates

## 2 PHASE 1: SHARPENING THE RESEARCH OBJECTIVE

Virtuin designed the Phase 1 qualitative research to sharpen the quantitative research objective of Phase 2. Information derived from this phase shaped the survey to assess the demand among prospective students for the envisioned law programming and degrees in San Antonio.

For this primary phase, Virtuin leveraged the power of In-Depth Interviews (IDIs) with six key administrative departments from the Texas A&M School of Law. The purpose of the IDIs, site/participant selection, participant demographics and discussion highlights are explained in detail in Virtuin’s “Qualitative Research Phase Report” to Vice Dean Short dated November 26, 2014.

## 3 PHASE 2: DATA GATHERING

### Objective

Rich qualitative data gleaned during Phase 1 fed into a Phase 2 quantitative survey focused on three areas: measuring the importance and likelihood to enroll in courses to aid in curriculum planning; preferred features of law school programs in terms of price, type of program, course delivery and structure to aid in determining market share and marketing strategy; and standard demographic questions to profile the respondents.

### Recruitment

Virtuin’s research team designed two quantitative online surveys targeted to prospective students in major Texas cities, one for the M.Jur. and one for the LL.M. degree. Participants in each of the surveys had to pass a series of screener questions to ensure that we collected opinions from relevant sources. To review the screener question, see pages 12 and 15. Under the team’s direction, a leading online data collection agency conducted the surveys from January 5 – 14, 2015.

### Sample Size

The M.Jur. collected opinions from 222 individuals. The LL.M. survey collected responses from 140 participants. For more information on the types of individuals targeted for the online surveys, see visuals presented in the appendices of this report on page 19.

### Survey Design

Virtuin designed the online survey as a blind instrument, ensuring that Texas A&M would not be identified to respondents. Additionally, Virtuin’s research team constructed a survey that

achieved an R-squared of .95. This metric enabled the survey to measure 95 percent of otherwise hard-to-quantify decision-making processes among respondents.

For the content of the two prospective student surveys, see Appendices 1 and 2.

### **Secondary Qualitative Research**

Many of the questions posed by Texas A&M School of Law in the initial request for proposal could be answered using the Phase 2 quantitative survey, and the interpretation of the data appears in the next section. As the request for proposal stated, however, Virtuín needed to conduct additional, secondary qualitative research during this phase in order to present findings on market share, occupational trends, and other indicators of program demand.

Virtuín researched San Antonio's overall employee profile, business climate, and its current and potential climate for international business through data provided by the City of San Antonio Economic Development Council, Free Trade Alliance, Census Bureau, Texas Workforce Commission, and Department of Labor Statistics.

## **4 INTERPRETING PHASE 2 DATA**

In the interpretation of the Phase 2 data, Virtuín will present many interesting findings, many of which can prove useful as Texas A&M School of Law moves forward. Readers may also find it helpful to refer to the Power Point presentation dated February 11, 2015 for visual representation of these findings.

### **Estimating Market Demand**

The Conjoint Analysis technique has one of the strongest track records for predicting market demand. Therefore, it is highly valued by not only marketers but also by finance and operations professionals. To estimate demand for each of the two proposed law education degrees in San Antonio, Virtuín analyzed three factors: market trends, the stated likelihood of survey respondents to apply to each respective degree program, and results of the conjoint analysis described in the next section.

#### **M.Jur. Market Demand**

Using secondary research to determine how many individuals in the San Antonio market currently have a Bachelor's degree, Virtuín estimates a market size of 4,000 M.JUR. prospects who would possess both the interest in and academic eligibility to apply.

#### **LL.M. Demand**

Based on the number of registered attorneys in San Antonio, Austin, Houston, Corpus Christi and the Rio Grande Valley, Virtuín calculated an estimate of 1,400 LL.M. prospects. Virtuín decided to include such a broad geographic area because quantitative LL.M. study results showed a clear preference for course delivery in an executive weekend program that would

allow for regional applicants, and because San Antonio is the southernmost point of law schools in Texas.

When applied in the existing San Antonio market where St. Mary's University currently offers the only LL.M. degree program and will launch the state's first M.JUR. program in fall 2015, Virtuin's research model predicts very strong opportunity for Texas A&M School of Law. Market domination appears relatively easy to achieve in a short period of time, even up to 83 percent. The level of demand for a Texas A&M program, of course, depends in large part on how well the School of Law abides by the findings of the conjoint analysis outcomes as to preferences for teaching format, course delivery and tuition as described in the next section.

### Creating the Ideal Program

The power of conjoint analysis survey design lies in its ability to inform and advise various functions—academic affairs, marketing and finance—in a single study. Academic Affairs uses the findings to marshal resources. Marketing leverages the insights to develop and promote the product. Finance uses the data to calculate return on investment, average cost per student and break-even analysis.

### Comparing Features and Brand

Comparison data from the conjoint portion of the surveys will help Texas A&M School of Law determine pricing and estimated market share for new programming in San Antonio. Features tested in the two surveys included: school, teaching format, course delivery, student-teacher ratio, tuition, completion time, and concentration.

With respect to brand, the blind survey compared law school education at Texas A&M, St. Mary's, and University of Houston. Both M.JUR. and LL.M. survey audiences scored Texas A&M higher in every case. Texas A&M topped St. Mary's by 30 percent (LL.M.) and 50 percent (M.JUR.), in spite of the fact that St. Mary's is currently the only local provider of an LL.M. degree and just introduced the city's first M.JUR. program to begin in fall 2015. Texas A&M edged out University of Houston by just 10 percent (LL.M.), but leaped to a 200 percent stronger brand preference for a M.JUR. degree.

Combining the findings for features and brand as well as significant demographic factors, Virtuin developed ideal profiles for each degree, M.JUR. and LL.M.. Accounting for teaching format, course delivery and tuition, the research showed that the ideal program for either degree is an executive weekend program with hybrid on campus and online delivery at a cost of \$20,000 (LL.M.)/\$25,000 (M.JUR.). However, two additional features surfaced that Texas A&M could incorporate to increase its market share. See *Simulating the Market: Models for Market Share* section near the end of this report for more detailed information on these features.

Of course, no institution can fully emulate the "ideal" program. Texas A&M leadership will need to study the academic feasibility and financial viability of these profiles to create the best offerings.

### Programs Balanced in Preference and Practicality

As the realities of academic, budgetary and location considerations come into play during the program development phase, Texas A&M School of Law will find that the ability to “move the lever” on one or two features will allow it to create a program that still meets the prospective market’s interest, but also delivers on both quality of instruction and revenue potential.

In Virtuin’s experience, clients should focus on the top four or five features that impact the majority of the decision, approximately 75 percent. The M.JUR. degree respondents demonstrated that six out of the seven features have a significant impact on the student’s decision making. Only student-teacher ratio did not have a significant impact on a prospective student’s decision to apply. This means that Texas A&M School of Law could develop a winning program from several combinations of features that have equal interest among prospective students.

LL.M. respondents, however, clearly identified both teaching format and total cost as strongly impacting their decision. Clear marketing research outcomes like these indicate that the easiest and quickest return on investment from a new LL.M. program will come from emphasizing those two features. Yet, Concentration, Course Delivery and Completion Time can have direct impact on the market share of a new LL.M. program.

Research results indicate strongly that Texas A&M possesses the brand preference across the board to develop new San Antonio programs. M.JUR. programming should emphasize concentration completion time, teaching format, and course delivery; LL.M. programming must prioritize teaching format, cost, concentration and completion time.

In the financial analysis, it is surely good news that student-teacher ratio did not have significant impact for either degree. Class sizes tested positively in a range from 10-25 students.

### Desired Benefits

Sound marketing research surveys include cross tabulations on demographics and behavior that demonstrate intent to purchase. Virtuin’s research among prospective students led to identification of the significant factors that indicate likelihood of enrolling in each respective degree.

For a M.Jur. candidate, the significant factors that indicate a high likelihood to enroll are: salary increase and career advancement. Prospective students perceive the M.JUR. degree as a vehicle for upward career mobility. Marketing collateral should stress these benefits to prospective M.JUR. candidates. Texas A&M can leverage two additional insights in attracting these students. First, these currently employed prospects appeared eight times more likely to enroll. Second, they exhibit less likelihood of changing employers upon completing the M.JUR. degree. The profile of a likely M.JUR. student might indicate that they simply want to expand their overall understanding of law as it relates to their existing position, or perhaps to take on legal duties that previously required hiring the consulting services of an outside attorney.

For LL.M. respondents, four distinct and significant findings emerged: they use law school websites to research educational options, they plan to leave the current employer upon obtaining the degree, they hold a managerial position, and their resistance to enrolling in at



least a full-time program increases with the number of children at home. The profile of a likely LL.M. student seems to center around a need for career progression, as in taking on increasing responsibility at a larger or more prominent firms or moving to larger corporate settings than the one in which they currently work.

#### Studying Subject Matter: Attracting the Largest Market

In determining the types of subject matter that would most interest prospective students, Virtuin first sought input from Vice Dean Short regarding likely course titles. The survey tested about 12 subject areas for each degree program to aid in determining preferred concentration areas. For a list of the course titles used in the surveys, see Appendices 1 and 2.

For the M.JUR. market, respondents demonstrated a strong interest in enrolling into each of the courses. This indicates a high demand for the topic areas. For the LL.M. market, respondents were more discriminant. Although only an LL.M. had a Latent Needs Score of 10, the rest of the topic areas did not garner as much interest. However, this could still provide a viable revenue stream as certificate courses.

For both degrees a course titled “Resolving Disputes: Negotiation, Mediation, and Arbitration” had the highest Latent Needs Score.

## 5 Examining the Business Landscape

While the San Antonio market is a known quantity for Texas A&M University-San Antonio’s diverse undergraduate and limited graduate programs, it is uncharted territory for the School of Law. Virtuin conducted secondary qualitative research to help define the local and international business landscape that could influence the success of future law education programming:

- San Antonio MSA’s top five occupations speak to its reputation as a city of predominantly hands-on workers rather than executives and wealthy elite: registered nurses, general and operations managers, heavy and tractor-trailer truck drivers, elementary school teachers, and first-line retail sales supervisors.
- The Texas Workforce Commission has projected job growth among attorneys between 2012-2022 at about 1,075 positions and the annual median wage in 2013 at \$115,465.
- Of 109,186 San Antonio companies, more than 35 percent are military, with financial services and school districts each coming in next at about 13 percent.
- Internationally speaking, San Antonio ranks 67<sup>th</sup> out of 100 U.S. cities for exports as a percent of the GDP, totally \$9.2 billion in 2013.
- International business creates 28,450 jobs in San Antonio, including 1,898 direct export jobs in the management and legal fields in 2013.
- San Antonio’s exports and foreign direct investments are concentrated in Brazil, France, Germany, Japan, Mexico, the Netherlands, and the United Kingdom.

Another factor for consideration in entering the San Antonio market is the status of employer contributions toward tuition reimbursement for potential students. About one-fourth of the

respondents to both surveys said their current employers provide some annual allowance for education. About half of those M.JUR. prospects with reimbursement reported limits of \$5,000 or less. LL.M. prospects varied greatly, with 42 percent receiving \$5,000 or less annually. However, the upper ranges stated by some respondents indicate that many employers do contribute more than the IRS tax-deductible cap of \$5,250.

## 6 Simulating the Market: Models for Market Share

While the formal request for proposal did not specify the information provided in this section of the report, VirtuIn believes strongly in providing market simulation as part of its analysis of the Texas A&M School of Law data. A unique value-add among VirtuIn's services, market simulation helps clients to use the research to "look into the future" and predict their market share among the competition. VirtuIn has created fixed profiles for sole local competitor St. Mary's University and its existing LL.M. and announced M.JUR. offerings. Based on research outcomes, the model places a proposed successful Texas A&M program alongside any competing program (full- or part-time, LL.M. or M.JUR.). Then, the VirtuIn research team experiments with the data by simulating a change in any given feature, just as Texas A&M might do in making decisions about the program's attributes. VirtuIn's research findings helped to determine which features should change, and which ones appeared the most important to leave constant.

For each of the two degrees in both one-year and two-years show some impressive findings and predictions, including:

### TAMU Law M.JUR.

#### *One-Year*

- 61% market share for a program with the following features on-campus only, \$25,000, 15 to 1 Student-Teacher Ratio with concentration in Intellectual Property

#### *Two-Years*

- 83% market share for a program with the following features Executive Weekend, Hybrid online/campus, 15 to 1 ratio, \$25,000 with concentration in Intellectual Property

### TAMU Law LL.M..

#### *One-Year*

- 60% market share for a program with the following features hybrid online/campus, \$25,000, 25 to 1 Student-Teacher Ratio with concentration in International and Comparative Law

#### *Two-Years*

- 74% market share for a program with the following features Executive Weekend, Hybrid online/campus, 25 to 1 ratio, \$25,000 with concentration in International and Comparative Law

## 7 Conclusion

Through the course of this two-pronged research study on the San Antonio legal education market, three words summarize the overall findings: room for growth.

In fact, with the right mix of features and benefits, Texas A&M School of Law has a strong likelihood of becoming the market leader for both the M.Jur. and the LL.M. degrees in just a few years due to brand popularity among prospective students.

The caveat to these key findings is that the shrinking J.D. market would highly impact the growth of the LL.M. degree. Consequently, Virtuin envisions moderate growth in the initial years followed by a plateau in enrollment should the J.D. market conditions maintain.

### Recommended Marketing Strategy

Based on the detailed findings and interpretations presented in this report, Virtuin recommends that Texas A&M School of Law take the following actions:

- Prioritize the M.JUR. degree
- Offer a flexible program
- Market the program available to surrounding cities
- Communicate the desired benefits and features outlined in this report for each of the respective ideal candidates

Virtuin is both pleased and honored to have been selected to conduct this study. We believe that you will find the information valuable to develop your strategic plan. Our team looks forward to hearing about your success.

## 8 Next Steps

Although budgetary considerations did not allow further investigation as part of this study, Virtuin recommends conducting a study of the San Antonio domestic and foreign business communities in the near future to further define areas of concentration, marketing strategies, and employee reimbursement criteria for proposed new programming.

## **Appendix C**

**The University of Texas at Austin**  
**Division of Instructional Innovation and Assessment (DIIA)**  
**Internal Marketing Plan**  
**September 2006-August 2007**

**Position Statement**

The Division of Instructional Innovation and Assessment (DIIA) fulfills a unique role among UT's myriad of instructional design and assessment services as the only campus department accessible to the whole University rather than a specific school or college. Its measurement and assessment services, in fact, are unique among campus options. Originating through a merger of three independent centers in July 2001, DIIA has struggled with establishing its new identity and publicizing the breadth of its services among faculty, graduate students, department chairs and other campus departments.

Although recordkeeping is not centralized in one department, it appears that in FY 2005-2006, DIIA served perhaps 350-500 of the total 2,734 teaching faculty at UT (about 15 percent, not including assistant instructors). DIIA's goal is to ultimately serve at least 30 percent. The division provided services of some kind to 17 of 19 UT schools and colleges plus some campus departments and programs.

The DIIA staff reports that the overall academic culture of UT is focused not on good teaching, but good research. The division is plagued with faculty having negative perceptions about their role, such as the interventional services of the Instructional Consulting and Research staff and the sense that the Instructional Assessment and Evaluation section is really up to accreditation and evaluation of individual performance.

*Headings for Plan Sections Which Followed:*

**Primary Plan Objectives**

**Marketing Audiences and Targeted Subgroups**

**Key Benefits for the Total Primary Audience**

**Targeting Subgroups within the Primary Audience**

**Strategies to Reach the Total Primary Audience (All Teaching Faculty)**

**Strategies to Reach Specific Subgroups of the Marketing Audience**

**The Main Message/ iDIIA (Idea)**

**Continuing Communication**

**General Marketing Recommendations and Notes**

***Appendix A: List of Materials to Use at Department Chair Meetings***

**Section 0700: Reference Sheet**Responding Company Name Sue Ellen Jackson Marketing and Communications (for Sue Ellen Jackson)

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 Virtuin  
Name and Title of Contact Luiz Martinez, Owner and Principal Researcher  
Project Name TAMU Marketing Research Study, GSDM Team Texas Focus Groups  
Present Address 5425 Agatha Circle  
City, State, Zip Code Austin, TX 78724  
Telephone Number ( 312 ) 730-3613 Fax Number ( ) None  
Email Address luis@virtuinstrategy.com

2. Company's Name Austin Fertility & OB/Gyn Center  
Name and Title of Contact Vicki Rutledge, Business Manager (retired)  
Project Name Website Writing and Design, Rebranding, Social Media  
Present Address 217 Pioneer Passage  
City, State, Zip Code Bastrop, TX 78602  
Telephone Number ( 512 ) 415-0114 Fax Number ( ) None  
Email Address therutledges@austin.rr.com

3. Company's Name Teacher Retirement System of Texas  
Name and Title of Contact Howard Goldman, Director of Communications  
Project Name Website Consulting, Writing/Editing  
Present Address 1000 Red River Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 542-6508 Fax Number ( 512 ) 542-6426  
Email Address howard.goldman@trs.texas.gov

## Section 0700: Reference Sheet

Responding Company Name Sue Ellen Jackson Marketing and Communcations (for Robin O'Connell)

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### 1. Capital Metro

Dan Dawson - VP Marketing & Communications  
Project Connect Public Outreach Campaign  
2910 East 5th Street  
Austin, TX 78702  
(512) 389-7550  
dan.dawson@capmetro.org

Jessica McHarg - Program/Project Manager  
Project Connect Public Outreach Campaign  
2910 East 5th Street  
Austin, TX 78702  
(512) 369-6575  
Jessica.McHarg@capmetro.org

### 2. Santa Monica's Big Blue Bus

Jennie Campos, Community Engagement Officer  
Little Blue Book: 110-page booklet of route maps and schedules  
1660 7th Street  
Santa Monica, CA 90401  
(310) 458.1975 ext. 5541  
Jennie.Campos@SMGOV.NET

### 3. San Luis Obispo Regional Transit Authority

Mary Gardner, Manager, Marketing & Community Relations  
Regional Bus Maps  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 788-2706  
mgardner@slorta.org

**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 24th day of April, 2017

CONTRACTOR Sue Ellen Jackson Marketing and Communications

Authorized Signature 

Title Owner/Principal

**TAB 2: City of Austin Purchasing Documents**

**Section 0700: Reference Sheet**Responding Company Name Sue Ellen Jackson Marketing and Communications (for Sue Ellen Jackson)

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Name and Title of Contact Luiz Martinez, Owner and Principal Researcher  
Project Name TAMU Marketing Research Study, GSDM Team Texas Focus Groups  
Present Address 5425 Agatha Circle  
City, State, Zip Code Austin, TX 78724  
Telephone Number ( 312 ) 730-3613 Fax Number ( ) None  
Email Address luis@virtuinstrategy.com

2. Company's Name Austin Fertility & OB/Gyn Center  
Name and Title of Contact Vicki Rutledge, Business Manager (retired)  
Project Name Website Writing and Design, Rebranding, Social Media  
Present Address 217 Pioneer Passage  
City, State, Zip Code Bastrop, TX 78602  
Telephone Number ( 512 ) 415-0114 Fax Number ( ) None  
Email Address therutledges@austin.rr.com

3. Company's Name Teacher Retirement System of Texas  
Name and Title of Contact Howard Goldman, Director of Communications  
Project Name Website Consulting, Writing/Editing  
Present Address 1000 Red River Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 542-6508 Fax Number ( 512 ) 542-6426  
Email Address howard.goldman@trs.texas.gov

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Austin, TX 78702  
(512) 369-6575  
Jessica.McHarg@capmetro.org

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1660 7th Street  
Santa Monica, CA 90401  
(310) 458.1975 ext. 5541  
Jennie.Campos@SMGOV.NET

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(805) 788-2706  
mgardner@slorta.org

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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 24th day of April, 2017

CONTRACTOR Sue Ellen Jackson Marketing and Communications

Authorized Signature 

Title Owner/Principal

**Section 0815: Living Wages Contractor Certification**

Company Name Sue Ellen Jackson Marketing and Communications

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.

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
Robin O'Connell (subcontracted, not employed)	Graphic/Infographic Designer

**\*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 Sue Ellen Jackson Marketing and Communications

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

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

Answer: Resident Bidder

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

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_