



## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

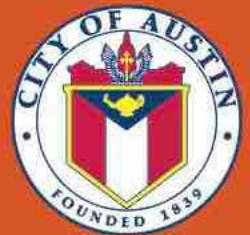
**DATE:** September 20, 2017

**TO:** Memo to File

**FROM:** Liz Lock, Procurement Specialist II

**RE:** MA 5500 NA170000233

This Master Agreement Contract was created and administered by Economic Development. The department has authority to execute informal solicitations under \$50,000 but not for service contracts with a term. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this Master Agreement Contract other the creation of the payment mechanism for accounting purposes.



# *Economic Development Small Business Program*

*August 17, 2017*



August 17, 2017

Mr. Blake Smith  
Financial Analyst III  
City of Austin Economic Development Department  
301 W. 2nd Street, Ste. 2030  
Austin, TX 78701  
*Delivered via e-mail: blake.smith@austintexas.gov*

RE: Economic Development Department Small Business Development Program  
SOLICITATION # BHS17072500918

Dear Mr. Smith and the Evaluation Committee:

Thank you for the opportunity to present Adisa Communications' qualifications to meet the City of Austin's Small Business Program (SBP) Marketing needs. We can successfully demonstrate the proven expertise required to help the City of Austin develop a series of Marketing Plans, intended to publicize business development services for Austin's small businesses.

We do not take this assignment lightly. We know this work is about supporting the growth and success of members within Austin's small business community, and therefore our heads and our hearts will be engaged. For more than 22 years, Adisa Communications has led strategy and marketing campaigns for small businesses, public sector agencies, solopreneurs, corporations and nonprofits in Central Texas and the United States.

As an Austin-grown small business we value SBP's mission of fostering job creation and economic growth by providing capacity building information, tools, and resources for our small business community. We have the availability and the experience to develop creative, impactful campaigns within your stated timeframes and budgets.

We are happy to meet with you to review the details of the key staff members, our approach, activities, and quote the described herein and make adjustments, as needed, to work for the project. I can be reached at 512.472.6112 or at srobinson@makingthingsclear.com. We look forward to working with you!

In joy,

A handwritten signature in black ink that reads "Shuronda Robinson". The signature is written in a cursive, flowing style.

Shuronda Robinson  
President/CEO

# 3.1 Business Organization



“One who makes things clear” – that’s what “adisa” means.  
And that’s what Adisa does.

Adisa Public Relations, Inc. dba Adisa Communications  
A Texas Corporation  
506 W. 12<sup>th</sup> Street  
Austin, Texas 78701

The Austin office will perform all of the work associated with project.

Since 1995, Adisa Communications has offered clients a wide range of intuitive and creative public engagement, facilitation and communications services. Adisa has developed a strong track record for promoting our client’s programs and ideas to successful completion. Experience the focus that enables Adisa to create strategy-driven, results-oriented programs that capture the interest and respect of clients, customers, partners, and industry influencers alike. Adisa is a certified HUB, M/WBE and DBE firm with offices in Austin and San Antonio.

## CAPABILITIES

Adisa has at its command a full range of marketing tools to assist you in accomplishing your goals including:

**Community Outreach** – *Every community has its own issues, interests and needs. Diversity of the marketplace makes communicating more complex; and Adisa has a proven track record in connecting our partners within a chosen community by getting to know its media and influencers. Our goal is to build long-term partnerships between our clients and the target community by establishing the trust it takes to truly be connected.*

**Strategic Planning** – *Great strategy drives great results. Adisa works with your team to define your needs through learning your business, creating communications plans complete with goals, strategies, tactics and detailed timelines.*

**Public Relations** – *Our goal is to leverage your customers’ interests, values and common needs by reaching them in their comfort zone and exposing them to your messages. This approach to public relations meets the emotional, intellectual and physical needs of your customers in a way that engenders trust and credibility.*

**Creative/Interactive** – *Adisa offers creative identity and graphic design solutions to help you connect your message with your audience. From brand overhauls to e-newsletters to site creation or brochures to traditional print collateral campaigns, we’ve got the expertise to support all of your needs. Other support areas include: developing strategic, informational press materials including press releases, corporate backgrounders, executive bios, product fact sheets and other media materials.*

**Events** – *From groundbreakings to launch events, Adisa knows how to make your event memorable. The events we create support overall brand personality and positioning. The result is events that garner media coverage, encourage attendance and build relationships with key stakeholders.*

**Crisis Communication** – *We can help you handle a crisis smoothly and appropriately by creating a thoughtful plan and training your team in advance of a major issue. Adisa helps minimize the stress associated with a crisis by developing a step-by-step plan for handling the unthinkable – before it happens.*

## 3.2 Authorized Negotiator

Adisa Communications  
Shuronda Robinson, President/CEO  
506 W 12<sup>th</sup> Street  
Austin, Texas 78701  
[srobinson@makingthingsclear.com](mailto:srobinson@makingthingsclear.com)  
ph. 512-472-6112

Solicitation BHS17072500918

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: Adisa Communications  
Federal Tax ID No.: \_\_\_\_\_  
Printed Name of Officer or Authorized Representative: Shuronda Robinson  
Title: President  
Signature of Officer or Authorized Representative: Shuronda Robinson

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



# *Small Business Program*





## 3.3 Concept and Solution

### OVERVIEW

The Adisa Communications approach is simple: *our diverse team of marketing experts will seek to understand your program and campaign needs in order to create the best solutions, which leverage the City's resources efficiently and effectively.* Our hearts and our minds will be engaged in devising the ideas that reach our small business community through paid media, public relations, and social/online strategies. We will work with you, to uncover, discover and implement a series of campaigns designed to increase the participation of the Austin's small businesses in SBP events, classes and training programs.

In collaboration with City staff, we seek to develop four distinct Marketing Plans, which each outline strategies for maximizing the awareness of and participation in the City of Austin's Small Business Program workshops, training and events. The Marketing Plans will lay out an approach that leads to the successful implementation of campaigns designed to promote, respectively:

- One-on-One Business Coaching
- Exploring Entrepreneurship Panels
- Online Classes
- SBP Expo/Special Event

For each of the four programmatic areas we will develop unique strategies to complement a cohesive overarching theme. *We anticipate relying on testimonials and case studies of previous business successes while leveraging SBP's extensive network of small business service providers.* Over the 12-month period we will refresh our tactics and messaging based on the learning from any previous and ongoing efforts. Once each plan is approved by the staff, our team will go to work to manage the details of implementing the approved paid, earned and social media strategies. We will communicate regularly with the client to ensure clarity in our coordination efforts.

The overall **Goal** for the Marketing Plan is to reach small businesses through a mix of paid, media sponsorships, earned media and outreach. Specific **Objectives** include:

1. Relaunch one-on-one coaching through awareness and partnerships
2. Promote attendance at the panels, expos, and events
3. Secure media sponsors who will provide SBP programs at no cost
4. Create cross promotional partnerships with organizations that serve our target audience

## THE SITUATION

The SBP's mission to nurture small businesses and increase the success rate of local startups is critical to the regional economy. In the United States (U.S.) 28 million small businesses account for 66 percent of all new jobs, 54 percent of all U.S. sales and 30-50 percent of all commercial space, according to the Small Business Administration.

Austin has consistently ranked as a top performing city for small business growth; and was second in the nation for small business growth from 2010-2013 (Austin Business Journal). At last count Austin's nearly 45 thousand small businesses are expected to increase as the region's population continues to grow.

But as Mayor Steve Adler recently stated, it is important to be proactive and leverage City resources to ensure the continued success of small business growth in Austin:

*"Austin used to be in the top few cities in job creation. In the last year we've dropped to number 25. That means there are signs Austin may become a little less boomy. We're still the best city in the country to start a small business and for tech start-ups. We still enjoy an unemployment rate so low that economists say we essentially have full employment. But we need to be diligent and proactive when opportunities present themselves."*

Mayor Steve Adler  
State of the City Address  
January 28, 2017

## THE AUDIENCE

While the small business community is the targeted audience to receive the support and information the SBP provides, our campaigns are also intended to reach the entire community. To this end we have identified the key audiences, including but not limited to:

1. Existing small businesses in Austin
2. Chambers of Commerce (General, Hispanic, Black, Asian, LGBTQ, and Women's)
3. Trade Organizations (e.g. Austin Independent Business Alliance, Black, Asian and Hispanic Contractors)
4. Local Commercial Small Business Lenders
5. Small business-centric organizations (e.g. Keep Austin Local, Entrepreneurs Foundation, Texas Small Business Association, SCORE, AARP Small Business Program)
6. Incubator Programs (e.g. DivTech, Capital Factory)
7. Co-Working Spaces (e.g. WeWork, Tech Space, Urban Co-Lab)
8. Micro-Lenders (e.g. People Fund)

9. Supplier Development Councils
10. Small Business MeetUps and Networking Groups (e.g. BNI, eWomen Network, Austin Business Roundtable)
11. Small business consultants/organizations (e.g. Association of Accredited Small Business Consultants)

## 3.3.1 Outline for One-on-One Coaching Relaunch Marketing Plan

Within ten days of the notice to proceed, our first task will be to create a sixty-day Marketing Plan that promotes the relaunch of the One-on-One Business Coaching Program. These marketing efforts will highlight the quality, personalized assistance designed to help Austinites start and successfully run a small business including: writing a business plan, developing a marketing strategy, financial management and general business management.

The outline below describes the elements we envision being included in the One-on-One Business Coaching Program Marketing Plan:

**I. Goals and Objectives** will be clearly defined and will articulate a set of expectations for the effort. These goals and objectives will be formulated based on the Small Business Program mission, vision and overall strategic plan.

**II. Audience** research will be conducted in order to craft a 'user profile' that describes a typical one-on-one coaching program user. This profile will guide how we approach the messaging, marketing and outreach strategies.

**III. Messaging** for the One-on-One Coaching Program Relaunch will be developed to capture the attention of the audience. This messaging will focus on the *success of previous small business clients, the quality and accessibility of the coaching small businesses receive, as well as the topics covered during coaching*. This messaging will be utilized in all paid, earned and social media, and by SBP staff during media interviews.

**IV. Social media** will be developed to promote viral/organic sharing by our media sponsors and program partners. In addition to suggesting graphic memes, we believe a *series of testimonials from previous program participants and articles* on topics covered in the One-on-One coaching program will help educate small business owners about its benefits and encourage them to make an appointment.

A proposed schedule and content for social media will be included as a final deliverable.

**V. Earned Media** will focus on telling the story of the relaunch of the coaching

services, why it is relevant for small business and how to access the program. Earned media will also be utilized to promote the quality of the coaching and the expertise of the City's new coach, as well as how other businesses have benefited from previous coaching. If needed, Adisa will conduct spokesperson/media training for SBP representatives in order to take full advantage of earned media opportunities. A representative from Adisa will be available to provide support to SBP staff during interviews.

Additional Earned Media tactics may include:

- Schedule **media interviews** on local print, TV and Radio Shows to promote the coaching program
- Take advantage of **National/Local Awareness Days** to promote awareness of the One-On-One Coaching Program, such as:
  - Financial Planning Week – October 2-8, 2017
  - Small Business Saturday – November 25, 2017
  - National Small Business Awareness Week – April 29 – May 5, 2018

**VI. Outreach to Potential Partners** is intended, through various methods, to engage groups who can champion and refer clients to the program, including:

- **'Lunch and Learn'** sessions designed to educate partners about the program and to develop a referral relationship
- **Calendar of Small Business Events** including fairs, expos and conferences where SBP staff can promote the coaching services
- **Media Sponsorship Solicitation** will include presentations to local media outlets including radio, TV and digital platforms to ask them to run our PSA's free of charge. We will use our existing relationships with local media outlets to negotiate PSA runs.

**VII. Paid Media** strategies will focus on leveraging available dollars to maximize size and frequency of placement of advertising in highly targeted channels, such as the *Austin Business Journal*. Our paid social media recommendations will include Facebook and LinkedIn. We may also recommend placement in advertising opportunities associated with small business gatherings such as expos and conferences.

A detailed media schedule of an appropriate spend of the \$2000 advertising budget will include sizes, placement dates and costs for paid will be included in this section of the plan. We will also provide a detailed schedule of free/PSAs generated for the coaching program.

**VIII. Collateral/Promotional Materials** will be suggested for creation/design by the City. For the coaching program we envision the following:

- **Promotional Video for Relaunch** to be used during presentations, on social

media and online

- **Program Brochure/One Pager** that describes the topics, how to sign up and the background of the coach

## 3.3.2 Detailed description of a non-City of Austin related Marketing Plan

### LENOVO COMPUTERS

Services: Developed Marketing Plan, Placed Advertisements, Conducted/Planned Social Media Campaigns, Handled Earned Media/PR, Website Design and Maintenance

#### Target Audiences

Target audiences included Fortune 500 business leaders, women in technology fields, Lenovo's business partners and higher education leaders in the US and China.

#### Advertising and Sponsorship Budget

2014 – 2017: \$100,000

Adisa developed and implemented a marketing plan and public relations program for the Global Human Resources (HR) division of Lenovo, the largest computer company in the world. The purpose of the three-year campaign was to influence potential employees and deepen relationships with industry partners on behalf of the company. Target audiences included Fortune 500 business leaders, women in technology fields, Lenovo's business partners and higher education leaders in the US and China.

The multifaceted marketing campaign focused on the uniqueness of Lenovo's global approach to business culture called "The Lenovo Way." A theme, which later emerged, was around empowering women to enter Science, Technology, Engineering and Math (STEM) fields. Over a period of three years, Adisa arranged media coverage, purchased advertising (both print and digital), negotiated media deals, developed a social media campaigns, provided public speaking training and coordinated the planning of special events and business workshops in the United States, the United Kingdom and China.

Our creative team developed graphics and content for advertisements for both print and social media platforms to promote the launch of *The Lenovo Way*, a book written by two Lenovo executives; which become a business bestseller (and has been translated into Mandarin and Russian).

Adisa successfully pitched and handled interviews with national media outlets including:

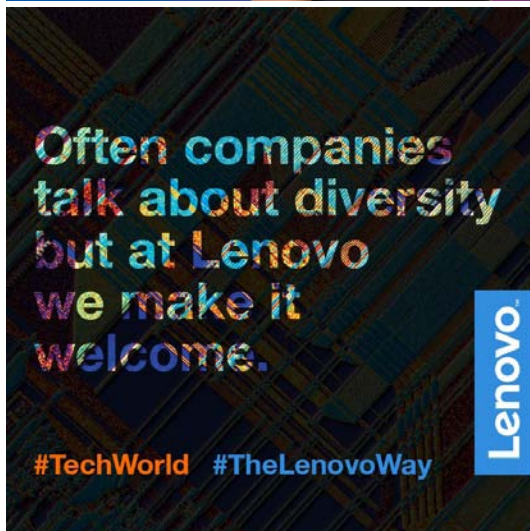
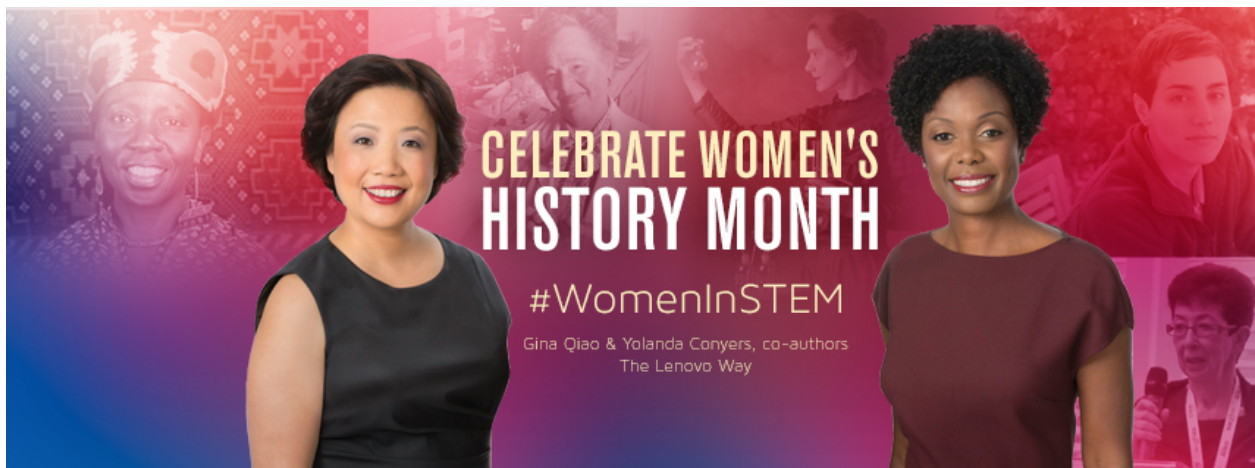
- *The Financial Times*
- *Wall Street Journal*
- *Washington Post*
- CCTV (Chinese sponsored television)
- *Huffington Post*



The Adisa team developed digital content, including handling the creative direction of photoshoots in NYC and Beijing. Adisa storyboarded, scripted, filmed and edited a series of videos to promote the company. The footage generated quality, original content that was promoted on numerous social media platforms.

As part of the focus on women in STEM, Adisa negotiated a media partnership with FabLab, a FOX television program whose goal was encourage girls to consider STEM careers. The Lenovo Fabfinder contest engaged girls ages 13-21 to apply to become a reporter on the show. The partnership included advertising, content and product placement on the national TV program which ran for 12 months.

## Graphics





### Workshops and Panels

The Adisa Team handled the planning and logistics, as well as provided on-site support for panels, workshops and presentations. Adisa prepared talking points and booked speaking opportunities for Lenovo executives on topics such as global culture, mergers and acquisitions and women in STEM. We performed advance work for business presentations and workshops in the United States, the United Kingdom and China.

### Business Expo

Adisa was tasked by Lenovo's Global HR Department with planning business partner events in Beijing (2015) and San Francisco (2016) as part of Tech World, Lenovo's innovation and product expo (which attracted 2000 reporters, analysts, and consumers each year). Adisa designed the events, coordinated logistics and provided on site guest management at Tech World in both Beijing and San Francisco.



## 3.4 Work Plan

We have outlined an approach to fully develop each of the four marketing plans, along with each major task and client decision points. If successfully awarded the project, we will work with City staff to finalize the work plan and project schedule.

Tasks	Sept	Oct	Nov	Dec	2017
<i>Project Kick Off Meeting</i>	•				
<i>Campaign 1: One-on-One Business Coaching Program</i>					
Marketing Plan Draft (10 days from Kick Off)	•				
Client Review/Meetings	•	•			
Implementation: Social, Media Placement, PR pitches, Logistics (10 days from Client Approval)		•			
Campaign Launch and Monitoring (60 days)		•	•		
Client Debrief/Review of Results				•	
<i>Campaign 2: Exploring Entrepreneurship Panels</i>					
Tasks	SPECIFIC TIMELINE TBD				
Client Gives Notice of Panel					
Marketing Plan Draft (5 days from Notice)					
Client Review/Meeting					
Implementation: Social, Media Placement, PR pitches, Logistics (15 days from Client Approval)					

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PANELS (4 total)

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Campaign Launch and Monitoring (30 days prior to event date)

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Client Debrief/Review of Results

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### *Campaign 3: Online Classes*

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Tasks	TIMELINE TBD
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Client Gives Notice of Class Date Start

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Marketing Plan Draft (5 days from Notice)

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Client Review/Meeting

---

Implementation: Social, Media Placement, PR pitches, Logistics (15 days from Client Approval)

---

CLASSES START: Campaign Launch and Monitoring

---

Client Debrief/Review of Results

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### *Campaign 4: Informational Expo*

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Tasks	Jan	Feb	March	April	May	June	2018
Client Gives Notice of Class Date Start	•						
Marketing Plan Draft (5 days from Notice)	•						
Client Review/Meeting	•						
Implementation: Social, Media Placement, PR pitches, Logistics (15 days from Client Approval)		•					
Campaign Launch and Monitoring (30 days prior to event)				•			

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EXPO EVENT	•
Client Debrief/Review of Results	•
<i>Task 4. Project Management (ongoing, 12-month period)</i>	
Coordination and Reporting (ongoing)	



## *Project Management Structure*





### 3.5 PROJECT MANAGEMENT STRUCTURE SMALL BUSINESS PROGRAM



## PROJECT MANAGEMENT

This project requires superior project management skills, the ability to navigate tight deadlines and strong internal project tracking systems. Adisa's team of experienced professionals know how to move a project forward to successful completion. We also utilize tech-based systems to support the delivery of marketing projects. We utilize internal tracking metrics and QA/QC systems to ensure a quality product on behalf our clients. Also, we have the available staff to ensure a high quality of work and that all deadlines are met. We can begin our work immediately.

# Our Team

## SHURONDA ROBINSON

**MARKETING TEAM LEAD, STRATEGY AND PROJECT MANAGEMENT  
ADISA COMMUNICATIONS**

For more than two decades, Shuronda Robinson has led both public and private sector communications and marketing campaigns to successful completion across Texas. Her private sector clients also rely on her level-headed approach to public relations, and include Frost Bank, Lenovo and Wal-Mart. She enjoys taking on the more interesting and complex projects – often saying, “Call me after you’ve figured all the easy stuff!”



Her client experience includes city governments, small businesses, nonprofit organizations, contractors, architects, developers and political entities including: City of Austin, San Antonio Water System, Wal-Mart, Frost Bank, San Antonio River Authority, Austin Independent School District, Round Rock Independent School District, Hensel Phelps Construction Co. and Bartlett Cocke General Contractors.

Prior to opening Adisa, Shuronda served as the managing editor for a community newspaper and as a reporter. She has been actively involved in the community through the Paramount Theater, YMCA East Communities Branch Board of Managers, Zachary Scott Theater, former Chair of the City-Wide MLK Celebrations and the Community Partners Board of Child Protective Services. She currently serves as the Vice Chair of the Board of Directors for the Architecture Foundation of Austin and as a member of the Leadership Austin Board.

In 2015 Adisa Communications opened an office in San Antonio to serve clients including the San Antonio River Authority, Bexar County and Bartlett Cocke Construction Company.

For the SBP project Shuronda will handle:

- Marketing Plan Development and Campaign Strategies
- Earned Media Pitches/Interviews
- Social Media
- Media Sponsorship Negotiation
- Project Management

**GREG BARTON**  
**CREATIVE DIRECTOR**  
**ADISA COMMUNICATIONS**

If Greg were asked to brand himself, he'd wrap up his talents as creative director, art director, designer and strategist as simply, "idea guy."



His diverse clientele surely put that brand to the creative test — Six Square - Austin's Black Cultural District, the Texas State University System, Rocking Horse Ranch, Quality Seafood, Central Texas Mobility Authority, Bullock Texas History Museum, Wi-Fi Alliance, Cities of San Marcos, Brownsville, Garland and Waco, Texas, JSR Micro, Lone Star Rail District, and the Capitol Area Council of the Boy Scouts of America, just to name a few. Greg focuses on the brands and issues that put the smart ideas first. Industries include infrastructure like toll roads and energy providers, city and place branding, as well as various medical institutions, education, transportation and high technology companies.

He is known for his strong visual talent, and is perhaps only rivaled by his powerful passion for his clients and the work for them. He's done work for a number of pro bono clients as a way to give back to the community using his creative gift. Among the institutions that have turned to this idea guy are Leadership Austin, Dick Beardsley Foundation, Art from the Streets, Mothers' Milk Bank, Austin Museum of Art, Austin Children's Museum, United Way Capital Area, PeopleFund and the Texas Special Olympics.

A native Texan, Barton is a graduate of Texas State University in San Marcos with a BFA, and is also an emerging artist. He is known as one of the go-to designers in Austin for logos, corporate identity tools, and branding campaign work and has served as Adisa Communications' creative director for more than a decade.

For the SBP project Greg will support:

- Marketing Plan Development and Campaign Strategies
- Social Media Content Strategies



## TROY NALLS

### DIGITAL AND VIDEO CONTENT

#### ADISA COMMUNICATIONS

Troy tells stories (in a good way) as Adisa's Chief Digital Strategist. He is responsible for developing and overseeing the execution and distribution of digital media content, including developing and managing online marketing campaigns, implementation, monitoring and measuring of social media channels, and analysis of social media trends.



Troy helps clients understand the value of enhancing their brand via visual communication and he works with national and international brands including Lenovo and comedian Rickey Smiley. He is a U.S. Air Force veteran.

For the SBP project Troy will support:

- Marketing Plan Development and Campaign Strategies
- Social Media Content Development

## Melissa Ramos

### PUBLIC RELATIONS PROJECT ASSISTANT

#### ADISA COMMUNICATIONS



Melissa ensures that projects run smoothly due to her keen ability to pay close attention to every detail. Melissa plans, coordinates and manages all tasks and details for public relations activities including press release distribution, media buying and placement and tactical level marketing activities. She works with the team to establish goals and tracks deadlines for successful completion of projects for nonprofit, public section and private businesses. She works with the client to organize systems with a focus on quality control procedures. Her focus is to always help clients meet their project goals within allocated budgets and timeframes. Melissa is also fluent in Spanish and can provide translation.

Melissa's successful campaigns have centered on media relations, outreach strategies and graphic design in both print and digital formats. She has prepared presentations, information materials and promotional campaigns for the City of Austin, Bartlett Cocke Construction Company and Six Square.

For the SBP project Melissa will support:

- Marketing Plan Development
- Media Buying and Placement
- Scheduling for Earned Media Interviews



## *Previous Experience*



# Previous Experience

## SANYA RICHARDS-ROSS CHASING GRACE BOOK LAUNCH

Services: Developed Marketing Plan, Negotiated Media Buys and Placed Advertisements, Conducted/Planned a Social Media Campaign, Designed Book Launch Website

### The Assignment

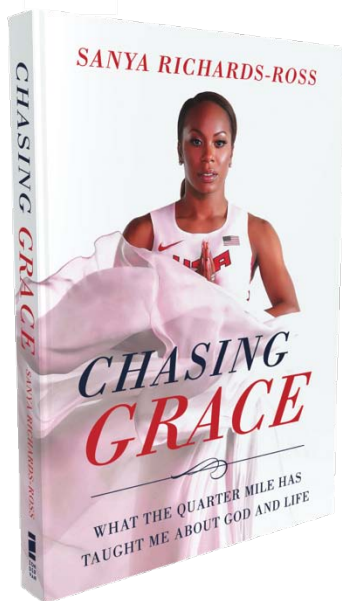
Assist in the promotion of Sanya Richards-Ross' first book, *Chasing Grace*, with a focus on the Texas market

### Target Audiences

Women, ages 21 +

### Advertising Budget

\$5000



### The Challenge

We had 15 days to devise a marketing strategy intended to reach women, ages 21+ in the US. We decided to leverage the client's global name recognition by connecting with social media influencers, faith based communities and professional athletes to promote *Chasing Grace*. We needed to establish Sanya Richards-Ross not only an Olympic athlete, but as an author with an inspiring story. The book included content that was controversial, therefore the approach to the book release and the client's positioning was crucial to the success of the book launch.

### The Adisa Solution

Prior to the book launch, our team developed messaging and positioning for Sanya Richards-Ross. Due to a portion of the content regarding the termination of her first pregnancy in 2008, the Adisa Team made sure the client was prepared for any and all public responses.

The Adisa team compiled a database of social media influencers, faith based communities and professional athletes. A social media toolkit was created and sent to each contact on the database and included prepared memes and social media post content, making it incredibly easy for the influencers to utilize on their social media. The team fostered connection with social media influencers, some with upwards of 50,000 followers. In addition, Adisa negotiated paid media placement on several national digital platforms targeting women.

Adisa played a crucial role in developing the visual content for Sanya Richards-Ross' online presence. We designed the client's website, created sharable graphics, and

produced video content. Our videographers conducted two half-day shoots that captured the essence of Sanya's book about faith, failure and forgiveness.

### The Results

Sanya Richards-Ross embarked on a successful book tour across the United States and Jamaica. Her book has been widely received and she will continue to promote *Chasing Grace* at upcoming Texas-based book festivals and book clubs.



*After each failure in life, I learned that only **faith** and **God's grace** will carry you across the **finish line.***

**SANYA RICHARDS-ROSS**  
Four-time Gold Olympic Champion, World-Class Athlete, Loving Wife, Soon-To-Be-Mom and Author

**FOLLOW SANYA'S STORY HERE**

-  Sanya Richards
-  @SanyaRichiRoss
-  @SanyaRichiRoss
-  Sani400

**#CHASINGGRACE BOOK TOUR**



*Found anywhere books are sold. Hardcover and Audio versions available.*

**MAY**

- 5/26 Barnes & Noble • Eugene, OR 5:00 pm – 7:00 pm
- 5/26 Prefontaine Classic • Eugene, OR 7:00 pm – 9:00 pm

**JUNE**

- 6/2 Gazelle Sports • Grand Rapids, MI 3:00 pm – 4:30 pm
- 6/3 Gazelle Sports • Birmingham, MI 2:30 pm – 4:00 pm
- 6/4 BookCon • NYC 11:00 am – 12:00 pm
- 6/9 TBD • Los Angeles, CA TBD
- 6/11 Greater Mt. Zion Baptist Church • Austin, TX 8:00 am – 11:00 am
- 6/12 UT-Austin Co-Op Bookstore • Austin, TX 2:30 pm – 4:30 pm
- 6/14 Kenzie @ The Domain • Austin, TX 5:00 pm – 7:00 pm
- 6/16 Kingston, Jamaica TBD
- 6/19 Barnes & Noble • Pembroke Pines, FL 7:00 pm – 9:00 pm
- 6/24 USATF Outdoor Championships • Sacramento, CA TBD

[www.SanyaRichardsRoss.com](http://www.SanyaRichardsRoss.com) #ChasingGrace #TeamSRR

## EASTLINK TRAIL IMPROVEMENT PROJECT

Services: Developed a marketing plan, Placed PSAs, Conducted Social Media Campaign, Created Logo Design, Created Website

### The Assignment

Create a groundswell of support for a grassroots urban planning effort for an active transportation trail

### Target Audiences

East Austin residents, Potential Funders, Community Leaders

### Advertising Budget

\$0

### The Challenge

The EastLink trail project is an opportunity to connect an existing series of disconnected trails and pathways in East Austin into a fully connected five-mile multi-use path connecting to Lady Bird Lake and Downtown. Working with the Austin Parks Foundation and the Mueller Foundation, Adisa was asked to build a coalition of community, neighborhood and political leaders devoted to ensuring that the idea of filling in gaps and upgrading existing facilities becomes a reality. With an emphasis on improving health outcomes for the residents adjacent to the trail, EastLink will serve more than 14,000 residents in Central East Austin who live within a 1/4-mile distance of the proposed improvements.

### The Adisa Solution

Adisa's strategy, first articulated in a communications and marketing plan, was to build a diverse coalition of support for the project that represents grassroots and grassroots voices. For this project, Adisa created the logo and tagline and messaging to inform and inspire support for the idea. Adisa also maintains the website which can be found at [www.EastLinkAustin.com](http://www.EastLinkAustin.com)

We are currently working with a team of landscape architects, engineers and planners to finalize the project feasibility study and to integrate the public input received into the next phase of project planning. Adisa also implemented a health survey, working with UT.

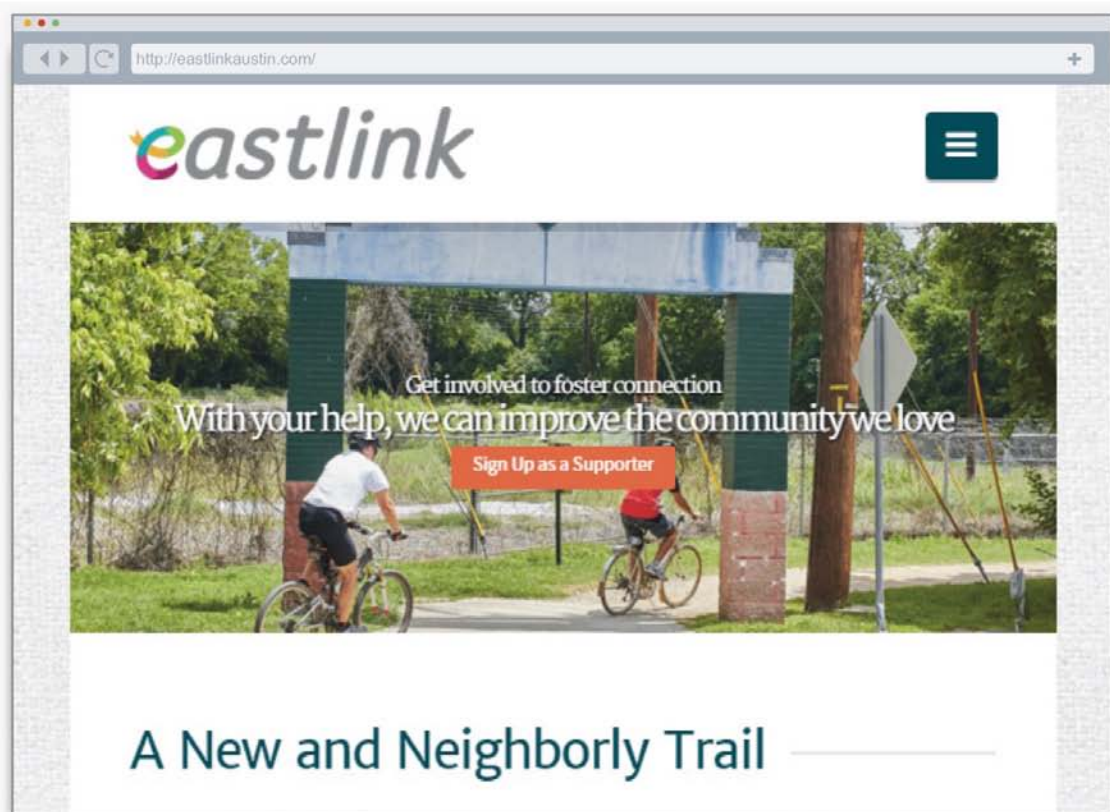


## The Results

To date, Adisa's efforts have resulted in more than 30 community meetings and a 75% increase in supporters of EastLink.



### EASTLINK AUSTIN – WEBSITE



## EASTLINK DIGITAL MEDIA CONTENT

Scope: Concept, Script, Production, Social Media Engagement



**Project Overview**



**Route Overview**



**Connections**



**Improvements**



**Leah Nyfeler: Trails Provide an Alternative to Getting in Your Car**



**Kristen Munson: Trails Create Connectivity**



**Robin Stallings: Trails Create Sustainable Living**

Videos available online at:  
[www.eastlinkaustin.com/videos](http://www.eastlinkaustin.com/videos)

## SIX SQUARE PUBLIC RELATIONS AND MARKETING

Services: Developed Marketing Plans, Secured Media Sponsors, Scheduled Interviews with Local Media, Graphic Design, Planned Social Media Campaigns

### The Assignment

Develop marketing strategies for Six Square to reach their public relations goals

### Target Audiences

Central Texas, general population, African American community leaders

### Advertising Budget

\$8000-\$10000 per year

### The Challenge

Six Square is a non-profit organization dedicated to educating people about the historical significance of Austin's Black Cultural District. Over the past several years, Six Square has been hosting events aligned with their mission, which is to reanimate cultural spaces and create awareness around East Austin's history. Adisa was brought on to develop and implement a marketing strategy that relies heavily on earned media and media sponsorship to achieve Six Square's promotional goals.

### The Adisa Solution

In 2013, Adisa was hired on to provide strategic consulting related to board development and general communications. The Adisa team facilitated conversations and led board meetings. As the organization grew, Adisa's role shifted to focus on the public relations and marketing needs including PR, graphic design and social media. Adisa continues to assist Six Square with press events, fundraisers, community events, and will continue to provide strategic consulting on how to move the organization forward.

### The Results

The first major program undertaken by Six Square in 2015 was District Days at the Historic Downs Field where Hall of Famers Willie Wells, Buck O'Neil and Satchel Paige played. Austin modern dance group Forklift Danceworks was commissioned to produce an original performance during the celebration where local vendors were showcased. The two-day event was very successful, bringing in more than 2,500 participants over a weekend. Adisa successfully pitched local TV, print and radio station coverage of the event and secured media sponsorship to promote the event.

in 2016 Adisa promoted four programs hosted by Six Square:

#### HT Baseball - Community Days

For this series of events running from February thru April, 2016, Adisa prepared and pitched stories to community newspapers and posted the event on online community



calendars. For a consecutive five weeks, The Villager ran an advertisement promoting the Community Days. Six Square paid for only three weeks since Adisa was able to negotiate their media sponsorship. Six Square also used their own Facebook and Instagram social media platforms to post the event.

#### R&B Urban Music Challenge

Six Square was responsible for promoting the final audition as part of the Urban Music Fest R&B Challenge. Adisa pitched coverage and secured an interview with a Six Square spokesperson from Time Warner Cable News on the day of the contest.

#### Invisible Intersections

Adisa's target audience for Invisible Intersections was millennials. Therefore, our media strategy was to utilize social media platforms to engage and inform this audience. In addition to community calendar posts we formed a media partnership with The Austin Socialite which reached more than 9000 millennials each week for three weeks leading up to the event. The Austin Socialite served as the official media sponsor for the event and also produced a sizzle video of the project. We also pitched artist friendly media outlets including Tribeza, to spotlight Invisible Intersections. The Tribeza pitch led to a featured article on Six Square in Feb. 2017.

#### Celebrate San Bernard

Adisa publicized the Celebrate San Bernard Festival with a strong focus on local morning show and radio appearances by Six Square spokesperson, Lisa Byrd. We were successful in generating local and statewide radio coverage for the unique event, including a local, live on air morning talk show, newspaper articles and online magazine stories, as well as listings on web based community calendars.

The chart below summarizes media coverage secured by Adisa for events in the Spring of 2016:

Event	Newspaper	Radio	TV	Community Calendar
HT Baseball Community Days (Feb – April)	<p>The Villager, February 12, 2016 - <a href="http://www.theaustinvillager.com/current/page1_Feb12.pdf">http://www.theaustinvillager.com/current/page1_Feb12.pdf</a></p> <p>The Chronicle: <a href="http://www.austinchronicle.com/news/2016-03-04/public-notice-too-tired-to-be-grumpy/">http://www.austinchronicle.com/news/2016-03-04/public-notice-too-tired-to-be-grumpy/</a></p>		<p>Access Television: 3/15/16 7:30 p.m. Peggy Vasquez, <a href="http://www.austinpublicaccess.org">www.austinpublicaccess.org</a></p>	

Invisible Intersections	<p>The Austin Villager March 25 2016  <a href="http://www.theaustinvillager.com/pdfs/2016/2016mar25.pdf">http://www.theaustinvillager.com/pdfs/2016/2016mar25.pdf</a></p> <p>Austin American Statesman March 31 2016  <a href="http://www.mystatesman.com/news/news/local/community-news-codenext-input-sessions/nqxSS/">http://www.mystatesman.com/news/news/local/community-news-codenext-input-sessions/nqxSS/</a></p>		<p>Video of the Event by the Socialite  <a href="https://www.dropbox.com/s/t2rm6sgx5agt88e/TAS%20Video.mov?dl=0">https://www.dropbox.com/s/t2rm6sgx5agt88e/TAS%20Video.mov?dl=0</a></p>	<p>Arts Blog Austin 360 March 31, 2016  <a href="http://arts.blog.austin360.com/2016/03/31/invisible-intersections-art-project-documents-east-austin/">http://arts.blog.austin360.com/2016/03/31/invisible-intersections-art-project-documents-east-austin/</a></p> <p>Austin Culture Map March 31, 2016  <a href="http://austin.culturemap.com/eventdetail/six-square-cultural-district-invisible-intersection/">http://austin.culturemap.com/eventdetail/six-square-cultural-district-invisible-intersection/</a></p> <p>ToDo Austin May Issue  <a href="http://todoaustin.com/cutting-edge-arts-exhibit-explores-the-invisible-people-and-culture-of-east-austin-2/">http://todoaustin.com/cutting-edge-arts-exhibit-explores-the-invisible-people-and-culture-of-east-austin-2/</a></p> <p><a href="https://issuu.com/todo_austin/docs/todo_austin_may_2016">https://issuu.com/todo_austin/docs/todo_austin_may_2016</a></p> <p>Free Fun Austin March 31 2016 Invisible Intersections</p>
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				<p>Walking Tour - Free Fun in Austin  <a href="http://freefuninaustin.com/.../walking-tour-urban-music-festi...">freefuninaustin.com/.../walking-tour-urban-music-festi...</a></p> <p>Timeout Austin</p> <p><a href="http://www.timeout.com/austin/things-to-do/invisible-intersections-part-1">http://www.timeout.com/austin/things-to-do/invisible-intersections-part-1</a></p>
Urban Music Fest R&B Challenge			<p>Time Warner Cable News  March 6, 2016  <a href="http://www.twcnews.com/tx/austin/news/2016/03/7/13-musicians-square-off-for-chance-to-perform-at-austin-urban-music-festival.html">http://www.twcnews.com/tx/austin/news/2016/03/7/13-musicians-square-off-for-chance-to-perform-at-austin-urban-music-festival.html</a></p>	<p><a href="http://do512.com/events/2016/3/6/urban-music-festival-and-six-square-presents-the-1st-annual-2016-r-b-challenge">http://do512.com/events/2016/3/6/urban-music-festival-and-six-square-presents-the-1st-annual-2016-r-b-challenge</a></p> <p><a href="http://urbanmusicfest.com">http://urbanmusicfest.com</a></p>

# References

Solicitation BHS17072500918

## Section 0700: Reference Sheet

Please include the following information if required in solicitation:

- Responding Company Name Adisa Communications
1. Company's Name American Heart Association  
Name and Title of Contact Terri Williams, Vice President of Advocacy/Government Relations  
Present Address 10900-B Stonelake Blvd., Suite 320  
City, State, Zip Code Austin, Texas 78759  
Telephone Number (512) 338-2400 Fax Number (512) 338-2401  
Email Address terri.williams@heart.org
  2. Company's Name Austin Parks Foundation / Mueller Foundation (Catellus Development)  
Name and Title of Contact Patti Summerville, Executive Director  
Present Address 4550 Mueller Blvd. /  
City, State, Zip Code Austin, Texas 78723  
Telephone Number (512) 587-2309 Fax Number ( ) not available  
Email Address patti@pattisummerville.com
  3. Company's Name Lenovo  
Name and Title of Contact Yolanda Conyers, Vice President of Global Human Resources  
Present Address 7001 Development Drive  
City, State, Zip Code Morrisville, NC 27560  
Telephone Number (919) 697-4146 Fax Number ( ) not available  
Email Address yolanda2@lenovo.com



# *Cost Proposal*





# Cost Proposal

Solicitation BHS17072500918

Section 0600  
REQUEST FOR QUOTATION—QUOTE SHEET  
RFQ No.: BHS17072500918

**DESCRIPTION:** Marketing and media consultant to publicize Small Business Program services, online classes and events.

**Quote Due Date and Time:** before August 10, 2017 @ 5:00 pm

**Submit Responses via email to:** blake.smith@austintexas.gov

**Awarded vendor will be required to provide a Certificate of Insurance-see attached guidelines.**

Description	Hours/Units	Cost per Hour/Unit	Total Cost
Campaign #1: one-on-one	40	61.03	\$2441.2
Campaign #2: Panels (4)	60	61.03	\$3661.8
Campaign #3: online classes	60	61.03	\$3661.8
Campaign #4: Expo (1)	80	61.03	\$4882.4
Project management (12 months)	60	155.51	\$9330.6
PR support (12 months)	60	37.28	\$2236.8
			\$
Advertising and promotion costs		\$20,000.00	\$20,000.00
Total Proposal Cost			\$46214.6

SIGNATURE:

PRINT NAME & TITLE:

Shuronda Robinson, President

COMPANY NAME:

Adisa Communications

COMPANY EMAIL:

srobinson@makingthingsclear.com

**Section 0835: Non-Resident Bidder Provisions**

Company Name Adisa 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 Consultant whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

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



AUSTIN  
506 w 12th street  
austin, texas 78701  
512-472-6112

SAN ANTONIO  
4217 mccullough ave  
san antonio, texas 78212  
210-516-1601

[makingthingsclear.com](http://makingthingsclear.com)  
celebrating 22 years of clarity  
est. 1995





**CITY OF AUSTIN, TEXAS**  
Economic Development Department  
Small Business Development Program  
**REQUEST FOR QUOTATION (RFQ)**

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**SOLICITATION NO:** BHS17072500918

**COMMODITY/SERVICE DESCRIPTION:** Marketing and media consultant to publicize Small Business Program services, online classes and events.

**DATE ISSUED:** 8/9/2017

**PRE-RESPONSE CONFERENCE TIME AND DATE:** N/A

**REQUISITION NO.:** 5500-17072500918

**LOCATION:** N/A

**COMMODITY CODE:** 91876

**QUOTE DUE PRIOR TO:** August 17, 2017 @ 5:00 p.m.

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

Blake Smith  
Financial Analyst III

**Phone:** (512) 974-7618

**E-Mail:** [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)

**SUBMIT YOUR QUOTE VIA E-MAIL:** [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)

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

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

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

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0500	SPECIFICATION	6
0600	QUOTE SHEET – Must be completed and returned with Offer	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	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: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

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

## **Section 0500: Scope of Work**

### **1.0 PURPOSE**

The City of Austin (“the City”) seeks Consultants qualified and experienced in developing marketing plans and campaigns to publicize services and informational events for small businesses.

#### **1.1 Background**

The City’s Small Business Program (SBP), a division of the Economic Development Department, provides a variety of programs, services and resources that support the establishment, growth and success of small businesses. The contract resulting from this RFQ will provide marketing services for four SBP programs over a single twelve (12) month contract term:

1.1.1 One-on-one business coaching – an SBP staffer provides small business owners and entrepreneurs with personalized, hands-on assistance on starting a business, writing a business plan, developing a marketing strategy, financial management and general business management. SBP once again has a coach on staff after a year-long vacancy and needs to relaunch this service.

1.1.2 Exploring Entrepreneurship Panels – SBP hosts panel discussions featuring successful business owners and recognized topic experts. The panels are topic or industry-specific and allow the audience to learn from actual business owners and practitioners with experiences and expertise in the panel’s topic. SBP generally hosts one Exploring Entrepreneurship Panel per quarter, and a typical attendance is 50 to 100.

1.1.3 Online classes – SBP is currently evaluating proposals for a 5-year contract to provide small business training. The selected provider will deliver classroom training and develop a curriculum of fifteen online classes, SBP’s first sustained foray into online training. SBP expects to begin launching the first of the new online classes in the spring of 2018.

1.1.4 Major special-topic information event – SBP hosts at least one large-scale information “expo” per year. SBP formerly hosted Getting Connected, an expo featuring local non-profit service providers, government organizations, networking organizations and lenders that work with small businesses that attracted up to 600 attendees. In 2017 SBP hosted a scaled-down expo featuring only lenders called Meet the Lender, which attracted about 100 attendees. SBP has not determined the subject or date of its 2018 expo, but it will be a smaller scale event.

## **2.0 SCOPE OF WORK**

- 2.1 Within ten (10) business days of award and execution of the contract resulting from this RFQ, SBP will hold an initial meeting with the Consultant to ensure their understanding of the marketing efforts required, to determine next steps and to finalize the project payment schedule.
- 2.2 The marketing plans developed shall contain as many of the following elements as are applicable to the service or event being promoted:
  - 2.2.1 The marketing plan shall be designed to reach established business owners, and the general public in order to reach individuals who may be interested in starting a business.
  - 2.2.2 The marketing plan shall recommend the most effective and efficient methods of reaching target audiences within the contract budget.
  - 2.2.3 The marketing plan shall include a combination of paid advertising, media sponsorships, and free Public Service Announcements (PSA's).
  - 2.2.4 The marketing plan shall detail the following components:
    - 2.2.4.1 Proposed media, schedule, size of ads and cost for paid advertisements.
    - 2.2.4.2 Proposed media, schedule and size of ads for free advertisements.
    - 2.2.4.3 Proposed schedule and content for a social media campaign publicizing the coaching service; Consultant shall not be required to conduct the social media campaign.
    - 2.2.4.4 Potential media sponsors who will communicate information regarding SBP's coaching service to the public as a no-cost public service.
    - 2.2.4.5 Potential promotional interviews with local newspapers, radio stations, and television stations that give SBP staff an opportunity to promote the coaching service.
    - 2.2.4.6 Contractor may include any other suggestions for marketing the service or event.
- 2.3 Following SBPs approval of each marketing plan, the selected Contractor shall:
  - 2.3.1 Place advertisements in the paid media identified in the marketing plan.
    - 2.3.1.1 SBP's in-house graphics designer will create the ads and provide them in the advertising venue's preferred format for placement by the Contractor.
    - 2.3.1.2 Approximately \$20,000 will be added to the Consultant's cost proposal as a budget for advertising and other promotional costs.
      - 2.3.1.2.1 \$2,000 for relaunch of coaching service

- 2.3.1.2.2 \$6,000 for Exploring Entrepreneurship panels (\$1,500 for each of four events)
      - 2.3.1.2.3 \$2,000 for launch of online classes
      - 2.3.1.2.4 \$10,000 for major special-topic event
    - 2.3.1.3 Advertising and any other promotional costs shall be billed to the Consultant.
    - 2.3.1.4 Consultant shall be responsible for payment and shall submit proof of payment to SBP.
  - 2.3.2 Place advertisements in the free media identified in the marketing plan.
    - 2.3.2.1 SBP's in-house graphics designer will create ads as needed and provide them in the free venue's preferred format.
  - 2.3.3 Assign a member of its team to participate with SBP staff in the promotional interviews referred to in Section 2.3.4.5.
  - 2.3.4 Deliver written content for the social media campaign. Again, SBP staff will be responsible for conducting the social media campaign.
- 2.4 Consultant shall submit draft marketing plans for SBP's approval according to the following tentative schedules, which may be altered as needed by mutual agreement of SBP and the Contractor:
  - 2.4.1 A marketing plan for relaunch of SBP's one-on-one coaching service shall be submitted within ten (10) calendar days of the initial meeting.
    - 2.4.1.1 The plan should be designed for a marketing campaign lasting up to sixty (60) days.
    - 2.4.1.2 The plan may include up to \$2,000 for advertising and promotion costs.
    - 2.4.1.3 The Contractor shall have ten (10) calendar days following SBP's approval of the marketing plan to complete all purchases and logistics for the campaign.
    - 2.4.1.4 The marketing campaign will begin as soon as the Contractor completes the arrangements.
  - 2.4.2 Exploring Entrepreneurship Panels:
    - 2.4.2.1 SBP generally hosts four (4) Exploring Entrepreneurship Panels per year. For purposes of this RFQ, assume panels will be held in January, April, July and October of 2018.
    - 2.4.2.2 SBP shall notify the Contractor to prepare a draft marketing plan at least sixty (60) calendar days prior to each event. SBP will also provide the event's date, location, time and topic at that time.

2.4.2.2.1 The plan may include up to \$1,500 for advertising and promotion costs per event.

2.4.2.3 Contractor shall have up to ten (10) calendar days to submit a draft marketing plan to SBP.

2.4.2.4 SBP and the Contractor shall then have up to five (5) calendar days to finalize the marketing plan.

2.4.2.5 Contractor shall then have up to fifteen (15) calendar days to complete campaign logistics (media purchases, social media content, interview schedules, etc.) while SBP completes designs for ads and collaterals.

2.4.2.6 The marketing campaign shall begin at least thirty (30) calendar days prior to the date scheduled for the event.

2.4.2.7 A hypothetical illustration of the above schedule for the July Exploring Entrepreneurship Panel would be as follows:

- May 15<sup>th</sup> – SBP notifies Contractor of the date, location, time and topic of the July event.
- May 25<sup>th</sup> – Contractor submits a draft marketing plan.
- May 25<sup>th</sup>-June 1<sup>st</sup> – SBP and Contractor discuss and finalize the marketing plan.
- June 1<sup>st</sup>-15<sup>th</sup> – Contractor completes logistics for the marketing campaign while SBP completes design of the advertisements and collateral.
- June 15<sup>th</sup> – marketing campaign begins.
- July 15<sup>th</sup> – the Exploring Entrepreneurship Panel is held.

2.4.3 Online classes:

2.4.3.1 SBP shall notify the Contractor to prepare a draft marketing plan at least thirty (60) calendar days prior to the anticipated launch of the initial online classes.

2.4.3.2 Contractor shall have up to ten (10) calendar days to submit a draft marketing plan to SBP.

2.4.3.2.1 The plan for promoting the online classes should be based on a long-term, on-going marketing campaign.

2.4.3.2.2 The plan may include up to \$2,000 for advertising and promotion costs.

2.4.3.3 SBP and the Contractor will then have up to five (5) calendar days to finalize the marketing plan. The exact kickoff date for the marketing campaign will be established during this phase.

2.4.3.4 Contractor shall then have up to fifteen (15) calendar days to complete arrangements for the marketing campaign while SBP completes design of the advertisements and collateral.

2.4.3.5 The marketing campaign shall begin on the day the online classes are launched.

2.4.3.6 A hypothetical illustration of the above schedule would be as follows:

- March 1st – SBP notifies Contractor that the initial online classes will be launched on May 1st.
- March 10th – Contractor submits a draft marketing plan.
- March 10th-15th – SBP and Contractor discuss and finalize the marketing plan and set the campaign launch date.
- March 15th-31<sup>st</sup> – Contractor completes arrangements for the marketing campaign while SBP completes design of the advertisements and collateral.
- May 1st – the online classes are launched and the marketing campaign begins.

2.4.4 Major Informational Expo:

2.4.4.1 SBP anticipates holding its major information expo in early May 2018.

2.4.4.2 SBP shall notify the Contractor to prepare a draft marketing plan at least sixty (60) calendar days prior to the expo. SBP will also provide the event's date, location, time and topic at that time.

2.4.4.2.1 The plan may include up to \$10,000 for advertising and promotion costs.

2.4.4.3 Contractor shall have up to ten (10) calendar days to submit a draft marketing plan to SBP.

2.4.4.4 SBP and the Contractor will then have up to five (5) calendar days to finalize the marketing plan.

2.4.4.5 Contractor shall then have up to fifteen (15) calendar days to complete campaign logistics (media purchases, social media content, interview schedules, etc.) while SBP completes designs for ads and collaterals.

2.4.4.6 The marketing campaign shall begin at least thirty (30) calendar days prior to the date scheduled for the event.

2.4.4.7 A hypothetical illustration of the above schedule for 2018's major informational expo would be as follows:

- March 1<sup>st</sup> – SBP notifies Contractor of the date, location, time and topic of the expo.
- March 15<sup>th</sup> – Contractor submits a draft marketing plan.
- March 15<sup>th</sup>-31<sup>st</sup> – SBP and Contractor discuss and finalize the marketing plan.
- April 1<sup>st</sup> – marketing campaign begins.
- May 1<sup>st</sup> – the Major Informational Expo is held.



### 3.0 Proposal Submission

- 3.1 Business Organization: State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein.
- 3.2 Authorized Negotiator: Include the name, address, email, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- 3.3 Concept and Solution: State your understanding of the requirement presented in Section 2.0 Scope of Work of this RFQ and provide the following:
  - 3.3.1 An outline of the marketing plan you would propose for the One-on-One Coaching relaunch.
  - 3.3.2 A detailed description of a non-City of Austin related marketing plan you have previously designed and implemented that were similar in nature to the Scope of Work of this solicitation.
- 3.4 Work Plan: Describe your Work Plan for achieving the RFQ's Scope of Work. Include a schedule for fully developing the marketing plan and for performing each major task. Include any time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. The City will meet with the successful Proposer following award and execution of the contract to finalize the project schedule.
- 3.5 Project Management Structure: Submit a description or organization chart showing how you will organize your staff and resources to ensure deadlines are met in the event of staff absences, equipment failures, etc.
- 3.6 List three non-City marketing campaigns you designed and executed that contained at least some of the elements listed below. Describe the purpose of the marketing campaign, the target audience and advertising budget you had to work with.
  - 3.6.1 Developed a marketing plan
  - 3.6.2 Recruited media sponsors
  - 3.6.3 Arranged public service announcements
  - 3.6.4 Arranged interviews with sponsoring local television or radio talk show
  - 3.6.5 Arranged media coverage
  - 3.6.6 Placed advertisements
  - 3.6.7 Conducted or planned a social media campaign
- 3.7 In Section 0700, provide references for at least three non-City marketing campaigns of similar size and purpose.
- 3.8 Proposals submission

- 3.8.1 Proposals are due by 5:00 p.m. on Thursday, August 17, 2017, by email. Please submit proposals to:

Blake Smith  
City of Austin, Small Business Development Program  
Email: [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)  
Phone: 512-974-7618

- 3.8.2 Proposals should be submitted as PDF documents

- 3.8.3 Total file size for attachments should not exceed 3 MB

- 3.8.4 Proposers should verify with Blake Smith that their submission was received because no submissions can be accepted after the deadline

#### **4.0 Cost Proposal**

- 4.1 Fill out Quote Sheet 0600 on Page 10, sign and date, and return with your submittal.
- 4.2 A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. Your cost proposal should include all expenses necessary to perform the scope of work, including overhead and mileage.
- 4.3 \$20,000 has already been included as a line item of your cost proposal as a budget for advertising and promotional costs. Add the proposed cost for your work to the \$20,000 advertising and promotion budget.

#### **5.0 Evaluation Factors**

- 5.1 Proposals will be evaluated on a 100-point scale according to the following factors:
- 5.1.1 Strength of Concept and Proposed Solution (Section 3.3) – 30 points
  - 5.1.2 Strength of Work Plan (Section 3.4) – 10 points
  - 5.1.3 Management Structure (Section 3.5) – 10 points
  - 5.1.4 Demonstrated Applicable Experience (Section 3.6) – 40 points
  - 5.1.5 Total Cost – 10 points

**Section 0600**  
**REQUEST FOR QUOTATION—QUOTE SHEET**  
**RFQ No.: BHS17072500918**

**DESCRIPTION:** Marketing and media consultant to publicize Small Business Program services, online classes and events.

**Quote Due Date and Time:** before August 10, 2017 @ 5:00 pm

**Submit Responses via email to:** [blake.smith@austintexas.gov](mailto:blake.smith@austintexas.gov)

**Awarded vendor will be required to provide a Certificate of Insurance-see attached guidelines.**

Description	Hours/Units	Cost per Hour/Unit	Total Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Advertising and promotion costs		\$20,000.00	\$20,000.00
<b>Total Proposal Cost</b>			<b>\$</b>

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY EMAIL: \_\_\_\_\_

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

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

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

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

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Consultant 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: \_\_\_\_\_

**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 Consultant 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 Consultant 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 Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant.
  - iii. The Consultant 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 Consultant 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 Consultant.
- i. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Consultant/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
- ii. **Business Automobile Liability Insurance:** The Consultant shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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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".