



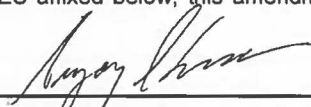
Amendment No. 2
to
Contract No. NA180000082
for
Customer Satisfaction Survey and Bench-Marking Analysis
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 2, 2020 through April 1, 2021. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$25,000 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/02/2018 – 04/01/2019	\$25,000.00	\$25,000.00
Amendment No. 1: Option 1-Extension 04/02/2019 – 04/02/2020	\$25,000.00	\$50,000.00
Amendment No. 2: Option 2 – Extension 04/02/2020 – 04/01/2021	\$25,000.00	\$75,000.00

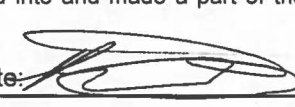
- 3.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas,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

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

Sign/Date:  12/12/2019

Printed Name: Gregory S. Emas
Authorized Representative

ETC Institute
725 W Frontier Circle
Olathe, KS 66061
Greg.emas@etcinstitute.com

Sign/Date:  12/17/19

Brenita Selement
Procurement Specialist II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
of
Contract No. NA180000082
for
Customer Satisfaction Polling Services
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 2, 2019 to April 1, 2020. Three options remain.
- 2.0 The total contract amount is increased by \$25,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/02/2018 – 04/01/2019	\$25,000.00	\$25,000.00
Amendment No. 1: Option 1 - Extension 04/02/2019 – 04/01/2020	\$25,000.00	\$50,000.00

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

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

Signature:

Printed Name: Gregory S. Emas, CFO
Authorized Representative

Signature:

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

ETC Institute
725 W. Frontier Lane
Olathe, KS 66061
Greg.emas@etinstitute.com
913-829-1215



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

April 2, 2018

ETC Institute
Greg Emas
725 W. Frontier Lane,
Olathe, KS 66061
Greg.Emas@ETCinstitute.com

Dear Mr. Emas:

The City of Austin approved the execution of a contract with your company for customer satisfaction polling services in accordance with the referenced solicitation.

Responsible Department:	Development Services Department
Department Contact Person:	Janet McNeil
Department Contact Email Address:	Janet.McNeil@austintexas.gov
Department Contact Telephone:	(512) 974-2760
Project Name:	Customer Satisfaction Polling Services
Contractor Name:	ETC Institute
Contract Number:	MA 5300 NA180000082
Contract Period:	04/02/2018 – 04/01/2019
Dollar Amount	\$25,000.00
Extension Options:	Four 12-month options
Requisition Number:	RQM 5300 17101800043
Solicitation Type & Number:	RFP 5300 JRD0317

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

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ETC INSTITUTE ("Contractor")
FOR
CUSTOMER SATISFACTION POLLING SERVICES
MA 5300 NA180000082**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ETC Institute having offices at 725 W. Frontier Lane, Olathe, KS 66061 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5300 JRD0317 - Customer Satisfaction Polling Services.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), RFP 5300 JRD0317 - Customer Satisfaction Polling Services including all documents incorporated by reference
- 1.1.3 ETC Institute Offer, dated 2/5/2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$25,000 for the initial Contract term and \$25,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

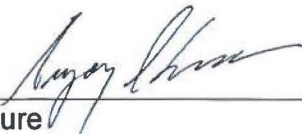
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ETC INSTITUTE

CITY OF AUSTIN

Gregory S. Emas

Printed Name of Authorized Person

Signature 

CFO


Title:

3/13/2018

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person

Signature 

PROCUREMENT SPECIALIST IV

Title:

4/2/2018

Date:

Proposal to Conduct a Customer Satisfaction Poll for the City of Austin Development Services Department

...helping organizations make better decisions since 1982

RFP 5300 JRD 0317

Submitted to the City of Austin

By:

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

February 8, 2018





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Tab 1

Executive Summary



Marketing Research, Demography, Statistical Applications

725 W. Frontier Lane, Olathe, Kansas 66061
(913) 829-1215 FAX: (913) 829-1591

February 8, 2018

Janet McNiel
Development Services Department
City of Austin
505 Barton Springs Rd. Ste. 750
Austin, Texas 78704
(512) 974-2760

**RFQ 17-05: A Proposal to Conduct a Customer Satisfaction Poll for the City of Austin
Development Services Department**

Dear Members of the Selection Committee:

ETC Institute is pleased to submit a proposal to conduct a Customer Satisfaction Poll for the City of Austin Development Services Department. In response to your RFP, you will find enclosed one (1) hardcopy bid, and one (1) flash drive containing an electronic copy of a proposal from ETC Institute.

The proposal is intended to be completely responsive to the RFP and has been organized as follows:

- **Section 1:** Executive Summary
- **Section 2:** City of Austin Purchasing Documents
- **Section 3:** Authorized Negotiator
- **Section 4:** Company Experience and Personnel Qualifications
- **Section 5:** Project Concept, Solution, and Program
- **Section 6:** Cost Proposal
- **Section 7:** Exceptions to the Proposal
- **Section 8:** Proposal Acceptance Period

Firm Overview

ETC Institute Has the Most Updated and Innovative Analytical Tools to Help the City Understand and Utilize Survey Data. Today, government officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied. The **Importance-Satisfaction (IS) rating** is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities

will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived level of importance of the service is relatively high. This analysis tool helps our clients to identify specific drivers of satisfaction.

ETC Institute's Experience is Unparalleled. ETC Institute administered the previous Development Services Department polls in 2016 and 2017. Understanding the needs of the Department, and the basis for the poll will help facilitate the entire polling process. Through our experience, ETC Institute is the most qualified firm to handle future Development Services Department polls.

ETC Institute guarantees that we will be very responsive to your needs. ETC Institute administered a survey to organization that had used our services. Among the 151 clients who responded to the survey, 100% were satisfied with the service they received and 100% indicated they would recommend our firm to other organizations. The reason ETC Institute's customer satisfaction levels are so high is due to our commitment to the needs of our clients.

Closing

ETC Institute will work very closely with the City and do everything possible to ensure the survey meets the high expectations you have set for this project. **No firm is better suited to help you understand and use resident survey data than ETC Institute.** Our experience with market research for local governments is second to none, and clients in 49 states can attest to our commitment and attention to customer satisfaction.

We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call us at (913) 829-1215.

Best regards,



Jason Morado
Senior Project Manager, ETC Institute
725 W Frontier Lane, Olathe KS 66061
913-829-1215
jmorado@etcinstitute.com
www.etcinstitute.com

Tab 2

City of Austin Purchasing Documents



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

SOLICITATION NO: 5300 JRD0317

DATE ISSUED: January 15, 2018

REQUISITION NO.: 5300 17101800043

COMMODITY CODE: 96160, 20885

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

Primary Contact:

Jonathan Dalchau

Procurement Specialist IV

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

Secondary Contact:

Georgia Billela

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Customer Satisfaction
Polling Services

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:30 AM,
Thursday, January 25, 2018

LOCATION: Municipal Building, 124 W. 8th Street, Suite 335.1,
Austin, TX 78701

Pre-Proposal Remote Conference Phone Number: 512-974-9300
Enter the following code when prompted: 895571

PROPOSAL DUE PRIOR TO: 2:00 PM, Thursday, February 8, 2018

PROPOSAL OPENING TIME AND DATE: 3:00 PM, Thursday,
February 8, 2018

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

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

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0317	Purchasing Office-Response Enclosed for Solicitation # JRD0317
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original response per flash drive)

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	EXCEPTIONS FORM – Complete and return	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

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

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

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

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

Company Name: ETC Institute

Company Address: 725 W. Frontier Lane

City, State, Zip: Olathe, KS 66061

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Greg Emas

Title: CFO

Signature of Officer or Authorized Representative: 

Date: 02/05/2018

Email Address: Greg.Emas@ETCInstitute.com

Phone Number: 913-829-1215

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ETC Institute	
Physical Address	725 W. Frontier Lane, Olathe, KS 66061	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name ETC Institute

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

1. Company's Name City of Dallas, Texas
 Name and Title of Contact LaToya Jackson, Assistant Director Center of Performance Excellence
 Project Name Community Surveys 2009 - 2016; Business Survey 2015
 Present Address 1500 Marilla Street
 City, State, Zip Code Dallas, Texas 75201
 Telephone Number (214) 671-8878 Fax Number ()
 Email Address LaToya.Jackson@DallasCityHall.com

2. Company's Name City of Kansas City, Missouri
 Name and Title of Contact Kate Bender, Senior Performance Analyst
 Project Name Community Surveys 2005-2018; Business Survey 2014
 Present Address 414 E. 12th Street
 City, State, Zip Code Kansas City, Missouri 64106
 Telephone Number (816) 513-6567 Fax Number ()
 Email Address Kate.Bender@KCMO.org

3. Company's Name City of San Antonio, Texas
 Name and Title of Contact Di Galvan, Director of Communications and Public Affairs
 Project Name Community Surveys 2004-2018
 Present Address 100 Military Plaza
 City, State, Zip Code San Antonio, TX 78205
 Telephone Number (210) 207-7234 Fax Number ()
 Email Address Di.Galvan@SanAntonio.gov

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

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

not continue.

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

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

Sanctions:

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

Term:

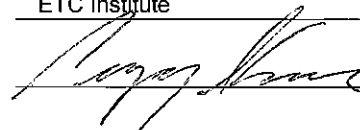
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees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

Dated this 5th day of February, 2018

CONTRACTOR

ETC Institute

Authorized Signature



Title

CFO

Section 0835: Non-Resident Bidder ProvisionsCompany Name ETC Institute

- 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: Non-resident Bidder

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

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

Answer: No Which State: Kansas

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
ETC Institute

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 5300 JRD0317

SOLICITATION TITLE: CUSTOMER SATISFACTION POLLING SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

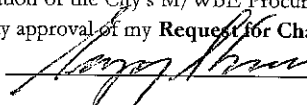
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	ETC Institute		
City Vendor ID Code	480945023		
Physical Address	725 W. Frontier Lane		
City, State Zip	Olathe, KS 66061		
Phone Number	913-829-1215	Email Address	Greg.Emas@etcinstitute.com
If the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Greg Emas, CFO

 02/05/2018

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**ADDENDUM
REQUEST FOR PROPOSAL
CUSTOMER SATISFACTION POLLING SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 5300 JRD0317

Addendum No: 1

Date of Addendum: January 29, 2018

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

1.0 Questions and Answers.

Q1: Are you seeking specific credentials to determine contractor qualification?

A1: No, the City is not seeking specific credentials. However, the City will evaluate your experiences listed in your submitted proposal and score it.

Q2: Do I need to staff someone at the phone line for Spanish language assistance?

A2: It is up to the Offer to propose their best solution based on the requirements listed in the Scope of Work. The City is okay with an Offeror using an automated system if the automated system can capture the customer's contact information for a callback if necessary.

Q3: Do you have a breakdown of the contact information for the estimated 7,500 people by address, email or phone?

A3: All of the 7,500 customers contacted for the poll conducted in 2017 had supplied an email address. DSD supplied just over 30,000 individual customer records to the contractor. Of those, 45% of those records had emails, 77% had a mailing address, and 69% had a phone number. However, the data provided was raw and could have contained approximately 50% duplicate records that was sorted by the Contractor into a final contact list. Email was the method used to contact customers for both the 2016 and 2017 polls.

Q4: Have you offered a reward in the past for people to complete the surveys?

A4: The City has not offered any rewards for answering these surveys in the past.

Q5: Can you provide suggestions for how we can obtain benchmarking for other locals?

A5: The City is deferring to the expertise of the Contractor to best determine benchmarking efforts based on industry methodology and their past experiences.

Q6: Who is the current contractor for these services?

A6: The current contract provider is ETC Institute.

Q7: I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

A7: Yes, if an Offeror decides they want to subcontract after the contract is award, an Offeror can contact SMBR at (512) 974-7600 or SMBRComplianceDocuments@austintexas.gov and follow the Good Faith Efforts at the time it was decided to subcontract.



- Q8: I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?
- A8: Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 or SMBRComplianceDocuments@austintexas.gov for assistance in correctly completing Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

ACKNOWLEDGED BY:

ETC Institute
Vendor Name


Authorized Signature

02/05/2018
Date

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



**ADDENDUM
REQUEST FOR PROPOSAL
CUSTOMER SATISFACTION POLLING SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 5300 JRD0317

Addendum No: 2

Date of Addendum: February 1, 2018

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

1.0 Questions and Answers.

Q1: Can you tell me how many respondents completed the poll last year?

A1: Of the 3,500 customers sent the satisfaction poll in 2017, 753 of those customers completed the poll.

Correction to Question 3 on Addendum 1:

Q3: Do you have a breakdown of the contact information for the estimated 7,500 people by address, email or phone?

A3: Of the 3,500 customers contacted to complete the poll conducted in 2017, all had supplied an email address. DSD supplied just over 30,000 individual customer records to the contractor. Of those, 45% of those records had emails, 77% had a mailing address, and 69% had a phone number. However, the data provided was raw and contained duplicate records that was sorted by the Contractor into a final potential contact list of 7,500 customers. Email was the method used to contact customers for both the 2016 and 2017 polls.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

ACKNOWLEDGED BY:

ETC Institute
Vendor Name


Authorized Signature

02/05/2018
Date

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

Tab 3

Authorized Negotiator

Authorized Negotiator

Greg Emas currently serves as the Chief Financial Officer for ETC Institute, and is authorized to negotiate contract terms and render binding decisions on contract matters.

Listed below is Mr. Emas' contact information:

Greg Emas, CFO
ETC Institute
725 W. Frontier Lane
Olathe, KS 66061
(913) 829-1215
Greg.Emas@ETCInstitute.com

Tab 4

Company Experience and Personnel Qualifications

Tab 4.A

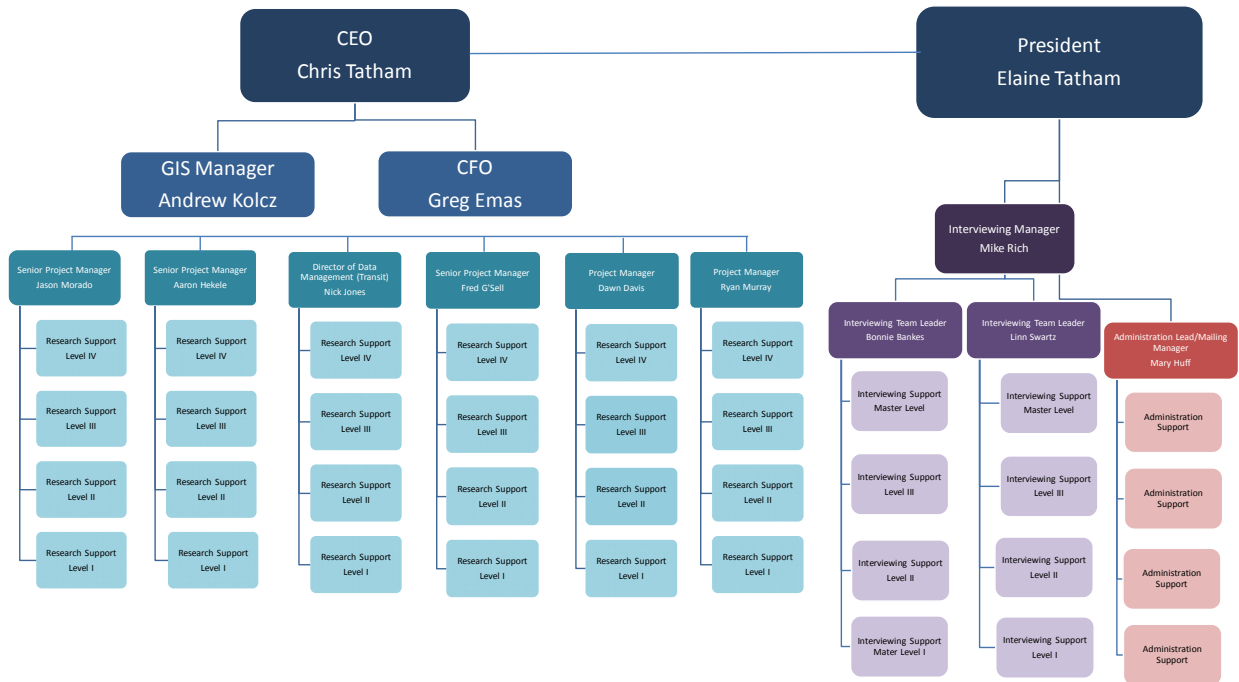
Business Organization

Business Organization

ETC Institute is a 100-person market research firm that specializes in the design and administration of market research for governmental organizations. ETC Institute operates as a S-Corporation and does not have any branch offices. ETC Institute is licensed to operate in the State of Kansas and Teas. ETC Institute's corporate office is located at the following address:

725 W. Frontier Lane
Olathe, KS 66061

Organization and Communication Chart:



Tab 4.B
***Project Management
Structure and Personnel***

Resumes of Key Personnel Assigned to the Project

The ETC Institute Team was assembled based on a thorough review of the requested scope of services. The staff members selected to fill key roles must have extensive experience which exceeds the technical requirements for this project. The core skills identified by our team are listed below:

- Strong project management skills and extensive experience with the management of research studies for local government organizations
- Statistical sampling expertise
- Knowledge of local government organizations, specifically the City of Austin and the Development Services Department

All services will be performed, in-house, by ETC Institute staff. ETC Institute has its own mailing department, call center, and web design team. The key members of the project team who will be assigned to the project are listed below:

- **Jason Morado** will assume the role of Senior Project Manager. Mr. Morado has more than 15 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 400 local governmental organizations throughout the United States. Mr. Morado has served as the Project Manager on both the 2015 and 2017 DSD Polls.
- **Chris Tatham** has managed more than 2,500 community surveys for local governmental organizations across the United States, including numerous surveys throughout the state of Illinois. He has conducted community surveys in nine of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. He has more experience with the design and interpretation of community survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. His understanding of local government issues combined with his local experience make him ideally suited to help the City achieve their goals and objectives for this project. Mr. Tatham will service as a Senior Consultant and will assist the Project manager in the review and design of the survey instruments, as well as the final report.
- **Ryan Murray** will assume the role of Assistant Project Manager. Mr. Murray has 10 years of experience in administration, development, supervision, and research analysis involving a wide variety of fields. He has served as the senior researcher on projects for over 50 local governmental organizations throughout the U.S. Mr. Murray served as the Assistant Project Manager for both the 2015 and 2017 DSD Polls.

Resumes for each of our project staff are provided on the following pages.



JASON MORADO

Senior Project Manager

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

jmorado@etcinstitute.com

(913) 829-1215



EDUCATION

M.B.A., Webster University, 2009

B.S. in Business Administration – Marketing, Avila University 2000

SUMMARY OF EXPERIENCE

Mr. Morado has over 15 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 300 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics. Mr. Morado has planned, coordinated and supervised the administration of transportation studies, and has served as an on-site supervisor for the administration of transportation surveys in over a dozen states.

RELEVANT PROJECT EXPERIENCE

Citizen Satisfaction Surveys

Mr. Morado has served as a project manager for over 100 citizen satisfaction surveys for local governmental organizations. Some of these organizations include:

- Auburn, CA
- Austin, TX
- Bensenville, IL
- Cabarrus County, NC
- Casper, WY
- Cedar Hill, TX
- Chapel Hill, NC
- Clayton, MO
- Chickasha, OK
- Columbia, MO
- Dallas, TX
- Davenport, IA
- Des Moines, IA
- Durham County, NC
- Fort Lauderdale, FL
- Gardner, KS
- Glencoe, IL
- Glenview, IL
- Greenville, NC
- Hallandale Beach, FL
- High Point, NC
- Hyattsville, MD
- Johnston, IA
- Johnson County, KS
- Jonesboro, AR
- Kansas City, MO
- Kennesaw, GA
- King County, WA
- Kirkwood, MO
- Las Vegas, NV

- Lawrence, KS
- Louisville, KY
- McAllen, TX
- Midwest City, OK
- Missouri City, TX
- Montrose, CO
- Mountain Brook, AL
- Mount Prospect, IL
- Newport, RI
- Oklahoma City, OK
- Olathe, KS
- Pinehurst, NC
- Plano, TX
- Raymore, MO
- Rolla, MO
- Saint Joseph, MO
- San Antonio, TX
- Shawnee, KS
- Shoreline, WA
- Sugar Land, TX
- Tempe, AZ
- Vancouver, WA

Parks and Recreation Surveys

Mr. Morado has served as a project manager for over 100 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Atlanta, GA
- Arlington County, VA
- Bend, OR
- Blue Springs, MO
- Burleson, TX
- Casa Grande, AZ
- Cedar Rapids, IA
- Champaign, IL
- Cincinnati, OH
- Columbus, OH
- Denver, CO
- Des Moines, IA
- East Baton Rouge Parish, LA
- Eau Claire, WI
- Edmonds, WA
- Iowa City, IA
- Henderson, NV
- Geneseo, IL
- Kent, WA
- Kettering, OH
- Lake St. Louis, MO
- Las Cruces, NM
- Lenexa, KS
- Longview, TX
- Los Angeles, CA
- Lubbock, TX
- Mesa, AZ
- Mecklenburg County, NC
- Miami, FL
- Milwaukee County, WI
- Naperville, IL
- Oakland County, MI
- Orlando, FL
- Overland Park, KS
- Peoria, AZ
- Raleigh, NC
- Redmond, WA
- Richland County, SC
- Round Rock, TX
- Salvation Army (numerous locations)
- San Diego, CA
- San Francisco, CA
- Southlake, TX
- St. Paul, MN
- U.S. Army Installation Management Command
- U.S. Marine Corps
- U.S. National Park Service
- Valparaiso, IN
- Virginia Beach, VA
- Washington D.C.

Transportation Research Studies

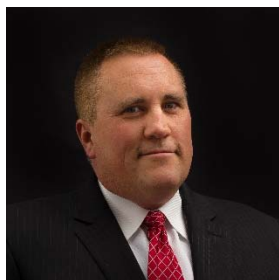
Mr. Morado has assisted in the design and administration of research for a wide range of transportation studies. Some of the organizations for whom he has assisted in transportation related research include:

- Atlanta Regional Commission (the MPO for the Atlanta area)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Fayetteville Area Metropolitan Planning Organization
- Greater Buffalo-Niagara Regional Transportation Council
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Mid America Regional Council (the MPO for the Kansas City area)
- Missouri Department of Transportation
- Nashville Metropolitan Transit Authority
- North Carolina Department of Transportation
- North Central Texas Council of Governments
- South Carolina Department of Transportation
- Southeast Michigan Council of Governments (the MPO for the Detroit area)
- Tennessee Department of Transportation
- Texas Department of Transportation
- Utah Transit Authority

PUBLICATIONS

- Cicerone, B., Hekele, A. and Morado, J. Strengthen Your Competitive Position – Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. *Management World* (published on-line [www.icpm.biz] by the Institute of Certified Professional Managers, Harrisonburg, VA), 2009 (November/December).
- Cicerone, B., Hekele, A., and Morado, J. Manage Customer Satisfaction Proactively! *FEMSA News* (published by The Fire and Emergency Manufacturers and Services Association, Lynnfield, MA). 2009 (Summer). Pages 16 and 19.
- Cicerone, B., Hekele, A., and Morado, J. Applying Continuous Process Improvement To Your Market Research Increases Customer Loyalty. *Marketing Times* (published in the website of the Sales & Marketing Executives International, www.smei.org). 2009 (June/July). Pages 6 – 8.
- Cicerone, B., Hekele, A., and Morado, J. Stop Managing Customer Satisfaction Reactively. *Industrial Management* (published by the Institute of Industrial Engineers, Norcross, GA), 2009 (May/June). Pages 27 – 30.
- Cicerone, B., Hekele, A., and Morado, J. Gain A Competitive Advantage. *The Magazine* (published by the Printing Industries of America, Sewickley, PA), 2009 (May). Pages 15 – 17.
- Cicerone, B., Hekele, A., and Morado, J. Use Continuous Process Improvement To Better Manage Customer Loyalty. *Alert! Magazine Online* (published in the website of the Marketing Research Association, www.mra-net.org), 2009 (April).
- Cicerone, B., Hekele, A. and Morado, J. Gain A Competitive Advantage: Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. Published in the website of the Business Marketing Association, (www.marketing.org), 2009 (February).

Cicerone, B., Hekele, A., and Morado, J. Keep Customers Coming Back By Inspecting What You Expect. 2009 (January 20). Posted to the Resource Portal section of the website of The Greater Kansas City Chamber of Commerce (www.kcchamber.com).



CHRISTOPHER TATHAM

CEO

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

ctatham@etcinstitute.com

(913) 829-1215



EDUCATION

M.B.A., Management, Kansas State University, 1996, first in class

B.A., Princeton University, Political Science/Economics, 1990, magna cum laude

Certificate of Proficiency in Latin American Studies, Princeton University, 1990

SUMMARY OF EXPERIENCE

Mr. Tatham is one of the nation's leading authorities on the development of qualitative and quantitative customer satisfaction research for state and local governments. During the past ten years, he has designed and implemented customer satisfaction assessments for more than 500 governmental agencies in 41 states.

He has superior skills for planning and coordinating complex tasks that are required for the successful administration of comprehensive customer satisfaction research programs. During the past year, he managed more than \$5 million dollars worth of research projects with budgets ranging from \$2,000 to more than \$2 million.

Mr. Tatham is a highly skilled interviewer and focus group facilitator. His experience includes interviews with foreign cabinet members, Heads-of-State, ambassadors, and numerous leaders at all levels of government and business in the United States, Mexico, and Canada. His communication skills (both English and Spanish) are excellent and he is extremely successful at getting quality feedback. During the past year, he facilitated more than 100 focus groups and nearly 200 stakeholder interviews.

Presentations and talks given by Mr. Tatham to regional and national audiences include: "How to Increase Customer Satisfaction with Effective Communication," (American Waterworks Association Research Foundation - Washington, D.C.); "How Municipal Departments Can Implement Effective Customer Satisfaction Programs on a Limited Budget," (Government Training Institute of Kansas and Missouri); "Benchmarking Citizen Satisfaction with the Delivery of Governmental Services" (Mid America Regional Council - Kansas City, MO); "Best Practices in Community Survey Research," National Association of Counties - New Orleans).

His representative project experience is briefly summarized below:

Customer Survey REsearch

Citizen Satisfaction Surveys

Mr. Tatham *has managed Customer Survey Research for dozens of governmental and private sector clients, including the following large governmental organizations:*

- Atlanta, Georgia
- Austin, Texas
- Broward County, Florida
- Buffalo, New York
- Colorado Springs, Colorado
- Columbus, Ohio
- Coral Springs, Florida
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Dupage County, Illinois
- Durham, North Carolina
- Fairfax County, Virginia
- Fort Lauderdale, Florida
- Fort Worth, Texas
- Fulton County, Georgia
- Houston, Texas
- Kansas City, Missouri
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mesa, Arizona
- Miami-Dade County, Florida
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Providence, Rhode Island
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Louis, Missouri
- St. Paul, Minnesota
- Tucson, Arizona
- U.S. Army Installation Management Agency
- U.S. National Parks Service
- Washington, D.C.
- Wayne County, Michigan

Other Experience:

Developed and implemented ETC Institute's ***DirectionFinder® Survey*** which allows more than 200 communities across the United States to objectively assess community priorities and customer satisfaction against regional and national benchmarks for a wide range of governmental services.

Developed and implemented an ongoing internal and external organizational surveys which are used by dozens of organizations to *generate performance measures to assess the progress towards achieving the strategic goals and objectives and to help set priorities for operating and capital budgets.*

Managed a large international customer satisfaction research project for the ***American Waterworks Association Research Foundation (AWWARF)*** that involved the design and administration of more than 5,000 surveys and 70 focus groups in five metropolitan areas in North America, including Seattle, Phoenix, Kansas City, Calgary, and Bridgeport.

Transportation Research Experience.

Mr. Tatham has a very comprehensive understanding or a wide range of transportation issues. Some of the organizations for whom Chris has managed transportation related market research include:

- Arizona Department of Transportation
- Atlanta Regional Commission (the mpo for the Atlanta area)
- CalTrans (California Department of Transportation)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Greater Buffalo-Niagara Regional Transportation Council (the mpo for the Buffalo area)
- HART | Honolulu Transit Authority
- Indiana Department of Transportation
- Iowa Department of Transportation
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Kentuckiana Planning and Development Agency (the mpo for the Louisville area)
- Mid America Regional Council (the mpo for the Kansas City area)
- Missouri Department of Transportation
- Nashville MTA
- North Central Texas Council of Governments
- North Carolina Department of Transportation
- Ohio Department of Transportation
- Oklahoma Department of Transportation
- South Carolina Department of Transportation
- South Dakota Department of Transportation
- Southeast Michigan Council of Governments (the mpo for the Detroit area)
- Southern California Association of Governments
- Stanislaus Council of Governments
- Tennessee Department of Transportation
- Texas Department of Transportation
- Valley Metro Regional Public Transportation Authority

Mr. Tatham has managed Internal Organizational Surveys/Assessments for the following organizations:

- | | |
|---|---------------------------------------|
| • City of Olathe, Kansas | • City of Lawrence, Kansas |
| • City of Fort Lauderdale, Florida | • Kansas Department of Transportation |
| • Broward County, Florida | • University of Health Sciences |
| • City of Kansas City, Missouri | • City of Blue Springs |
| • City of Coconut Creek, Florida | • City of Kansas City, Missouri |
| • Sprint Corporation | • City of Lee's Summit, Missouri |
| • Greater Kansas City Chamber of Commerce | • San Antonio, Texas |

Publications on Customer Satisfaction Related Issues

- 'Ten Steps To Increase Customer Loyalty.' *Services*, Vol. 25, No. 5 (May), 2005.

- 'Expand Your Roto Customer Base by Inspecting What You Expect.' *RotoWorld*, 2005, Vol 1, No. 2 (March-April).
- 'Increase Customer Loyalty in 10 Easy Steps.' *HVACR Distribution Today*, Winter 2004/2005
- 'Steps to Customer Loyalty.' *NAHAD News*, February, 2005.
- 'Inspecting What You Expect Keeps Customers Coming Back.' *e-Mhove*,
- 'Market Research: The Key to Creating Loyal Customers.' *Chemical Distributor*, 2005, Vol. 27, No. 1 (Jan.).
- "Customer Satisfaction and the Impact of Communications," Project 2613, American Water Works Association Research Foundation, 2004.
- 'Using Market Research to Assess Customer Satisfaction.' *IEC Insights*, November/December, 2004, Vol. 6.

Mr. Tatham has served as political advisor and conducted survey research that led to voter approval of projects valued at more than \$2 billion during the past six years, including:

- Kansas City Area Transportation Authority Sales Tax
- City of Bonner Springs Sales Tax
- City of Olathe Parks and Recreation Sales Tax
- City of Independence Stormwater Sales Tax
- City of Joplin Parks Sales Tax
- City of Kirkwood Aquatic Center and Ice Skating Facility Sales Tax
- Jefferson City School District Bond Issue
- Johnson County Education Sales Tax
- Kansas City School District Bond Issue
- Rolla School District Bond Issue
- City of Olathe Charter Amendments
- City of Casper Indoor Aquatics Center
- City of Columbia Community Recreation Center
- Platte County Trails Tax
- City of Lenexa Stormwater Sales Tax
- City of Independence Streets Improvements Sales Tax
- City of Grandview Transportation Sales Tax
- City of Liberty Transportation Sales Tax
- City of Liberty, Missouri, Public Safety Sales Tax
- City of Liberty, Missouri, Parks and Recreation Sales Tax

Current Position

Mr. Tatham is currently serving as the ***Chief Executive Officer*** for ETC Institute, a market research firm that specializes in the design and administration of customer satisfaction research for governmental, nonprofit, and private organizations. Areas of emphasis include: transportation, planning and zoning, parks and recreation, public safety, and utilities. Under his leadership as Director of Operations, the company's sales have increased by more than 1500% since 1996. The company was selected as one "One of the Best Places to Work in Kansas City" by the Kansas City Business Journal. ETC Institute also received the prestigious "Top 10 Small Businesses in Greater Kansas City" award from the Greater Kansas City Chamber of Commerce; the firm was selected from more than 1700 nominees.



RYAN MURRAY

Project Manager

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

rmurray@etcinstitute.com

(913) 254-4598



EDUCATION

B.S., Public Administration, The University of Kansas

SUMMARY OF EXPERIENCE

Mr. Murray has over 10 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Senior Researcher includes quantitative and qualitative research, report writing, benchmarking research, survey development, and statistical analysis. Mr. Murray has also held a supervisory role within the firm. In his previous role he planned, coordinated and supervised the administration of large scale origin-destination transportation studies on multiple projects across the country. Over the past two years, Mr. Murray has worked as a Senior Researcher on projects for over 50 state, county, local, and private sector clients. Below are some examples of the clients Mr. Murray has worked for.

PROFESSIONAL EXPERIENCE

- Aberdeen, South Dakota
- Auburn Alabama
- Augusta, Georgia
- Austin, Texas
- Blue Springs, Missouri
- Cape Coral
- Cary, Illinois
- Chapel Hill, North Carolina
- Mecklenburg County, North Carolina
- Charlotte, North Carolina
- Greensboro, North Carolina
- Rowan County, North Carolina
- High Point, North Carolina
- Raleigh, North Carolina
- Durham, North Carolina
- Dallas, Texas
- Denver Regional Council of Governments, Colorado
- Des Moines Area Regional Transit Authority, Iowa
- Des Moines, Iowa
- Des Plaines, Illinois
- Doral, Florida
- Durham, North Carolina Police Department
- EMBARK, Oklahoma
- Fauquier County Parks, Virginia
- Flower Mound, Texas
- Genessee County, Illinois
- Geneva, Illinois
- Grand Prairie, Texas
- Houston Metro, Texas
- Johnson County, Kansas
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kettering, Ohio
- Las Vegas, Nevada
- Maricopa Association of Governments, Arizona

Tab 4.C

Prior Experience

Prior Experience

City of Dallas, Texas

LaToya Jackson, Assistant Director Center of Performance Excellence

1500 Marilla Street, Dallas, TX 75201

(214) 671-8878

LaToya.Jackson@DallasCityHall.com

- ETC Institute has administered community, business and developer surveys for the City of Dallas since 2009. The purpose of the surveys is to gather feedback from citizens, businesses, and customers to identify ways to improve the overall quality of services provided by the City.

City of Kansas City, Missouri

Kate Bender, Senior Performance Analyst

414 E. 12th Street, Kansas City, MO 64106

(816) 513-6567

Kate.Bender@KCMO.org

- ETC Institute has administered community, business and developer surveys for the City of Kansas City, Missouri since 2005. The purpose of the surveys is to gather feedback from citizens, businesses, and customers to identify ways to improve the overall quality of services provided by the City.

City of San Antonio, Texas

Di Galvan, Director of Communications and Public Affairs

100 Military Plaza, San Antonio, TX 78205

(210) 207-7234

Di.Galvan@SanAntonio.gov

- ETC Institute has administered community, business and developer surveys for the City of San Antonio since 2004. The purpose of the surveys is to gather feedback from citizens, businesses, and customers to identify ways to improve the overall quality of services provided by the City.

Tab 5

Project Concept, Solution and Program

Tab 5.A

Approach

Project Concept, Solution, and Program: Approach

ETC Institute is a 100-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. **ETC Institute has conducted research for more major U.S. cities and counties than any other firm.** Some of the large communities where ETC Institute has conducted surveys include:

- Atlanta, Georgia
- **Austin, Texas**
- Broward County, Florida
- Buffalo, New York
- Charlotte, North Carolina
- Cincinnati, Ohio
- Colorado Springs, Colorado
- Columbus, Ohio
- Dallas, Texas
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Durham, North Carolina
- Dupage County, Illinois
- Fairfax County, Virginia
- Fort Worth, Texas
- Fort Lauderdale, Florida
- Fulton County, Georgia
- Houston, Texas
- Indianapolis, Indiana
- Kansas City, Missouri
- King County, Washington
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mecklenburg County, North Carolina
- Mesa, Arizona
- Miami, Florida
- Miami-Dade County, Florida
- Milwaukee County, WI
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oakland County, Michigan
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Portland, Oregon
- Prince George County, Maryland
- Providence, Rhode Island
- Raleigh, North Carolina
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Paul, Minnesota
- St. Louis, Missouri
- Tucson, Arizona
- Virginia Beach, Virginia
- Washington, D.C.
- Westchester County, New York
- Wayne County, Michigan

Our Research is Implementation Oriented: ETC Institute's clients do not usually hire ETC Institute just to gather data. They use our services because they know we are focused on helping them achieve their short and long-range objectives. A good measurement of our ability to help our clients implement their goals and objectives involves the values of new projects that have been funded as a result of our work. During the past five years, the results of our market research have led to more than \$3 billion in new funding for state, municipal and county governments as well as numerous nonprofit organizations. Projects that have been funded include a wide range of transportation improvements, community redevelopment projects, improvements to schools and health care institutions, water and electrical utility improvements, tourism attractions, neighborhood improvements, downtown revitalization projects, open space acquisition and park improvements, and the development of numerous specialized leisure facilities such as community centers, aquatic centers, and sports facilities. Our ability to help our clients integrate survey research with community planning decisions helps our clients maximize the value of their investment in our services.

Our Research Helps Leaders Balance the Needs of the Public with Special Interest Groups. Special interest groups often dominate local-decision making processes because they actively participate in community meetings and share their ideas with local officials. While input from special interest groups is important, the needs of the public can be overlooked if community leaders only have input from well organized groups and community activists. ETC Institute's surveys are designed to ensure the needs of the entire community are represented.

Accomplishments/Awards

Small Business of the Year. ETC Institute was awarded the Greater Kansas City Chamber of Commerce's "**Top 10 Small Business of the Year Award**". ETC Institute was selected from more than 1,700 nominees for the award. Commitment to quality and superior customer service were two of the reasons the firm was selected.

Best Place to Work. ETC Institute was also selected as one of the "Best Places to Work in Greater Kansas City" by the Kansas City Business Journal. ETC Institute received special recognition for our commitment to having a diverse work environment with regard to race/ethnicity, gender, faith, physical ability, and age.

Kansas City's Top 100 Fastest Growing Companies. For three consecutive years, ETC Institute was selected as one of the "Top 100 Fastest Growing Companies in the Kansas City Area" by Ingram's Kansas City Business Journal.

America's Fastest-Growing Private Companies. ETC Institute recently ranked 3459 among the "Top 5000" fastest growing private companies.

Market Research Services Provided

ETC Institute provides a host of market research services including the following:

Focus Groups and Stakeholder Interviews

ETC Institute has facilitated focus groups and stakeholder interviews for organizations across the United States. Focus groups have been conducted for a wide range of assessments, public policy initiatives, strategic and long-range planning efforts, visioning plans, comprehensive planning efforts, parks and recreation master plans, transportation plans, health care strategic plans, bi-state planning efforts, customer satisfaction initiatives, and numerous state, regional, and national associations.

Survey Research

ETC Institute is nationally recognized for our expertise in survey research. We have been helping non-profit and local governmental organizations use surveys as a guiding force for setting measurable community level goals and priorities for more than two decades. During the past two years alone, ETC Institute has designed and administered market research assessments on behalf of clients in more than 40 states

On-Line (Web-based) Market Research

ETC Institute can help organizations gather input via the Internet with our on-line market research division. Internet-based surveys are suitable for a wide range of purposes including: customer satisfaction surveys, employee surveys, business surveys, and other purposes.

Consensus Building Workshops

At the end of a project, ETC Institute can facilitate workshops with senior managers and/or elected officials. The workshop is designed to build consensus around “top priorities” for the City, based on the results of the survey. The workshop helps set the stage for acceptance of the recommendations as well as action that will lead to the implementation of initiatives that will support the recommendations.

Surveys of Underserved/Environmental Justice Groups

ETC Institute understands the importance of gathering data from traditionally underserved populations. During the past two years, ETC Institute has administered more than 75,000 surveys to traditionally underserved populations. Our extensive experience in the recruitment of traditionally underserved populations to participate in surveys ensures that our clients get accurate data for a wide range of difficult to reach populations **including non-English speaking persons**, persons with mental and physical disabilities, inner city and rural poor, and the elderly. ETC Institute has the capability of administering surveys in more than 20 languages, including: English, Spanish, Russian, Mandarin, and Cantonese.

Secondary Data Analysis

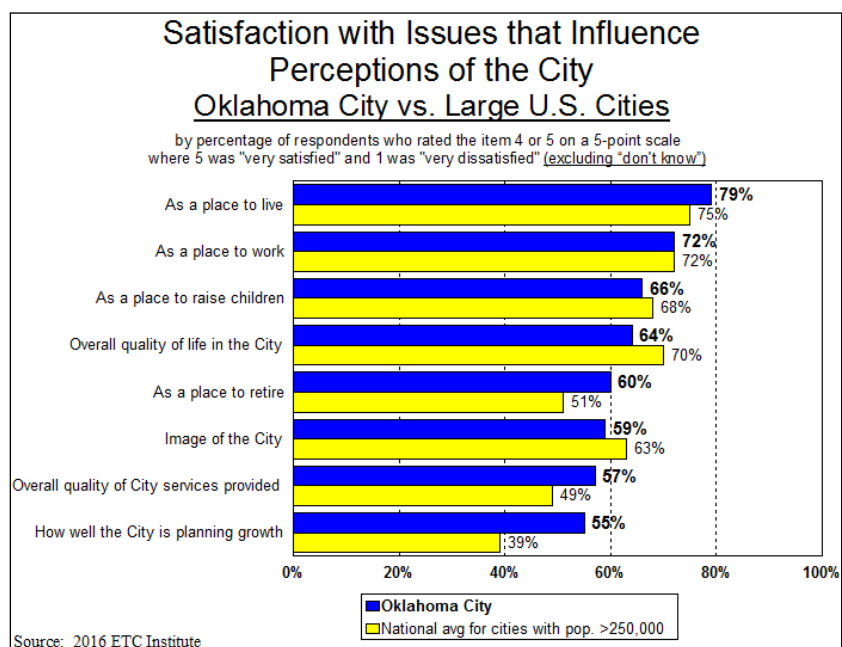
ETC Institute has had extensive experience conducting primary and secondary research efforts for a wide range of governmental organizations in major metropolitan areas for over 30 years. ETC Institute has the expertise to perform needs assessment research that adheres to rigorous standards for impartiality and addresses the issues most valuable to decision-makers.

Benchmarking Analysis (Normative Comparisons)

Benchmarking analysis is a highly effective tool that helps decision-makers interpret the meaning of community survey data. If 64% of residents are satisfied with the condition of city streets, is that good or bad? Without comparative data, it is difficult to know. ETC Institute maintains **national** and **regional benchmarking data** for more than 80 types of local governmental services, including the following:

- Public safety (police, fire, ambulance)
- Maintenance/public works
- Planning
- Communications
- Code enforcement
- Transportation and traffic flow
- Parks and recreation
- Utilities (water, sewer, etc.)
- Public health services
- Library services

Benchmarking data can help local governments understand how their results compare to similar communities. For example, 57% of the residents in the City of Oklahoma City were “very satisfied” or “satisfied” with the overall quality of City services. Without comparative data, City leaders might have wondered whether 57% was an acceptable rating. As the chart on the following page shows, 57% is a relatively good rating for this issue among large cities in the U.S.

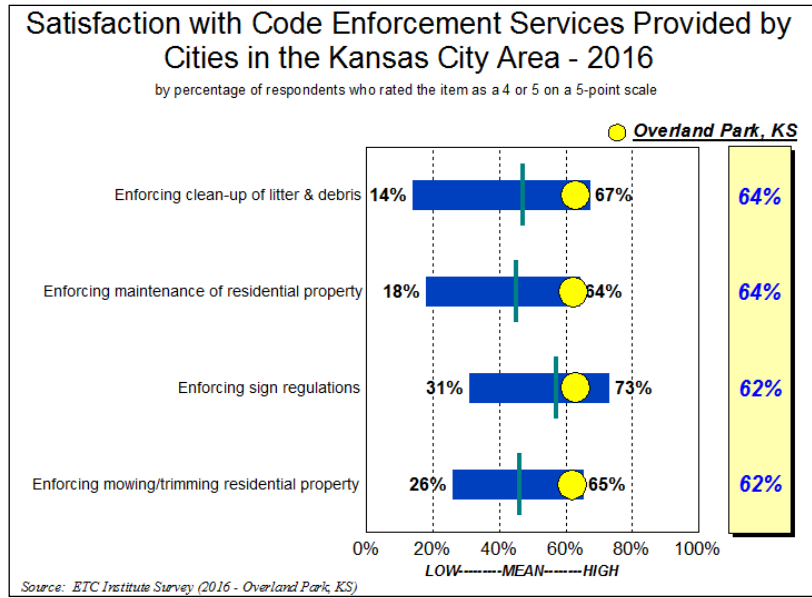


Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 49%.

Since November 1999, more than 250 cities and counties in more than 40 states have used ETC Institute’s Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating city and counties conduct the survey on an annual or biennial basis.

ETC Institute's experience with customer satisfaction research for city and county governments provides our clients with a unique capability for interpreting the meaning of survey results.

Without benchmarking data, it would be easy to make mistakes in the interpretation of survey results. Compared to other communities in the Kansas City Metro Area, ETC Institute's benchmarking

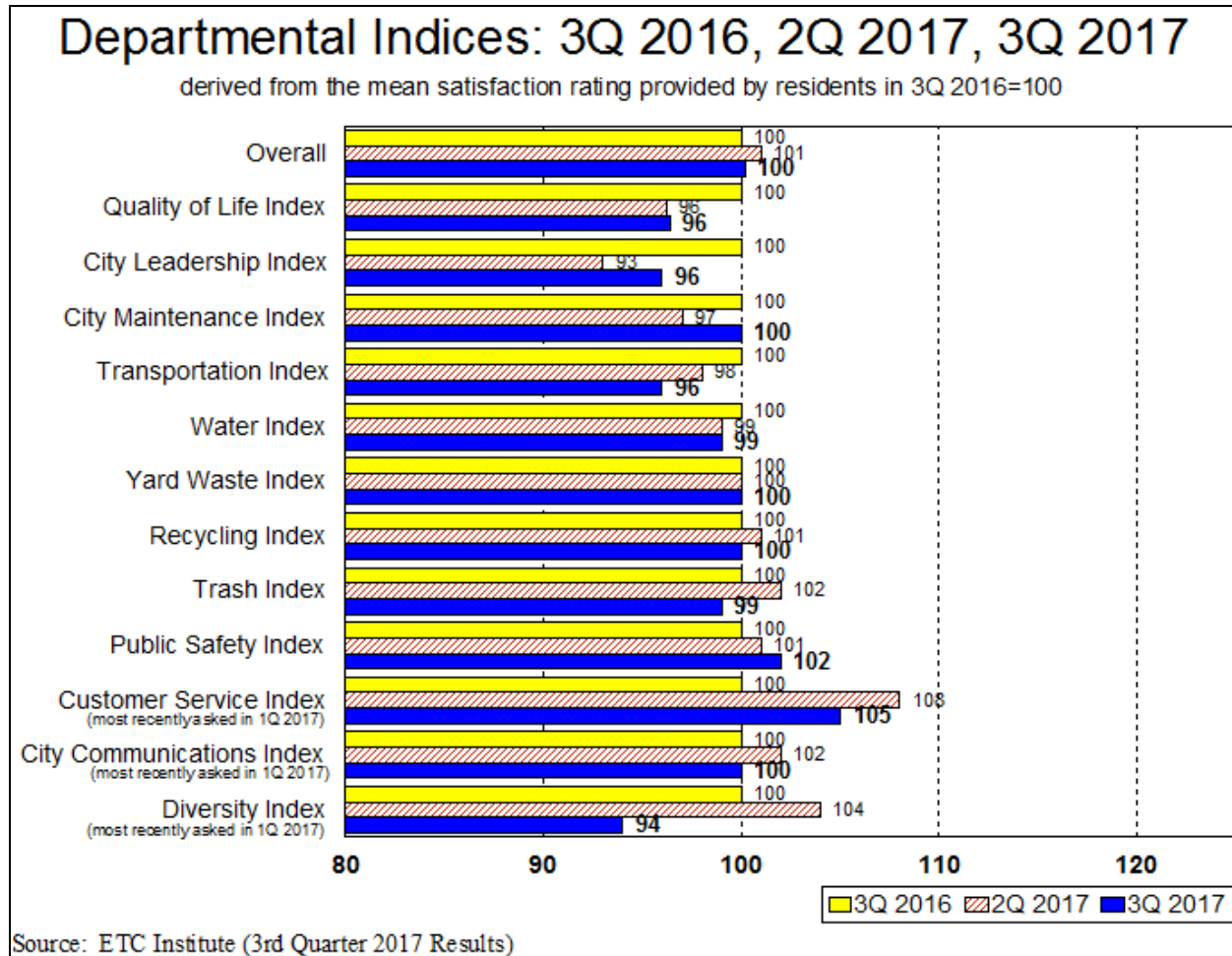


data showed that Overland Park was performing very well. The Metro average for satisfaction with the enforcement of the maintenance of residential property in the City was 45%, which meant that Overland Park rated 19% above the Metro's average set a new high in our database. The dots on the chart to the right show the ratings for the City of Overland Park. The percentage to the left of the horizontal bar shows the lowest rating among the cities that are included in ETC Institute's database; the percentage to the right of the horizontal bar shows the highest rating among this group of cities; the vertical bar in the center marks the Metro average based on the results surveys that are administered annually by ETC Institute.

Our research has shown that cultural norms often influence customer satisfaction survey results on city services regardless of how well the service is delivered. Another example of this is that residents almost always rate the maintenance of city streets lower than the quality of fire services even in communities that have good streets and major problems with fire services. Without benchmarking data, it is difficult to isolate the influences that cultural norms have on public perceptions about local governmental services, which can lead to faulty conclusions and recommendations.

Benchmarking Performance Over Time ETC Institute can also help organizations develop composite customer satisfaction indices that can be used to track overall performance in more than 50 categories of service delivery. The index works like the Consumer Price Index (CPI). The index is a function of the City's composite performance in selected areas relative to the Base Year. Changes in the index from one year to the next shows how overall satisfaction with city services has changed relative to the base year. The data is compared to regional trends which are shown as a composite index for the region. This allows the City or County to see how its performance changes compared to other cities in the area.

An example of composite satisfaction indices that ETC Institute has developed to help city and county governments track performance over time is shown in the chart below. These indices were developed for the City of Olathe, KS to track their performance in 13 major service areas. The chart shows how the City has performed on a quarterly basis.



Importance-Satisfaction Analysis

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 200 governmental agencies currently use ETC Institute's I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980's to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

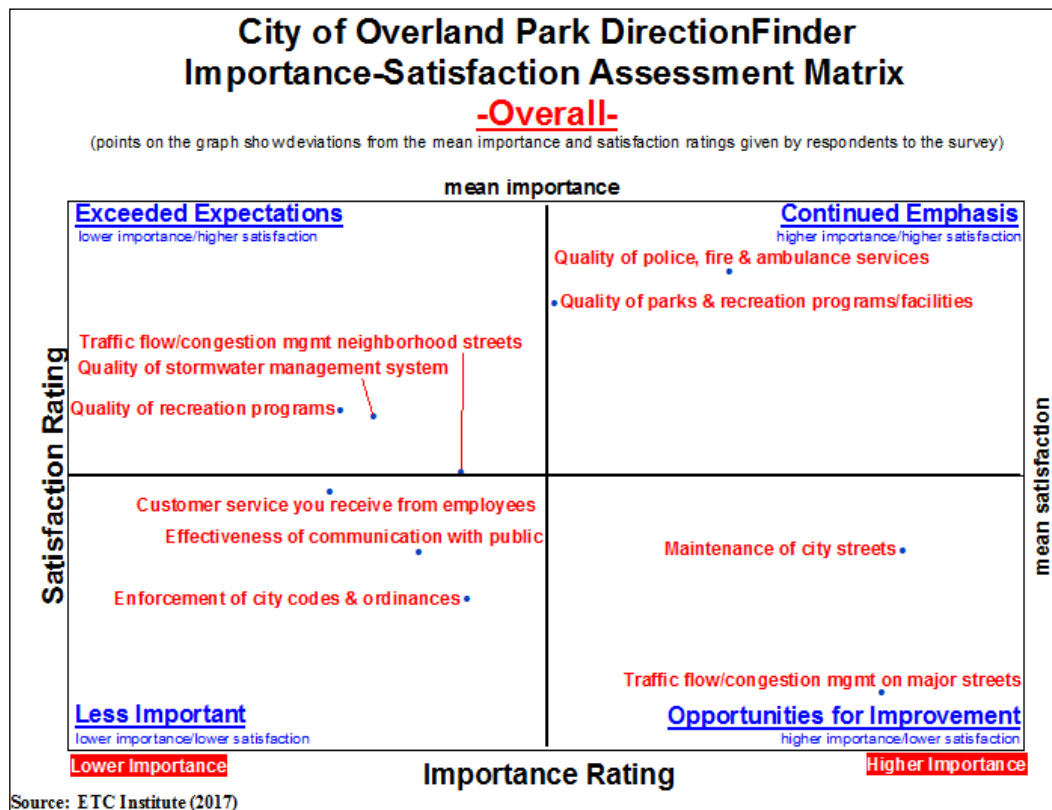
The table on the below offers an example of the I-S Rating from the 2016 City of Durham Direction Finder Survey. The table shows that the City of Durham could maximize resident satisfaction with parks and recreation services by investing in greenways and trails and a larger variety of City recreation opportunities. Investments in the length of commutes to desired recreation amenities would have the least impact on overall satisfaction with the City's parks and recreation system.

2016 Importance-Satisfaction Rating City of Durham Parks, Recreation, and Open Space						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS 10-20)						
Greenways & trails	31%	1	63%	1	0.1144	1
Variety of City recreation opportunities	20%	3	48%	7	0.1047	2
Medium Priority (IS <10)						
Cultural programming	24%	2	61%	2	0.0925	3
Recreation Center programs	16%	4	48%	8	0.0844	4
Outdoor athletic fields & courts	16%	5	55%	4	0.0728	5
Aquatic programs	11%	6	40%	9	0.0662	6
Customer service provided by City's Parks & Recreation staff	7%	7	54%	5	0.0338	7
Athletic programs	6%	8	49%	6	0.0286	8
Length of your commute to your desired recreation amenities	6%	9	56%	3	0.0245	9

ETC Institute can also develop **Importance-Satisfaction matrices** to display the perceived importance of core services against the perceived quality of service delivery. The two axes on the matrices will represent Satisfaction and Importance. The I-S (Importance-Satisfaction) matrix allows public officials to analyze the survey data as described and shown on the following page.

- **Continued Emphasis (above average importance and above average satisfaction).** This area shows where the City is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The City should maintain (or slightly increase) emphasis on items in this area.
- **Exceeding Expectations (below average importance and above average satisfaction).** This area shows where the City is performing significantly better than customers expect the organization to perform. Items in this area do not significantly impact the customer's overall level of satisfaction. The City should maintain (or slightly decrease) emphasis on items in this area.
- **Opportunities for Improvement (above average importance and below average satisfaction).** This area shows where the City is not performing as well as residents expect the City to perform. This area has a significant impact on customer satisfaction. The agency should DEFINITELY increase emphasis on items in this area.

- Less Important (below average importance and below average satisfaction).** This area shows where the City is not performing well relative to the agency's performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly impact the customer's overall level of satisfaction because the items rated are less important to residents. The City should maintain current levels of emphasis on items in this area.



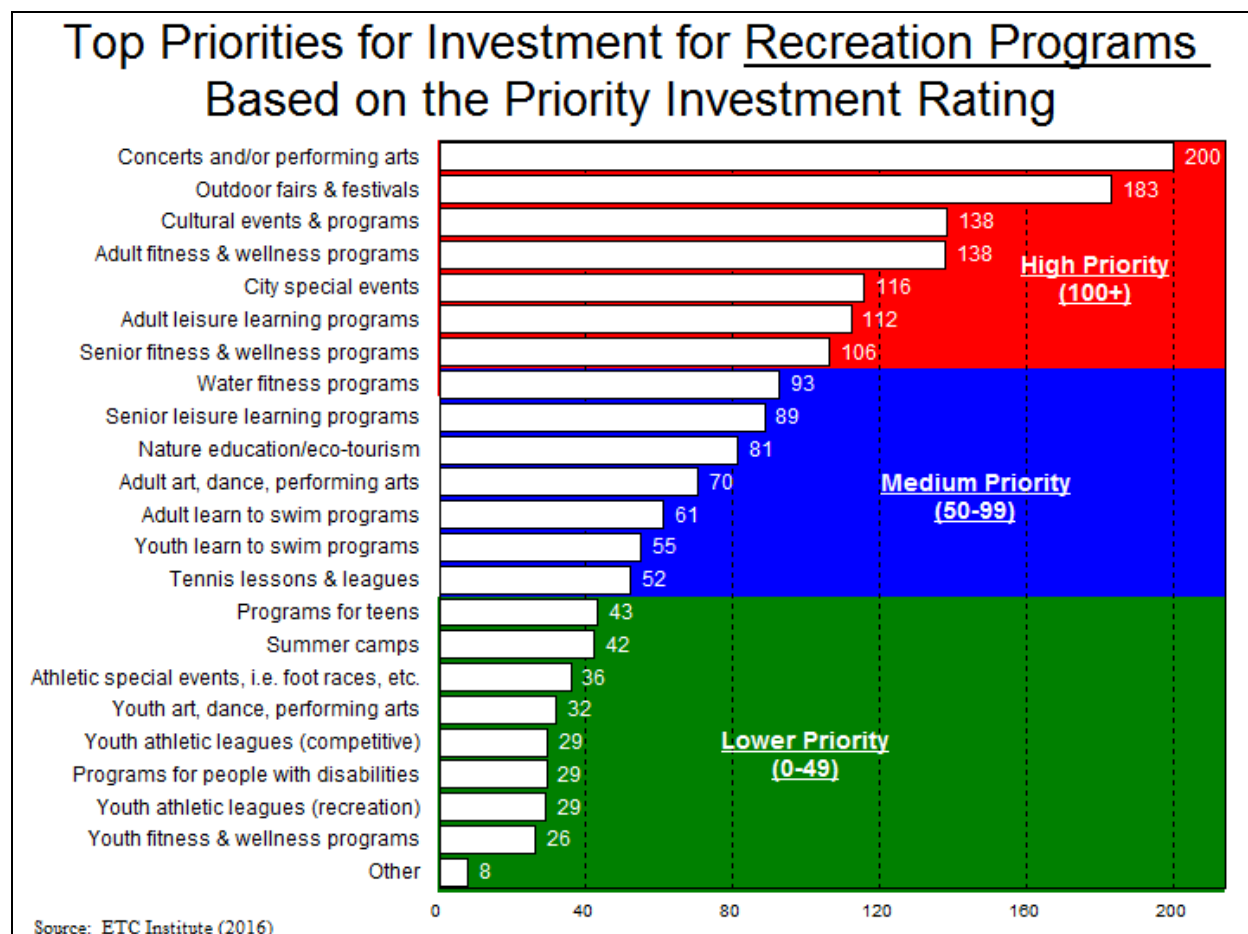
Priority Investment Rating Analysis

The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The rating system helps to identify the facilities and programs residents think should receive the highest priority for investment. The priority investment rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly or not met) for each facility/program relative to the facility/program that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities and programs, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

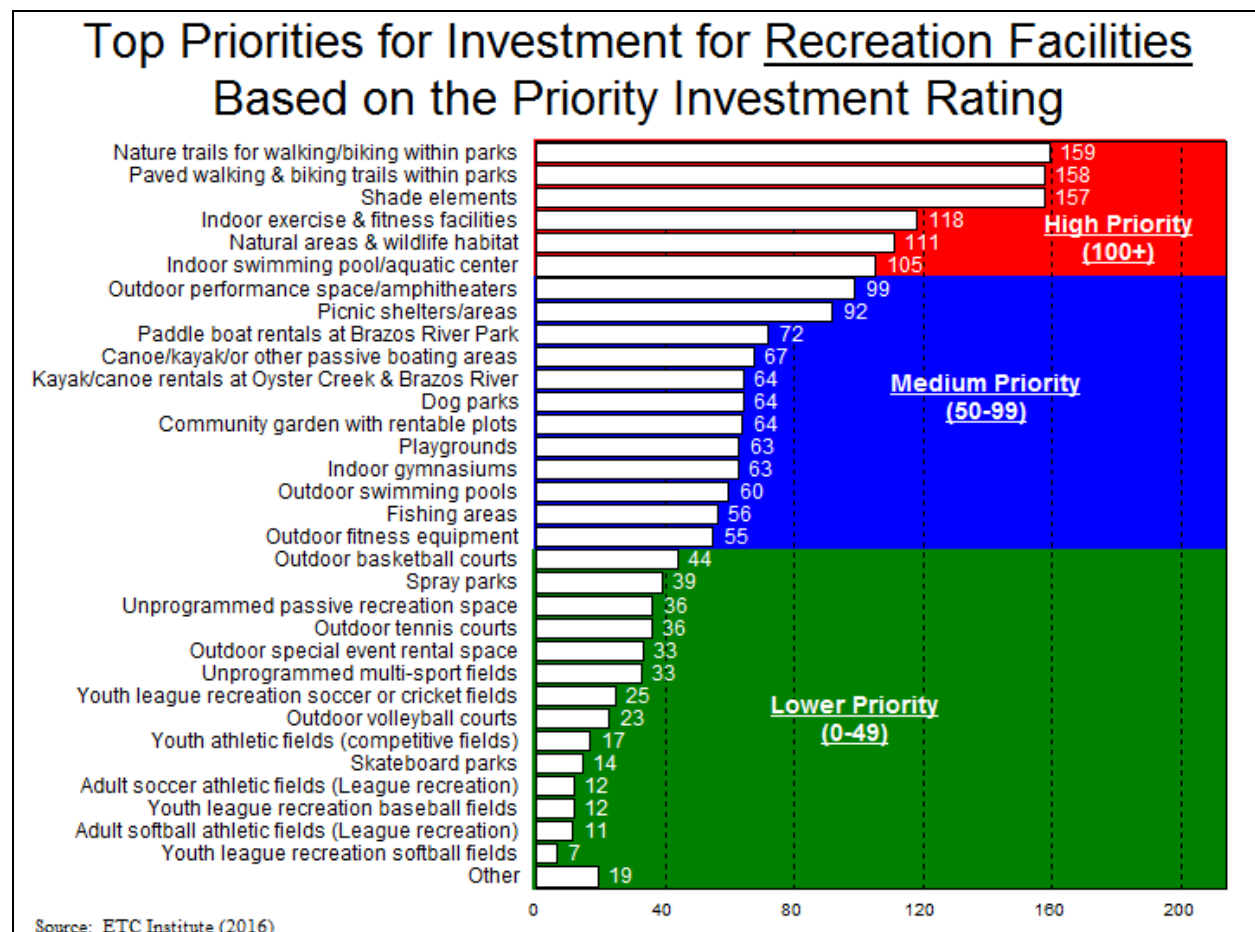
$$\text{PIR} = \text{UNR} + \text{IR}$$

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).



How to Analyze the Charts:

- **High Priority Areas** are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.
- **Medium Priority Areas** are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.
- **Low Priority Areas** are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.



Internal Capacity and Resources

Unlike many firms who outsource data collection activities, ETC Institute has in-house capabilities for performing all data collection tasks. This provides our clients with two advantages. First, we are able to directly control the scheduling of all research activities to ensure that all surveys are completed on time.

Second, our senior research professionals are able to directly monitor the administration of the survey, which allows our team to understand anomalies in the data collection process which could later compromise the analysis and interpretation of the data.

ETC Institute's in-house resources will allow the project team to monitor all phases of the survey administration process, which will ensure that the highest standards of quality are maintained. In-house services include:

Online Survey Administration. ETC Institute is well versed in the administration of online surveys. Since 2015 ETC Institute has administered over 400 surveys using online survey administration methods.

Mail Center. Our Pitney Bowes mail processing and postage metering system is capable of processing up to 30,000 pieces of mail per day, including surveys, postcard reminders, thank you letters, and other information sent to survey participants. We maintain a return-reply permit with the U.S. Post Office, which allows us to provide survey respondents with postage-paid return envelopes.

Call Center. Research efforts to date range in size from several hundred surveys to more than 15,000 surveys. Since 1998, ETC Institute has surveyed more than 1.5 million residents on behalf of 700 cities and counties in 49 states. ETC Institute's market research accuracy and attention to client needs is unparalleled. The new call center is equipped with 40 interviewing stations that can easily be expanded to accommodate 100 interviewers. Daily survey administration capabilities include:

- 1,960 completed 5-minute surveys per day
- 1,430 completed 10-minute surveys per day
- 1,020 completed 15-minute surveys per day
- 780 completed 20-minute surveys per day

Foreign Languages. In-house foreign language translation and telephone recruitment services for more than 20 languages, including Spanish, Mandarin, Cantonese, and Russian.

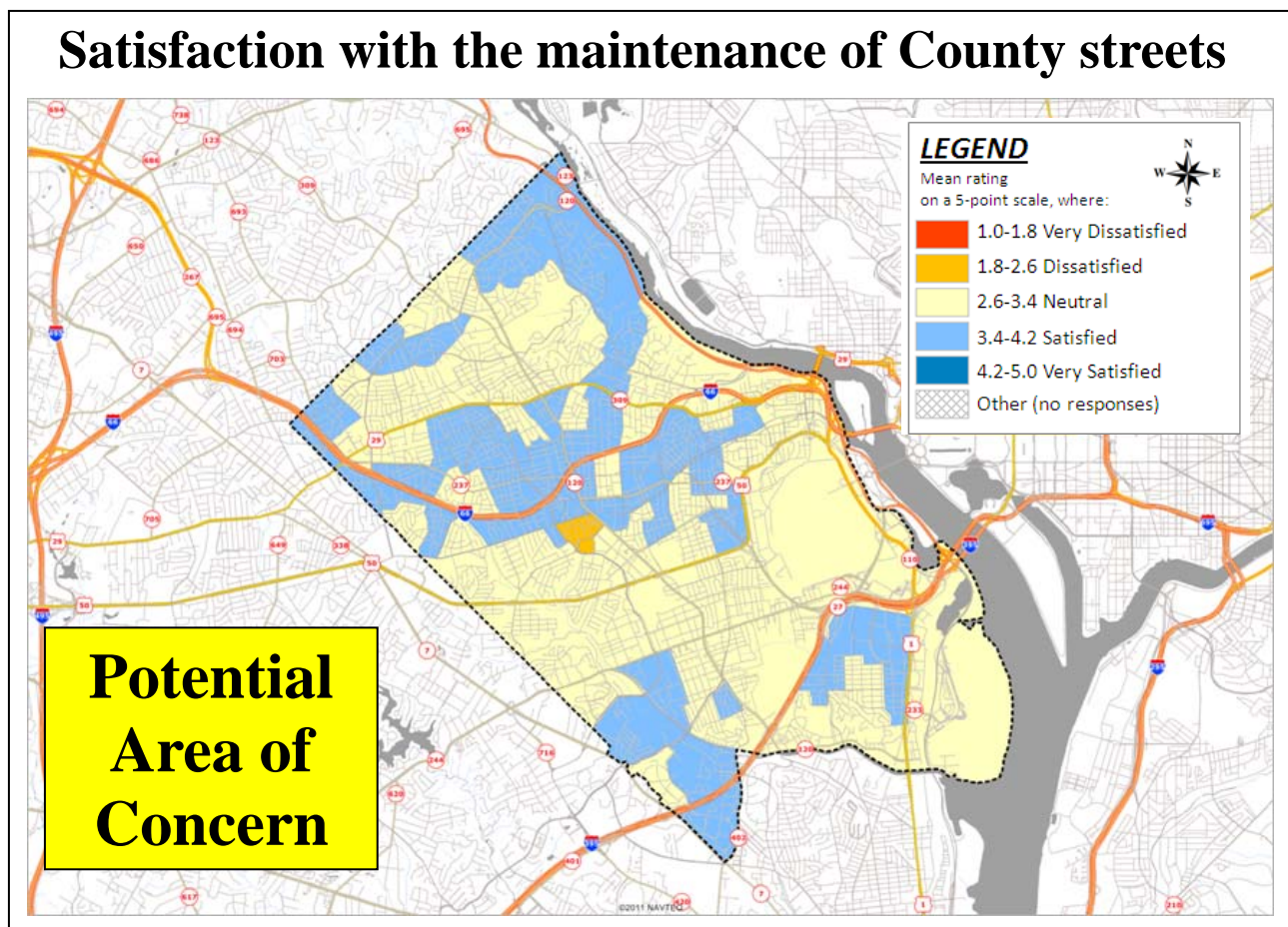
Quality Control. ETC Institute's quality control procedures for the administration of market research were recently reviewed and accepted by the U.S. Office of Management and Budget for our work with the National Park Service.

Geocoding Experience and Capabilities

ETC Institute staff has successfully geocoded survey results for dozens of market research projects in the past three years.

Our GIS team will bring highly developed and current skills in automated information collection, data cleanup and manipulation, state-of-the-art geocoding, and database development to this assignment. Our planners and technicians routinely support transportation planning, customer satisfaction analysis, parks and recreation planning and other planning and modeling efforts around the country.

The map below identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



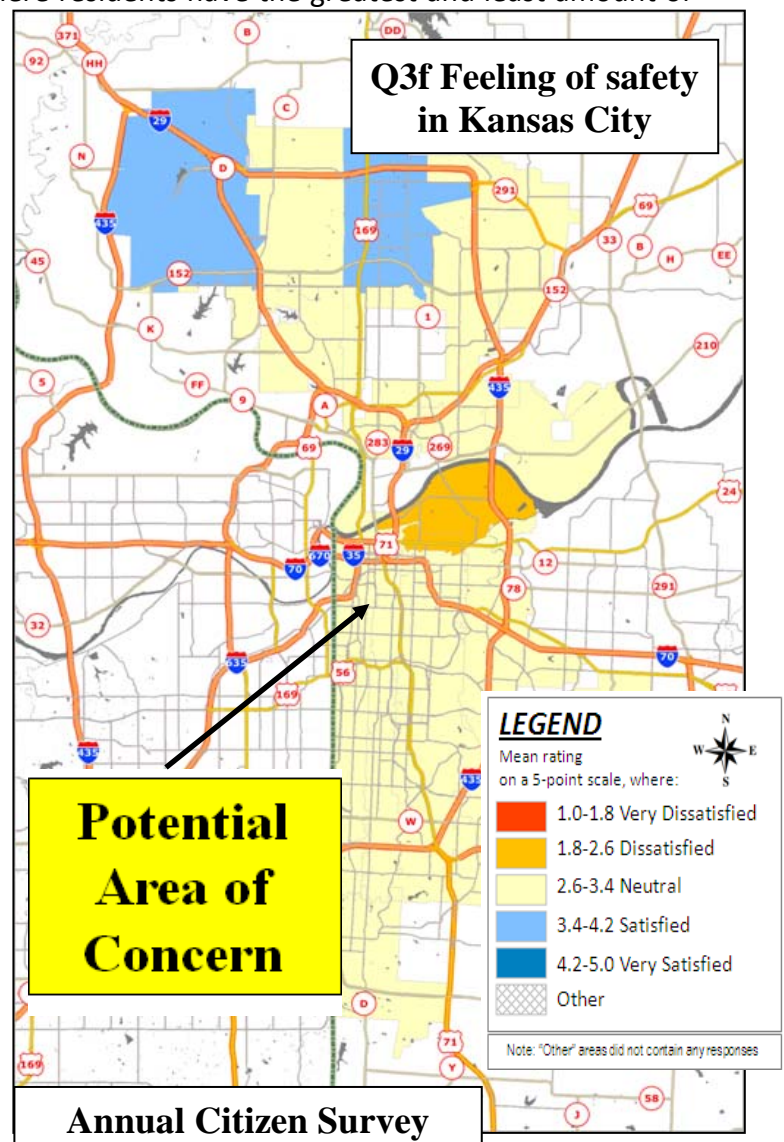
Over the past ten years, our GIS team has geocoded a wide range of address information including:

- Areas of satisfaction and dissatisfaction with the delivery of city and county services
- Origins and destinations for household travel and roadside intercept surveys
- Visitor destinations for tourism-related projects
- Locations of residents who are satisfied or dissatisfied with the quality of city services
- Locations of residents who have needs for various types of parks and recreation programs and facilities
- Locations of persons who are likely to support various election issues
- Locations of persons who have experienced flooding in their homes
- Locations of businesses and non-profit organizations who would support stormwater fees and many other types of data
- Locations of support and opposition to voter initiatives

GIS maps not only provide our clients with a visual representation of the areas of the City that are surveyed, but they also show areas where residents have the greatest and least amount of satisfaction with various services. The map below shows levels of satisfaction with the feeling of safety in Kansas City, Missouri. Areas in blue identify areas with high levels of satisfaction. Areas in orange identify areas with lower levels of satisfaction. The map shows that residents living in the central area of Kansas City feel less safe than residents in other areas of the City.

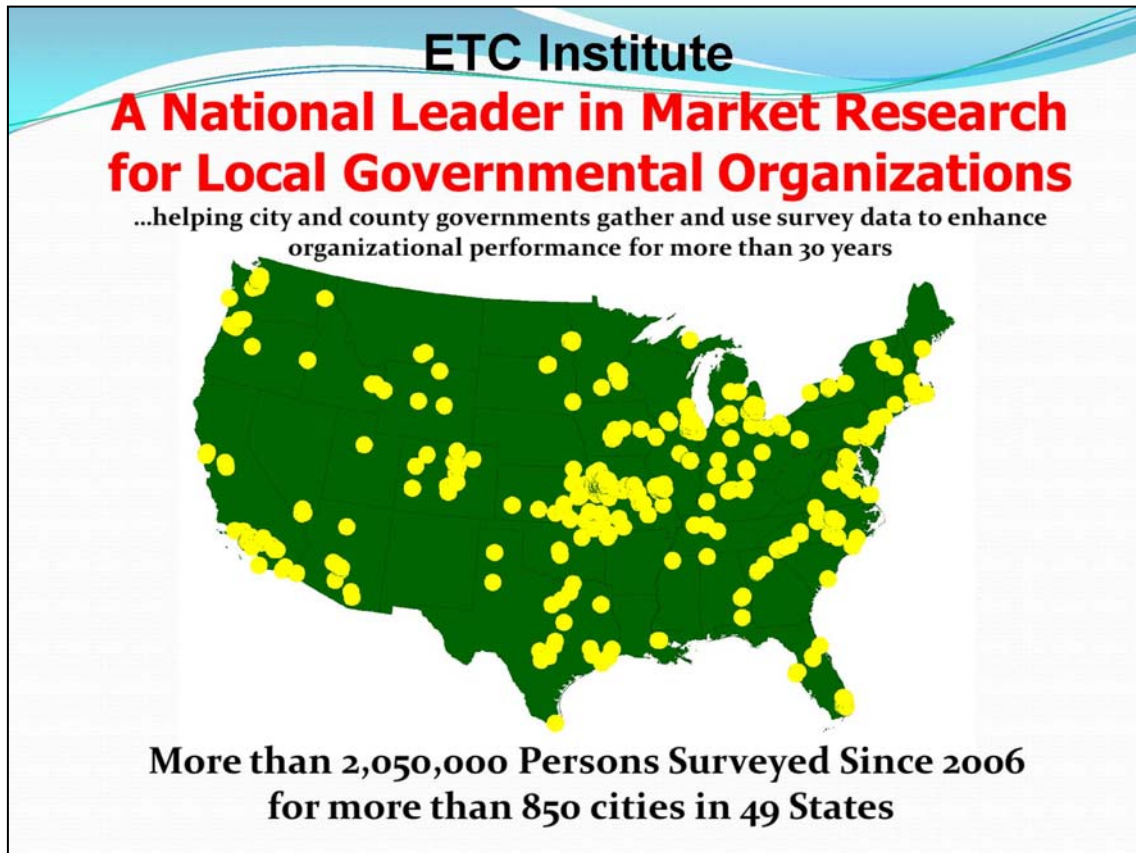
Our GIS technicians have developed an exceptional working relationship that benefits our clients. This technology has helped to improve data reliability and gives our team the ability to deliver a top quality product on time and on budget.

At ETC Institute, we accurately geocode (provide longitude and latitude) lists of addresses, intersections, place names, tourist attractions, transit stops, and almost any other location records anywhere in the U.S. with very high match rates. Our record “hit” rates are well above the industry average thanks to our well-thought-out, systematic, and rigorous record quality assurance process (REQAP), which begins at the survey design stage and continues until the last record has been geocoded and verified.



National Experience

ETC Institute is the nation's leading firm in the field of customer-oriented market research for local governmental organizations. In addition to the locations that have been described on the previous pages, ETC Institute has conducted surveys in more than 850 communities across the United States since 2006. The map below shows some of the locations where ETC Institute has conducted surveys. Since it would take hundreds of pages to provide descriptions of all of our community survey experience, we have simply listed many of the locations where we have conducted surveys below and on the following pages.



Communities Where ETC Institute Has Conducted Surveys

- Alexandria, Virginia
- Ames, Iowa
- Anniston, Alabama
- Arapaho County, Colorado
- Arlington County, Virginia
- Aspen, Colorado
- Atchison, Kansas
- Athens-Clark County, Georgia
- Atlanta, Georgia
- Auburn, Alabama
- Auburn, California
- Augusta, Georgia
- Aurora, Colorado
- Austin, Texas
- Ballwin, Missouri
- Bartlesville, Oklahoma
- Baton Rouge, Louisiana
- Battle Creek, Michigan
- Beaumont, Texas
- Bellevue, Washington
- Bend, Oregon
- Bensenville, Illinois
- Berkley, Michigan
- Billings, Montana
- Bloomington, Indiana
- Blue Springs, Missouri
- Boerne, Texas
- Bonner Springs, Kansas

- Booneville, Missouri
- Branson, Missouri
- Brentwood, Missouri
- Bridgeport, Connecticut
- Brooklyn, Ohio
- Broward County, Florida
- Brownsville, Texas
- Brunswick, Maine
- Buffalo, New York
- Burien, Washington
- Butler, Missouri
- Burbank, California
- Cabarrus County, North Carolina
- Calgary, Canada
- Camas, Washington
- Canon City, Colorado
- Canton Township, Michigan
- Carmel, Indiana
- Carol Stream, Illinois
- Casa Grande, Arizona
- Casper, Wyoming
- Castle Rock, Colorado
- Cedar Rapids, Iowa
- Champaign, Illinois
- Chandler, Arizona
- Chanute, Kansas
- Charlotte, North Carolina
- Chapel Hill, North Carolina
- Charleston, South Carolina
- Charlottesville, Virginia
- Cherry Hills Village, Colorado
- Chesterfield, Missouri
- Chickasha, Oklahoma
- Claremont, New Hampshire
- Clay County, Missouri
- Clayton, Missouri
- Clear Creek County, Colorado
- Clearwater, Florida
- Clive, Iowa
- Coconut Creek, Florida
- Coeur d' Alene, Idaho
- Coffeyville, Kansas
- Colorado Springs, Colorado
- Columbia, Missouri
- Columbus, Ohio
- Columbus, Georgia
- Coral Springs, Florida
- Crested Butte, Colorado
- Creve Coeur, Missouri
- Culpeper County, Virginia
- Daniel Boone Regional Library
- Davenport, Iowa
- Deerfield, Illinois
- Dekalb, Georgia
- Derby, Kansas
- Denver, Colorado
- Dent County, Missouri
- Derby, Kansas
- Des Peres, Missouri
- Des Moines, Iowa
- Des Plaines, Illinois
- Detroit, Michigan
- Dilworth, Minnesota
- Dorchester County, South Carolina
- Downers Grove Park District, Illinois
- DuPage County, Illinois
- Durango, Colorado
- Durham, North Carolina
- Durham County, North Carolina
- East Baton Rouge, Louisiana
- East Providence, Rhode Island
- Eastern Rio Blanco, Colorado
- Eau Claire, Wisconsin
- Edina, Minnesota
- Edmonds, Washington
- Edgerton, Kansas
- Edgewater, Colorado
- Elk Grove Village, Illinois
- Elmhurst Park District, IL
- Emporia, Kansas
- Erie, Colorado
- Everett, Washington
- Eureka, Missouri
- Excelsior Springs, Missouri
- Fairfax County, Virginia
- Fargo, North Dakota
- Farmington, Minnesota
- Fauquier County, Virginia
- Fayetteville, North Carolina
- Ferguson, Missouri

- Fergus Falls, Minnesota
- Flagstaff, Arizona
- Florence, Alabama
- Fort Benning, Georgia
- Fort Bragg, North Carolina
- Fort Buchanan, Puerto Rico
- Fort Campbell, Kentucky
- Fort Lauderdale, Florida
- Fort Leavenworth, Kansas
- Fort Morgan, Colorado
- Fort Rucker, Alabama
- Fort Stewart, Georgia
- Fort Wayne, Indiana
- Fort Worth, Texas
- Fredericksburg, Virginia
- Freeland, Michigan
- Freeport, Illinois
- Ft. Wayne, Indiana
- Fulton County, Georgia
- Galveston, Texas
- Garden City, Kansas
- Gardner, Kansas
- Genesee County, Michigan
- Gladstone, Missouri
- Glencoe, Illinois
- Glendale, Arizona
- Glendale, California
- Glenview, Illinois
- Godfrey, Illinois
- Grand Rapids, Michigan
- Grandview, Missouri
- Greenville, North Carolina
- Greenville County, South Carolina
- Guilford County, North Carolina
- Hallandale Beach, Florida
- Harnett County, North Carolina
- Harrisonville, Missouri
- Hazelwood, Missouri
- Henderson, Nevada
- Hernando, Mississippi
- High Point, North Carolina
- Hood County, Texas
- Hopewell, Virginia
- Houston, Texas
- Huron, Ohio
- Hyattsville, Maryland
- Idaho Falls, Indiana
- Indianapolis, Indiana
- Indio, California
- Imperial County, California
- Independence, Missouri
- Issaquah, Washington
- Jackson, Missouri
- Jackson, Wyoming
- Jackson County, Missouri
- Jacksonville, North Carolina
- Jefferson City, Missouri
- Johnson County, Kansas
- Johnston, Iowa
- Joplin, Missouri
- Jordan, Minnesota
- Kalamazoo, Michigan
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kent, Washington
- Key Biscayne, Florida
- King County, Washington
- Kingman, Kansas
- Kirkwood, Missouri
- Knoxville, Iowa
- Lake Havasu, Arizona
- Lake Oswego, Oregon
- Lake St. Louis, Missouri
- Lansing, Kansas
- Las Vegas, Nevada
- Lawrence, Kansas
- Lawrenceburg, Indiana
- Leavenworth, Kansas
- Leawood, Kansas
- Lee's Summit, Missouri
- Lemont, Illinois
- Lenexa, Kansas
- Liberty, Missouri
- Lincoln County, North Carolina
- Lindenhurst, Illinois
- Lisle Park District, Illinois
- Long Beach, California
- Longview, Texas
- Los Angeles County, California

- Louisville Metro Government, Kentucky
- Loveland, Ohio
- Lubbock, Texas
- Lucas County, Ohio
- Lyndhurst, Ohio
- Macomb Township, Michigan
- Manassas, Virginia
- Manhattan, Kansas
- Manheim Township, Pennsylvania
- Marquette, Michigan
- Marshall, Missouri
- Marshalltown, Iowa
- Martha's Vineyard, Massachusetts
- Martinsville, Virginia
- Marysville, Missouri
- McAllen, Texas
- Mecklenburg County, North Carolina
- Meeker, Colorado
- Meridian, Idaho
- Merriam, Kansas
- Mesa, Arizona
- Mesa County, Colorado
- Miami, Florida
- Miami Beach, Florida
- Miami County, Kansas
- Miami Dade County, Florida
- Midwest City, Oklahoma
- Milwaukee County, Wisconsin
- Mission, Kansas
- M-NCPPC – Montgomery County
- M-NCPPC – Prince George County
- Modesto, California
- Montrose, Colorado
- Moon Township, Pennsylvania
- Mooresville, North Carolina
- Moorhead, Minnesota
- Monroe, North Carolina
- Morgantown, West Virginia
- Morris County, New Jersey
- Morris Township, New Jersey
- Mount Dora, Florida
- Mount Pleasant, Michigan
- Mount Prospect, Illinois
- Mundelein Park District, Mundelein, Illinois
- Munster, Indiana
- Murray, Kentucky
- Naperville, Illinois
- Nashville, Tennessee
- Natick, Massachusetts
- New Braunfels, Texas
- New Haven, Connecticut
- New Ulm, Minnesota
- Newport, Rhode Island
- Newton, Kansas
- Norfolk, Virginia
- Norman, Oklahoma
- North Long Beach, California
- Northville, Michigan
- Novi, Michigan
- Oak Grove, Missouri
- Oak Park Village, Illinois
- Oakland County, Michigan
- Oakland Township Michigan
- O'Fallon, Missouri
- Oklahoma City, Oklahoma
- Okonee County, South Carolina
- Oldham, Kentucky
- Olathe, Kansas
- Olivette, Missouri
- Ontario, Oregon
- Orange County, California
- Orion Township, Michigan
- Ormond Beach, Florida
- Oswego, Illinois
- Ottawa, Kansas
- Overland Park, Kansas
- Owensboro, Kentucky
- Pasadena, California
- Palm Desert, California
- Palm Springs, California
- Paola, Kansas
- Perryville, Missouri
- Peoria, Arizona
- Pflugerville, Texas
- Phelps County, Missouri
- Pleasant Hill, Iowa

- Pinellas County, Florida
- Pine Bluff, Arkansas
- Pinecrest, Florida
- Pinehurst, North Carolina
- Pitkin County, Colorado
- Pittsburg, Kansas
- Platte City, Missouri
- Platte County, Missouri
- Pleasant Hill, Missouri
- Plano, Texas
- Polk County, Iowa
- Port Arthur, Texas
- Portland, Oregon
- Prairie Village, Kansas
- Pratt, Kansas
- Princeton, New Jersey
- Providence, Rhode Island
- Provo, Utah
- Pueblo, Colorado
- Queen Creek, Arizona
- Radnor, Pennsylvania
- Raleigh, North Carolina
- Ramsey, Minnesota
- Raymore, Missouri
- Raytown, Missouri
- Richmond, California
- Richmond, Virginia
- Richmond Heights, Ohio
- Riverside, Missouri
- Riverside County, California
- Riverton, Wyoming
- Rock Hill, Missouri
- Rock Island, Illinois
- Rocky Mount, North Carolina
- Rockville, Maryland
- Roeland Park, Kansas
- Rogers, Arkansas
- Rolla, Missouri
- Roseville, Minnesota
- Round Rock, Texas
- Rowan County, North Carolina
- Rutland, Vermont
- Saharita, Arizona
- Salem, Oregon
- Salina, Kansas
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- Schaumburg, Illinois
- Schertz, Texas
- Scott County, Kentucky
- Shawnee, Kansas
- Shawnee, Oklahoma
- Sheridan, Wyoming
- Sherman, Texas
- Sherwood, Oregon
- Shoreline, Washington
- Si View Metro Park District, Washington
- Sioux Falls, South Dakota
- South Burlington, Vermont
- South Euclid, Ohio
- Spartanburg, South Carolina
- Spring Hill, Kansas
- Springdale, Arkansas
- Springfield, Missouri
- St Charles, Missouri
- St. Francis County, Missouri
- St Joseph, Missouri
- St Louis, Missouri
- St. Louis County, Missouri
- St Peters, Missouri
- St. Paul, Minnesota
- Sugar Land, Texas
- Sunrise, Florida
- Superior, Colorado
- Surprise, Arizona
- Syracuse, New York
- Tamarac, Florida
- Tempe, Arizona
- The Colony, Texas
- The University of Missouri
- The Woodlands, Texas
- Topeka, Kansas
- Town of Normal, Illinois
- Upper Providence, Pennsylvania
- Tucson, Arizona

- Tulsa, Oklahoma
- Turlock, California
- Tuskegee, Alabama
- University Place, Washington
- Upper Dublin, Pennsylvania
- Urbana, Illinois
- Vancouver, Washington
- Ventura County, California
- Victor, New York
- Vinita, Oklahoma
- Virginia Beach, Virginia
- Waco, Texas
- Warrensburg, Missouri
- Washington, D.C.
- Waterford, Michigan
- Waukee, Iowa
- Waukesha, Wisconsin
- Wauwatosa, Wisconsin
- Wayne County, Michigan
- Weatherby Lake, Missouri
- Wentzville, Missouri
- West Des Moines, Iowa
- West Fargo, North Dakota
- Westchester, Ohio
- Westchester County, New York
- Westlake, Texas
- Westland, Michigan
- Wheeling, Illinois
- Wichita, Kansas
- Wilmington, North Carolina
- Winchester, Virginia
- Windsor, Colorado
- Winfield, Kansas
- Winnetka Park District, Illinois
- Woodinville, Washington
- Wyandotte County, Kansas
- Yuma County, Arizona

Tab 5.B

Program

Project Concept, Solution, and Program: Approach

ETC Institute has been helping local governments use community surveys as a guiding force for setting community priorities and improving organizational effectiveness for more than three decades. Since 1999, ETC Institute has conducted survey research for more than 1,000 cities and counties across the United States. ETC Institute has administered surveys in 12 of the 20 largest U.S. cities and in 24 of the 34 cities with a population of over 500,000 residents.

ETC Institute fully understands the scope of services as described in the RFP. ETC Institute is fully capable of performing all the services presented in the RFP. The following pages highlight ETC Institute's methodology to conduct a Customer Satisfaction Poll for the City of Austin Development Services Department (DSD).

Our ability to help organizations succeed is based on an approach that adheres to the following:

- ***Continuity.*** ETC Institute understands the importance of monitoring residents' perceptions and how they change over time in the City's planning process. We intend to implement a research process that will allow data from previous surveys to be used as trends for assessing current and future performance. This will involve using many of the same questions and response choices from previous surveys to ensure that the data is comparable. It will also involve a review of the goals and objectives of the survey research to ensure that the research process is designed to meet these objectives.
- ***Strategic Value.*** In order for survey research to serve as a powerful tool for decision-making, community leaders must see value in the results. Our approach is designed to ensure that the information gathered meets the informational needs of decision-makers in order to encourage community leaders to use the survey data as part of their decision-making process. If the survey results have strategic value, they will inherently become part of the process for setting short- and long-term priorities for the City. For example, a review of the City of Fort Worth's strategic plan by ETC Institute led to the creation of a series of questions that now link the City's annual citizen survey with the City's strategic plan. In addition to using the results of their annual citizen survey, the City of Fort Worth also used the data to help set budgetary priorities.
- ***Performance Measurement.*** Since the results of the survey will be used to help guide City decisions, the survey instrument and data analysis methodology will be designed in a manner that generates objective performance measurements. The survey will be designed to provide objective feedback for the City so that departmental managers can understand the needs of citizens and improve public infrastructure. ETC Institute will work with the City to refine existing performance indices and develop new performance indices that allow City leaders to objectively assess the change in their performance from previous surveys.

PHASE I: DEVELOP THE SURVEY AND SAMPLING PLAN

Task 1: Design Poll Questionnaire. Once selected for the project, ETC Institute will meet with DSD via phone to discuss the goals and objectives for the project. ETC Institute will review surveys that have previously been administered. To facilitate the Poll design process, ETC Institute will also provide sample surveys created for similar projects. At this time, ETC Institute's analysis tools will also be discussed and our firm will suggest which tools would be best to use. Based on input from Department leaders, ETC Institute will develop a first draft of the survey. ETC Institute will work to ensure the survey is formatted in a way that will utilize our Importance-Satisfaction Analysis. At this time the Invitation Letter will be discussed and provided by DSD to ETC Institute.

ETC Institute's will work closely with DSD leaders to ensure that the DSD input is utilized to create a survey that best fits the needs of DSD. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved. DSD staff will review the survey instrument before it is administered and provide final approval before distribution. The survey is guaranteed to meet industry best practices, be easy to follow in plain language, and meet all project objectives. The poll will include "Yes" or "No" response questions, and utilize a scale of "Very Satisfied," "Satisfied," "Neutral," "Dissatisfied," "Very Dissatisfied," "Don't Know," and "No Answer" responses. Some open-ended questions will also be included allowing for free-form responses.

DSD will provide ETC Institute with a database (in Excel) that contains contact information for customers who have interacted with DSD during the past fiscal year. The contact information should include the customer's name, physical address, phone (if available), and e-mail address (if available). ETC Institute will use this database to select a random sample of customers.

Deliverable Task 1: Finalized Poll questions and Invitation Letter

PHASE 2: ADMINISTER THE SURVEY

Task 2: Administer the Poll. Unless otherwise discussed, ETC Institute plans to implement the same methodology as was used in previous iterations of the DSD Poll. The Poll will be available in English and Spanish at a minimum. ETC Institute will create a website to allow customers to complete the Poll on-line. Once DSD approves the Poll and website, ETC Institute will send e-mails to each of the customers selected for the random sample. The e-mails will be sent up to three times requesting participation. The e-mails will contain a link to the Poll along with a short statement about the purpose of the Poll. The e-mail will also include contact information for a representative with DSD so the respondent can verify the legitimacy of the survey, if needed. Phone call follow-ups can also be made, if needed. ETC Institute will incorporate a one-page customer invitation letter with all e-mails that are sent. ETC Institute will make phone calls, as needed, to collect the agreed upon number of poll responses.

Deliverable Task 2: Top-line (overall) results to each question on the survey

PHASE 3: SURVEY ANALYSIS AND REPORT

Task 3.1: Analyze the Survey Results. Following the completion of the Poll, ETC Institute will perform data entry, editing, and verification of all survey responses. ETC Institute will use industry standard best practices of Polling methodologies and statistical analysis techniques. The analysis tools that will be included in this project are provided below and on the following pages:

Task 3.1A: Conduct Importance-Satisfaction Priorities Analysis

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 200 governmental agencies currently use ETC Institute's I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980's to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

The table below offers an example of the I-S Rating from the 2016 City of Durham Direction Finder Survey. The table shows that the City of Durham could maximize resident satisfaction with parks and recreation services by investing in greenways and trails and a larger variety of City recreation opportunities. Investments in the length of commutes to desired recreation amenities would have the least impact on overall satisfaction with the City's parks and recreation system.

2016 Importance-Satisfaction Rating City of Durham Parks, Recreation, and Open Space						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Greenways & trails	31%	1	63%	1	0.1144	1
Variety of City recreation opportunities	20%	3	48%	7	0.1047	2
Medium Priority (IS <.10)						
Cultural programming	24%	2	61%	2	0.0925	3
Recreation Center programs	16%	4	48%	8	0.0844	4
Outdoor athletic fields & courts	16%	5	55%	4	0.0728	5
Aquatic programs	11%	6	40%	9	0.0662	6
Customer service provided by City's Parks & Recreation staff	7%	7	54%	5	0.0338	7
Athletic programs	6%	8	49%	6	0.0286	8
Length of your commute to your desired recreation amenities	6%	9	56%	3	0.0245	9

Task 3.2: Prepare Final Report. At a minimum, Task 3.2 will include the completion of the following items:

- ETC Institute will develop a final report and provide it to DSD as a comprehensive detailed printed and electronic report of Poll results. The report will capture all results of the Poll, identify trends, key findings, appropriate benchmarking results, importance-satisfaction analysis, and other relevant data. Charts and graphs will be utilized throughout the report to illustrate results, trends, and other analysis of the Poll results. At a minimum the report will include the following:
 - An executive summary that describes the methodology used, response rate, key findings, and trends,
 - A pre-designed one (1) page template report containing the agreed upon calculated metric scores,
 - An analysis identifying which DSD services should be top priorities for improvement. ETC Institute will help DSD develop the Poll in such a way that utilizes the Importance-Satisfaction analysis,
 - Key performance indicators summary with supporting charts or graphs that track the department's aggregate performance over time,
 - A comparison and analysis that utilizes previous years' Poll data as determined by the department.
 - A comparison and analysis to benchmark other cities,
 - A comparison and analysis of Poll responses based on self-identifiers,
 - A comparison and analysis of city-side and City Council District level Poll responses according to the collected demographic data,
 - Tables showing the overall results of each question on the Poll
 - Tables showing Poll results based on DSD division units, and partnering City departments,
 - GIS Maps showing Poll results in selected types of geographic and/or City of Austin City Council District areas
 - A copy of the Poll questions as they appeared in the actual Poll.

Deliverable Task 3: ETC Institute will prepare all the above materials and deliver them to DSD based on the schedule created for the Poll/Plan timeline in April. ETC Institute will make up to two presentations of the final results. One presentation will be approximately 20 to 30 minutes for DSD staff, the second presentation will be a high-level presentation for City Council and department executives. ETC Institute will provide 30 color, single-sided, copies of the presentation slides.

Project Schedule

ETC Institute's research plan has been designed to be completed responsive to the RFP. Since the surveys will be administered in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the Department.

April

- Develop the Customer Satisfaction Poll
- Determine methodology for survey administration
- Develop Poll Tools (online/paper surveys)
- Create Administration/Sampling Plan
 - *Deliverables: Finalized Poll Questions, Final Draft of Poll Tools, Sampling Methodology, and Poll Plan/Timeline*

June

- Finalize Poll tools
- Test Poll
 - *Deliverables: Final Poll Tools*

October

- Release and distribute customer invitation letter and administer Poll
- Collect and tabulate data
 - *Deliverables: Status Update, Benchmark Data*

November

- Final tabulation of Poll results
- Prepare draft final report
- Prepare draft presentation
 - *Deliverables: Final Poll Results, Draft One-Page Template Report, Draft Final Report with Appendices, Draft Presentation Materials*

December

- Complete final report and all supporting documentation
- Prepare final electronic data files
- Complete final presentation
 - *Deliverables: Final Report with Appendices, Five Color Copies, Final Electronic Report with Appendices, Final One-Page Template Report, Final Electronic Data Files in Excel, Final Presentation Slides in PowerPoint, 30 copies of presentation slides*

January

- On-site presentation to DSD team, and the City of Austin City Council

Tab 6

Cost Proposal

Tab 6.A

Itemized Total Cost

Itemized Total Cost

City of Austin: RFP 5300 JRD0317			
Task	Fees by Task		
Survey Design/ Sampling Plan	\$		3,080.00
Build Website/Administer Survey by E-Mail	\$		5,040.00
Prepare Summary Report	\$		2,000.00
GIS Maps	\$		1,575.00
Composite Performance Indices	\$		1,575.00
Cross-tabulations	\$		1,575.00
On-Site Presentation	\$		2,000.00
Benchmarking	\$		1,575.00
Importance-Satisfaction Analysis	\$		1,575.00
Subtotal for Base Services	\$		19,995.00
RFP 5300 JRD0317 Itemization Pricing	Hourly Rate	Number of Projected Hours	Total
Jason Morado, Senior Project Manager	\$ 107.50	55	\$ 5,912.50
Chris Tatham, Senior Consultant	\$ 185.50	10	\$ 1,855.00
Ryan Murray, Project Manager/Researcher	\$ 77.50	85	\$ 6,587.50
Support Staff Supervisor	\$ 56.00	35	\$ 1,960.00
Support Staff	\$ 46.00	80	\$ 3,680.00
Subtotals	\$ 472.50	265	\$19,995.00

Tab 6.B

Optional Services Cost

Optional Services Cost

ETC Institute can offer an initial on-site visit for an additional \$2,000.

The Itemized Total Cost summary included on the previous page includes the full suite of ETC Institute services for a project of this nature.

Tab 7

Exceptions to the Proposal

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: RFP 5300 JRD0317

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

Place this attachment in Tab 7 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

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

Page Number

Section Number

Section Description

Alternative Language:

Justification:

Tab 8

Proposal Acceptance Period

Proposal Acceptance Period

ETC Institute understands that all proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.



**ADDENDUM
REQUEST FOR PROPOSAL
CUSTOMER SATISFACTION POLLING SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 5300 JRD0317

Addendum No: 1

Date of Addendum: January 29, 2018

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

1.0 Questions and Answers.

Q1: Are you seeking specific credentials to determine contractor qualification?

A1: No, the City is not seeking specific credentials. However, the City will evaluate your experiences listed in your submitted proposal and score it.

Q2: Do I need to staff someone at the phone line for Spanish language assistance?

A2: It is up to the Offer to propose their best solution based on the requirements listed in the Scope of Work. The City is okay with an Offeror using an automated system if the automated system can capture the customer's contact information for a callback if necessary.

Q3: Do you have a breakdown of the contact information for the estimated 7,500 people by address, email or phone?

A3: All of the 7,500 customers contacted for the poll conducted in 2017 had supplied an email address. DSD supplied just over 30,000 individual customer records to the contractor. Of those, 45% of those records had emails, 77% had a mailing address, and 69% had a phone number. However, the data provided was raw and could have contained approximately 50% duplicate records that was sorted by the Contractor into a final contact list. Email was the method used to contact customers for both the 2016 and 2017 polls.

Q4: Have you offered a reward in the past for people to complete the surveys?

A4: The City has not offered any rewards for answering these surveys in the past.

Q5: Can you provide suggestions for how we can obtain benchmarking for other locals?

A5: The City is deferring to the expertise of the Contractor to best determine benchmarking efforts based on industry methodology and their past experiences.

Q6: Who is the current contractor for these services?

A6: The current contract provider is ETC Institute.

Q7: I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

A7: Yes, if an Offeror decides they want to subcontract after the contract is award, an Offeror can contact SMBR at (512) 974-7600 or SMBRComplianceDocuments@austintexas.gov and follow the Good Faith Efforts at the time it was decided to subcontract.



Q8: I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?

A8: **Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 or SMBRComplianceDocuments@austintexas.gov for assistance in correctly completing Section 0905 - Subcontracting/Sub-Consulting Utilization Plan form.**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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



**ADDENDUM
REQUEST FOR PROPOSAL
CUSTOMER SATISFACTION POLLING SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 5300 JRD0317

Addendum No: 2

Date of Addendum: February 1, 2018

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

1.0 Questions and Answers.

Q1: Can you tell me how many respondents completed the poll last year?

A1: **Of the 3,500 customers sent the satisfaction poll in 2017, 753 of those customers completed the poll.**

Correction to Question 3 on Addendum 1:

Q3: Do you have a breakdown of the contact information for the estimated 7,500 people by address, email or phone?

A3: **Of the 3,500 customers contacted to complete the poll conducted in 2017, all had supplied an email address. DSD supplied just over 30,000 individual customer records to the contractor. Of those, 45% of those records had emails, 77% had a mailing address, and 69% had a phone number. However, the data provided was raw and contained duplicate records that was sorted by the Contractor into a final potential contact list of 7,500 customers. Email was the method used to contact customers for both the 2016 and 2017 polls.**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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



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

SOLICITATION NO: 5300 JRD0317

DATE ISSUED: January 15, 2018

REQUISITION NO.: 5300 17101800043

COMMODITY CODE: 96160, 20885

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

Primary Contact:

Jonathan Dalchau

Procurement Specialist IV

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

Secondary Contact:

Georgia Billela

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Customer Satisfaction
Polling Services

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:30 AM,
Thursday, January 25, 2018

LOCATION: Municipal Building, 124 W. 8th Street, Suite 335.1,
Austin, TX 78701

Pre-Proposal Remote Conference Phone Number: 512-974-9300
Enter the following code when prompted: 895571

PROPOSAL DUE PRIOR TO: 2:00 PM, Thursday, February 8, 2018

PROPOSAL OPENING TIME AND DATE: 3:00 PM, Thursday,
February 8, 2018

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

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

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0317	Purchasing Office-Response Enclosed for Solicitation # JRD0317
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original response per flash drive)

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	EXCEPTIONS FORM – Complete and return	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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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 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

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

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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

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SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP 5300 JRD0317**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

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

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12-months. The Contract may be extended beyond the initial term for up to four (4) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Development Services Department
Attn:	Janet McNiel
Address	505 Barton Springs Rd. Ste. 750
City, State Zip Code	Austin, Texas 78704

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

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5. SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES

This Contract is subject to the provisions of the City's Interim Service-Disabled Veteran Business Enterprise (SDVBE) Program established by the City consistent with City Council Resolution No. 20160303-016.

The City requires each Contractor submitting Offers on this Contract to provide a certification (**see the Service-Disabled Veteran Business Enterprise Contractor Certification included in the Solicitation**) with their Offer certifying whether they are State Historically Underutilized Business (HUB) Service-Disabled Veteran Businesses.

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

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

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

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

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8. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Janet McNiel

Phone: (512) 974-2760

Email: Janet.McNiel@austintexas.gov

**CITY OF AUSTIN
SCOPE OF WORK
CUSTOMER SATISFACTION POLLING SERVICES
SOLICITATION NO.: RFP 5300 JRD0317**

1. PURPOSE

The City of Austin (City) Development Services Department (DSD) seeks to establish a contract with a qualified Contractor to conduct annual Customer Satisfaction Polls (Polls) and Benchmarking Analysis services to gauge the satisfaction level of its customers with the services provided by DSD. The Poll results and analysis serve as a tool for the department to determine solutions to best meet customer expectations, strategic and business planning, and budgeting decisions.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

2. BACKGROUND

The DSD serves homeowners, business owners, and contractors by providing review, permitting, and inspection services for all development and construction-related activities within the city limits.

The DSD conducted annual Polls of its customers in 2016 and 2017. These Polls were conducted in October have consisted of approximately 70 questions. The Poll is emailed to DSD customers that received services during the prior fiscal year (October 1st to September 30th), with an average of 7,500 customers receiving Polls. It is anticipated that this method of selecting Poll participants will continue to be used in the future. The Contractor shall use results of prior Polls for analysis.

3. SCOPE OF SERVICES

The Poll is designed to gather feedback on customer perceptions of service level for development, permitting, inspection, online, and other DSD services; provide data and analysis, and produce an importance-satisfaction analysis.

- 3.1 The Contractor shall work with the DSD Contract Manager or designee to design the Poll using the questions and results from prior Polls. The Contractor shall include a ranking/prioritizing of questions for the Poll and may propose modifications that would best meet DSD's needs. This process may include an initial onsite, phone, or webinar meeting with the DSD Contract Manager or designee, and shall include follow-up phone calls to edit the Poll as needed.
- 3.2 The Contractor shall include in the original proposal to this RFP a proposed plan to ensure Poll responses can be collected and reported within the projected timeline.
- 3.3 The Contractor shall identify and provide a suggested methodology to ensure statistically valid data represents DSD's customer base across all DSD division units. The final approved Poll may require several revision sessions of the draft Poll after it is initially presented to the Contract Manager or designee. These revision sessions will be scheduled by the Contract Manager or designee.
- 3.4 The Contractor shall incorporate a one (1) page customer invitation letter with all Polls. DSD will provide the language to be used for the invitation letter. The language will include a short statement about the purpose of the Poll and how to receive the Poll in Spanish.
- 3.5 The questions should include "Yes" or "No" responses, use a scale of "Very Satisfied," "Satisfied," "Neutral," "Dissatisfied," "Very Dissatisfied," "Don't Know," and "No Answer" responses, and include some open-ended questions allowing for free-form responses. Other responses or scales may be considered after consultations with the Contract Manager or designee.
- 3.6 The method of administration of the Poll may utilize two (2) or more of the following media to maximize responses across the widest possible demographic:
 - 3.6.1 Telephone
 - 3.6.2 Mail

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3.6.3 Email

3.6.4 Online

Note: If an online Poll option is utilized, the Contractor shall create a website for the Poll to allow customers to complete the Poll online. It should be designed to save partially completed Polls and to not “time out” on the user. It shall be hosted on a secured non-City website, reflect the City as the owners of the data, clearly state that the Poll is being executed by DSD on behalf of the customers of the City, and is confidential.

- 3.7 The Poll shall be available in English and Spanish at a minimum, and include a phone number for Spanish-speaking customers to access for assistance. If requested, the Contractor shall mail a Spanish-translated printed copy of the Poll to the customer.
- 3.8 The Contractor shall collect, compile, analyze, and report the Poll data results. Best Practices of Poll methodologies and statistical analysis techniques shall be used.
- 3.9 The Contractor shall collect, compile, analyze, and report on the importance-satisfaction data results. This importance-satisfaction analysis is critical to DSD for identifying service areas for improvement, to direct resources towards services with the highest importance to citizens, as well as to those services where citizens are the least satisfied.
- 3.10 Poll results shall be provided electronically as raw, tabular data with datasets, rows, and columns labeled clearly and concisely. Tabulated data shall be compiled and shall include an appropriate weighting process to ensure that the results are statistically representative of DSD's customer base across all DSD division units and reported at the city-wide and City Council district levels. The Contractor shall provide GIS mapping of the results from selected areas. The City can provide access to a GIS mapping tool to assist with the facilitation of this activity if requested. The Contractor shall report Poll results on both a draft and final basis to the City.
- 3.11 The Contractor shall work with DSD to determine scoring calculation metrics from the raw data of the Poll results, and provide these raw calculations electronically.
- 3.12 The Contractor shall develop performance indicators or indices that shall allow DSD to track the department's aggregate performance year over year. These indices shall provide a “dashboard” for monitoring performance against organizational goals in key areas.
- 3.13 The Contractor's staff shall be knowledgeable in the areas of Poll methodology and statistical data analysis.
- 3.14 The Contractor shall provide national benchmarking data from other municipalities with a population of more than 250,000 residents, including but not limited to the following Texas cities: Arlington, Dallas, Ft. Worth, San Antonio, Houston, and Plano if applicable. The Contractor shall work with the Contract Manager or designee to finalize the full list of municipalities to be included in the benchmarking.
- 3.15 At the request of DSD to validate if e-mail Poll responses are a positive representative of customer responses across all DSD division units, the Contractor shall conduct additional Polls with a random sample of 100 customers by phone. The Contractor shall then compare the results of the phone sample to the email sample to determine if there are any statistically valid differences in the results and report the results in writing via email to the DSD Contract Manager or designee upon completion of the analysis of the results.
 - 3.15.1 If the phone sampling returns no discernable differences from the email sample, DSD may continue using the e-mail only methodology in future.
 - 3.15.2 If there are significant differences in the sampling results, the Contractor shall identify which groups may be over/under-represented in the email sample and recommend adjustments to the sampling plan at the request of the DSD Contract Manager or designee.

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4. PROJECTED ANNUAL TIMELINE

The following tentative schedule has been established as part of the Scope of Services to provide the approximate time required to implement the process to the point of completion for each annual Poll. DSD may adjust the timeline each year and will be finalized with the Contractor.

- April** Develop the Customer Satisfaction Poll; Determine method(s) of collection; Develop Poll Tools; Create Plan, and Determine Methodology.
Deliverables: (1) Finalized Poll Questions, (2) Final Draft of Poll Tools, (3) Sampling Methodology, (4) Poll Plan/timeline.
- July** Finalize Poll tools; Test Poll (if appropriate).
Deliverables: (1) Final Poll Tools.
- October** Release and distribution of customer invitation letter and administer Poll; Collect and tabulate benchmark data.
Deliverables: (1) Status Update, (2) Benchmark Data.
- November** Final tabulation of Poll Results; Prepare Draft Final Report; Prepare Draft Presentation.
Deliverables: (1) Final Poll Results, (2) Draft One-Page Template Report, (3) Draft Final Report with Appendices, (4) Draft Presentation Materials.
- December** Complete Final Report and all supporting documentation; Prepare final electronic data files; Complete Final Presentation.
Deliverables: (1) Final Report with Appendices and all supporting documentation – (5) five color printed copies, (2) Final Report with Appendices and all supporting documentation in .pdf format, (3) Final One-Page Template Report, (4) Final Electronic Data Files in Excel, (5) Final Presentation Slides in PowerPoint or similar electronic format, with 30 color single-sided printed copies (with page numbers) of the presentation slides.
- January** On-Site Presentations to DSD team, and the City of Austin City Council.

5. FINAL POLL RESULTS

- 5.1 Final Report:** The Contractor shall provide to DSD a comprehensive detailed printed and electronic report of the Poll results, which will capture all results of the Poll, identify trends, key findings, appropriate benchmarking results, importance-satisfaction analysis, and other relevant data. This comprehensive detailed printed and electronic report will also include a variety of charts and graphs throughout the report to illustrate results, trends, and analysis of the Poll results. The report shall include at a minimum:

5.1.1 Summary

- 5.1.1.1 An Executive Summary that describes the methodology used, response rate, key findings, and identify trends,
- 5.1.1.2 A pre-designed one (1) page Template Report containing the agreed upon calculated metric scores,
- 5.1.1.3 An Analysis identifying which DSD services should be top priorities for improvement. This analysis would include a review of the department's current performance in various areas relative to the importance that customers place on the main service areas. Areas with low satisfaction and high importance would be identified as top priorities for improvement,
- 5.1.1.4 Key Performance Indicators summary with supporting chart or graph that tracks the department's aggregate performance over time,

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5.1.2 Comparison and Analysis

- 5.1.2.1 A comparison and analysis utilizing previous years' Poll data results as determined by the department. The particular report format shall be established during the Poll design process and shall be based on the complexity level of statistical analysis that the department desires for the project,
- 5.1.2.2 A comparison and analysis to benchmark cities as agreed upon,
- 5.1.2.3 A comparison and analysis of Poll responses based on self-identifiers such as Resident, Licensed Design Professional, Applicant Agent, Developer/Owner, Contractor/Builder, Realtor, Neighborhood Association Member, Special Interest Group Rep, Government Agency Staff, Environmental Consultant, or Other,
- 5.1.2.4 A comparison and analysis of city-wide and City Council District level Poll responses according to the collected demographic data (e.g., by Council District), as may be determined by the consultant,

5.1.3 Detailed Data

- 5.1.3.1 Tables showing the overall results of each question on the Poll,
- 5.1.3.2 Tables showing Poll results based on DSD division units, and partnering City departments as detailed in the Poll,
- 5.1.3.3 GIS maps showing Poll results in selected types of geographic and/or City of Austin City Council District areas,
- 5.1.3.4 A copy of the DSD Poll invitation letter,
- 5.1.3.5 A copy of the Poll Questions as they appeared in the actual Poll.

- 5.2 **On-Site Presentations:** The Contractor shall be prepared to make two on-site presentations of the final Poll results upon completion of each annual Poll. One presentation should be approximately 20 to 30 minutes for DSD staff. The second presentation should be a high-level City Council and department executive briefing of no longer than 15 minutes. 30 printed single-sided color copies of the presentation slides (with page numbers) shall need to be provided for the City Council briefing. The Contractor shall provide final versions of both presentations electronically in PowerPoint or similar format in advance of both on-site presentations.

6. CITY RESPONSIBILITY

- 6.1 DSD will work with the vendor to design the Poll. DSD will have the option to modify the Poll annually as necessary.
- 6.2 DSD will provide the questions, answer selections, and results from the prior year's Polls.
- 6.3 DSD will provide the language to be used for the customer invitation letter.
- 6.4 At the beginning of a new fiscal year (i.e., October 2018), DSD will provide the Contractor with a list (in Excel) that contains unique contact information for customers who have interacted with DSD during the previous fiscal year (i.e., October 1, 2017 to September 30, 2018). The contact information will include the customer's name, physical address, phone (if available), and e-mail address (if available).
Please Note: Customer information must be protected and cannot be distributed or used for any purpose not directly related to this Poll and analysis.
- 6.5 DSD will provide the Contractor with a pre-designed one-page template report to capture calculated metric scores, as determined by DSD. This template is to be completed by the Contractor and included in both the draft and final report.

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PURCHASING OFFICE
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1. PROPOSAL FORMAT:

The Offeror shall submit one (1) original printed and ink signed version and one (1) electronic copy of your scanned Proposal on a flash drive. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as described below and required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of two (2) pages or less, which gives in brief concise terms, a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Section 0840 – Service-Disabled Veteran Business Enterprise
- G. Section 0900 - Subcontracting/Sub-Consulting Utilization Form
- H. Section 0905 - Subcontracting/Sub-Consulting Utilization Plan (if applicable)
- I. Addendums

Tab 3 – Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Company Experience and Personnel Qualifications

- A. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include an organization chart and communication chart that identifies your organization and the management structure of your company. The organization must be in good standing with Federal and State licensing requirements and your proposal should so state. Include the State in which incorporated or licensed to operate.
- B. **Project Management Structure and Personnel:** Provide a general explanation which specifies project leadership and reporting responsibilities. Include names and qualifications of all professional personnel who will be assigned to this project. Identify key persons by name and title and identify their responsibilities to this project.
- C. **Prior Experience:** Provide three (3) relevant corporate experience examples to the type of polling we are requiring. Do not include corporate experience prior to 1998 and only for personnel that will be directly assigned to the contract. Clients may be contacted for verification of information and references. Include specifically your experience working with public entities. Detail information should include entity name, project description, entity address, contact name, email address, and phone number.

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Tab 5 – Project Concept, Solution, and Program:

- A. **Approach:** Describe in detail your approach and/or methodology based on the City's Scope of Work. Include information such as the values, purpose, and goals that will drive your approach to completing the Scope of Work. Demonstrate your understanding of the City's goal for this project and how you propose to fulfill it. Provide any additional information you deem necessary to evaluate your proposal.
- B. **Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate the following at a minimum:
- a. A description of your work program by tasks. Detail the steps you will take proceeding from Task 1 to the final tasks.
 - b. Project Plan including overall project schedule with milestones and reporting intervals.
 - c. The points at which written, deliverable reports will be provided.
 - d. The amount of progress payments you are requesting upon successful completion of milestones or tasks.
 - e. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Tab 6 – Cost Proposal

A. **Itemized Total Cost (excluding Optional Services):**

Proposer shall provide pricing that is inclusive of all materials, supplies, labor, overhead, and travel if required. A firm fixed price or not-to exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

Your method of costing may or may not be used but should be described.

- a. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
 - i. Personnel category (manager, senior consultant, analyst, subcontractor, etc.)
 - ii. estimated hours for each category of personnel
 - iii. rate applied for each category of personnel
 - b. Supplies and materials
 - c. Other itemized direct costs
 - d. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.
 - e. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BAS_IC. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.
- B. **Optional Services Cost:** Optional cost should be priced separately and will not be used in the evaluation of the proposal.

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Tab 7 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment A)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 8 – Proposal Acceptance Period:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

2. PROPRIETARY INFORMATION:

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

3. PROPOSAL PREPARATION COST:

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

4. EXCEPTIONS:

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

5. EVALUATION FACTORS AND AWARD:

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

B. Evaluation Factors: Maximum 100 points.

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

- i. **Demonstrated Company Experience and Personnel Qualifications:** This includes description of the business organization, your management structure, qualifications your personnel working on in this project, and experience. (*Tab 4*) **(30 points)**
- ii. **Project Concept, Solution, and Program:** This includes your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. (*Tab 5*) **(37 points)**

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PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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- iii. **Cost Proposed:** Reasonable costs with the ability to provide services proposed. Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. (*Tab 6*) **(20 points)**

Your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. The City upon delivery and acceptance of the audit final report will process invoice amount for payment.

- iv. **Service-Disabled Veteran Business Presence:** **(3 points)**

- v. **Local Business Presence:** **(Maximum 10 points)**

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

- vi. **Optional Interviews:** Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

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

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

not continue.

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

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

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5300 JRD0317

SOLICITATION TITLE: CUSTOMER SATISFACTION POLLING SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
If the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>			
_____ Name and Title of Authorized Representative (Print or Type)		_____ Signature/Date	

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5300 JRD0317

SOLICITATION TITLE: CUSTOMER SATISFACTION POLLING SERVICES

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5300 JRD0317

SOLICITATION TITLE: CUSTOMER SATISFACTION POLLING SERVICES

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5300 JRD0317
SOLICITATION TITLE: CUSTOMER SATISFACTION POLLING SERVICES

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: RFP 5300 JRD0317

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

Place this attachment in Tab 7 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

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

Page Number

Section Number

Section Description

Alternative Language:

Justification:

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP.....**

1.0 PURPOSE

The City of Austin Development Services Department (DSD) seeks a qualified consultant to conduct an annual Customer Satisfaction Survey (Survey) and Benchmarking Analysis to gauge the satisfaction level of its customers with the services provided by DSD. The Survey results and analysis serve as a tool for the department to determine solutions to best meet customer expectations, strategic and business planning, and budgeting decisions. The contract will be for a one (1) year period, with the option to extend it annually up to an additional four (4) years.

2.0 BACKGROUND

The City of Austin's Development Services Department serves homeowners, business owners, and contractors by providing review, permitting, and inspection services for all development and construction-related activities within the city limits.

The DSD has conducted an annual Customer Satisfaction Survey of its customers in 2016 and 2017. These Surveys have been conducted every October have consisted of approximately 70 questions. The Survey is emailed to City of Austin DSD customers that received DSD services during the prior fiscal year (October 1 – September 30), which may average 7,500 customers. It is anticipated that this method of selecting survey participants will continue to be used for future annual Surveys. The Contractor will be using the baseline results of prior years' Surveys for analysis.

3.0 SCOPE OF SERVICES

The Survey is designed to gather feedback on customer perceptions of service level for development, permitting, inspection, online, and other DSD services; provide data and analysis, and produce an importance-satisfaction analysis.

- A. The Contractor shall work with the DSD contract administrator to design the Survey using the questions and results from prior years' Surveys. The Contractor shall include a ranking/prioritizing of services questions to the Survey and may propose modifications that would best meet the DSD's needs. This process may include an initial onsite, phone, or webinar meeting with the DSD contract administrator, and up to two (2) follow-up phone meetings.
- B. The Contractor shall present a proposed plan to ensure responses can be collected and reported within the projected timeline.
- C. The Contractor shall identify and provide a suggested methodology to ensure statistically valid data represents DSD's customer base across all DSD division units. The final approved Survey may require several revision sessions of the draft Survey after it is initially presented to the contract administrator.
- D. The Contractor shall incorporate a one (1) page customer invitation letter with all Surveys. DSD will provide the language to be used for the invitation letter. The language will include a short statement about the purpose of the Survey.
- E. The questions should include "Yes" or "No" responses, use a scale of "Very Satisfied," "Satisfied," "Neutral," "Dissatisfied," "Very Dissatisfied," "Don't Know," and "No Answer" responses, and include some open-ended questions allowing for free-form responses. Other responses or scales may be considered after consultations with the contract administrator.
- F. The method of administration of the Survey may utilize two (2) or more of the following media to maximize responses across the widest possible demographic:
 - telephone
 - mail
 - email

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP.....**

- online

Note: If an online Survey option is utilized, The Contractor shall create a website for the Survey to allow customers to complete the Survey online. It should be designed to save partially completed Surveys and to not “time out” on the user. It shall be hosted on a non-City of Austin website, reflect the City of Austin as the owners of the data, clearly state that the Survey is being executed by the City of Austin Development Services Department on behalf of the customers of the City of Austin, and is confidential.

- G. The Survey shall be available in Spanish and will include a phone number for Spanish-speaking customers to access for assistance. If requested, the Contractor will mail a Spanish-translated printed copy of the Survey to the customer.
- H. The Contractor shall collect, compile, analyze, and report the Survey data results. Best Practices of Survey methodologies and statistical analysis techniques shall be used.
- I. The Contractor shall collect, compile, analyze, and report on the importance-satisfaction data results. This importance-satisfaction analysis is critical to DSD for identifying service areas for improvement, to direct resources towards services with the highest importance to citizens, as well as to those services where citizens are the least satisfied.
- J. Survey results shall be provided electronically as raw, tabular data with datasets, rows, and columns labeled clearly and concisely. Tabulated data shall be compiled and shall include an appropriate weighting process to ensure that the results are statistically representative of DSD’s customer base across all DSD division units and reported at the city-wide and City of Austin City Council district level. The Contractor shall provide GIS mapping of the results from selected areas. The City can provide access to a GIS mapping tool to assist with the facilitation of this activity. The Contractor shall report Survey results on both a draft and final basis to the City.
- K. The Contractor shall work with DSD to determine scoring calculation metrics from the raw data of the survey results, and provide these raw calculations electronically.
- L. The Contractor shall develop performance indicators or indices that will allow DSD to track the department’s aggregate performance year over year. These indices will provide a “dashboard” for monitoring performance against organizational goals in key areas.
- M. The Contractor’s staff shall be trained in the areas of Survey methodology and statistical data analysis.
- N. The Contractor shall provide national benchmarking data from other municipalities with a population of more than 250,000 residents, including but not limited to the following Texas cities: Arlington, Dallas, Ft. Worth, San Antonio, Houston, and Plano if applicable. The Contractor will work with the contract administrator to finalize the full list of municipalities to be included in the benchmarking.
- O. If DSD would like to validate that the sample with e-mail addresses is representative of all customers across all DSD division units, the Contractor will conduct additional Surveys with a random sample of 100 customers by phone. The Contractor would then compare the results of the phone sample to the email sample to determine if there are any significant differences in the results. If there are no differences, the department will know that it could continue using the e-mail only methodology in future. If there are significant differences in the results, Contractor will identify which groups may be over/under-represented in the email sample and recommend adjustments to the sampling plan.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP.....**

4.0 CITY RESPONSIBILITY

- A. DSD will work with the vendor to design the Survey. DSD will have the option to modify the survey annually as necessary.
- B. DSD will provide the questions, answer selections, and results from prior year's surveys.
- C. DSD will provide the language to be used for the customer invitation letter.
- D. At the beginning of the new fiscal year (i.e., October 2018), DSD will provide the Contractor with a list (in Excel) that contains unique contact information for customers who have interacted with DSD during the previous fiscal year (i.e., October 1, 2017 – September 30, 2018). The contact information will include the customer's name, physical address, phone (if available), and e-mail address (if available).
Please Note: Customer information must be protected and will not be distributed or used for any purpose not directly related to this Survey and analysis.
- E. DSD will provide the Contractor with a pre-designed one-page template report to capture calculated metric scores, as determined by DSD. This template is to be completed by the Contractor and included in both the draft and final report.

5.0 PROJECTED TIMELINE

The following tentative schedule has been established as part of the Scope of Services to provide the approximate time required to implement the process to the point of completion for each annual survey. DSD may adjust the timeline each year and will be finalized with the Contractor.

April	Develop the Customer Satisfaction Survey; Determine method(s) of collection; Develop Survey Tools; Create Plan, and Determine Methodology. <i>Deliverables: (1) Finalized Survey Questions, (2) Final Draft of Survey Tools, (3) Sampling Methodology, (4) Survey Plan/timeline.</i>
July	Finalize Survey tools; Test Survey (if appropriate). <i>Deliverables: (1) Final Survey Tools.</i>
October	Release and distribution of customer invitation letter and administer survey; Collect and tabulate benchmark data. <i>Deliverables: (1) Status Update, (2) Benchmark Data.</i>
November	Final tabulation of Survey Results; Prepare Draft Final Report; Prepare Draft Presentation. <i>Deliverables: (1) Final Survey Results, (2) Draft One-Page Template Report, (3) Draft Final Report with Appendices, (4) Draft Presentation Materials.</i>
December	Complete Final Report and all supporting documentation; Prepare final electronic data files; Complete Final Presentation. <i>Deliverables: (1) Final Report with Appendices and all supporting documentation – (5) five color printed copies, (2) Final Report with Appendices and all supporting documentation in .pdf format , (3) Final One-Page Template Report, (4) Final Electronic Data Files in Excel, (5) Final Presentation Slides in Powerpoint or similar electronic format, with 30 color single-sided printed copies (with page numbers) of the presentation slides.</i>
January	On-Site Presentations to DSD team, and the City of Austin City Council.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP.....**

6.0 FINAL SURVEY RESULTS

- A. Final Report:** The Contractor shall provide to DSD a comprehensive detailed printed and electronic report of the Survey results, which will capture all results of the Survey, identify trends, key findings, appropriate benchmarking results, importance-satisfaction analysis, and other relevant data. This comprehensive detailed printed and electronic report will also include a variety of charts and graphs throughout the report to illustrate results, trends, and analysis of the Survey results. The report will include:

Summary

1. A 1-2 page Executive Summary that describes the methodology used, response rate, key findings, and identify trends,
2. Pre-designed One-Page Template Report containing the agreed upon calculated metric scores,
3. An Analysis identifying which DSD services should be top priorities for improvement. This analysis would include a review of the department's current performance in various areas relative to the importance that customers place on the main service areas. Areas with low satisfaction and high importance would be identified as top priorities for improvement,
4. Key Performance Indicators summary with supporting chart or graph that tracks the department's aggregate performance over time,

Comparison and Analysis

5. A comparison and analysis utilizing previous years' Survey data results as determined by the department. The particular report format shall be established during the Survey design process and shall be based on the complexity level of statistical analysis that the department desires for the project,
6. A comparison and analysis to benchmark cities as agreed upon,
7. A comparison and analysis of survey responses based on self-identifiers such as Resident, Licensed Design Professional, Applicant Agent, Developer/Owner, Contractor/Builder, Realtor, Neighborhood Association Member, Special Interest Group Rep, Government Agency Staff, Environmental Consultant, or Other,
8. A comparison and analysis of city-wide and City of Austin City Council District level survey responses according to the collected demographic data (e.g., by Council District), as may be determined by the consultant,

Detailed Data

9. Tables showing the overall results of each question on the Survey,
10. Tables showing survey results based on DSD division units, and partnering City departments as detailed in the survey,
11. GIS maps showing Survey results in selected types of geographic and/or City of Austin City Council District areas,
12. A copy of the DSD Survey invitation letter,
13. A copy of the Survey Questions as they appeared in the actual survey.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP.....**

- B. On-Site Presentations:** The Contractor shall be prepared to make two on-site presentations of the final Survey results upon completion of each annual survey. One presentation should be 20-30 minutes for DSD staff. The second should be a high-level City of Austin City Council/department executive briefing of no longer than 15 minutes. 30 printed single-sided color copies of the presentation slides (with page numbers) will need to be provided for the City of Austin City Council briefing. The Contractor shall provide final versions of both presentations electronically in PowerPoint or similar format in advance of both on-site presentations.

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

1. PROPOSAL FORMAT:

Submit 1 original and 1 electronic copy of your Proposal on flash drive. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as described below and required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of two (2) pages or less, which gives in brief concise terms, a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets
- D. Section 0835 - Non-Resident Bidder Provisions
- E. Completed and Signed Section 0900 No Goals Utilization Plan (if applicable).

Tab 3 – Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Company Experience and Personnel Qualifications (30 Points)

a) Business Organization:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include an organization chart and communication chart that identifies your organization and the management structure of the Firm. The organization must be in good standing with Federal and State licensing requirements and your proposal should so state. Include the State in which incorporated or licensed to operate.

b) Project Management Structure and Personnel:

Provide a general explanation which specifies project leadership and reporting responsibilities. Include names and qualifications of all professional personnel who will be assigned to this project. Identify key persons by name and title and identify their responsibilities to this project

c) Prior Experience:

Provide three (3) relevant corporate experience examples to the type of survey we are requiring. Do not include corporate experience prior to 1998 and only for personnel that will be directly assigned to the contract. Clients may be contacted for verification of information and references. Include specifically your experience working with public entities. Detail information should include entity name, project description, entity address, contact name, email address, and phone number.

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Tab 5 – Project Concept, Solution, and Program: (40 Points)

a) Approach

Describe in detail your approach and/or methodology based on the City's Scope of Work. Include information such as the values, purpose, and goals that will drive your approach to completing the Scope of Work. Demonstrate your understanding of the City's goal for this project and how you propose to fulfill it. Provide any additional information you deem necessary to evaluate your proposal.

b) Program:

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

- i. A description of your work program by tasks. Detail the steps you will take proceeding from Task 1 to the final tasks.
- ii. Project Plan including overall project schedule with milestones and reporting intervals.
- iii. The points at which written, deliverable reports will be provided.
- iv. The amount of progress payments you are requesting upon successful completion of milestones or tasks.
- v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Tab 6 – Cost Proposal:

a) Total cost (excluding Optional Services): (20 Points)

Proposer shall provide pricing that is inclusive of all materials, supplies, labor, overhead, and travel if required. A firm fixed price or not-to exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

- i. Itemize the total cost. Your method of costing may or may not be used but should be described.
 - a. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
 - (1) Personnel category (manager, senior consultant, analyst, subcontractor, etc.)
 - (2) estimated hours for each category of personnel
 - (3) rate applied for each category of personnel
 - b. Supplies and materials
 - c. Other itemized direct costs
 - d. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.

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

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

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

- b) **Optional services cost** should be priced separately and **will not** be used in the evaluation of the proposal.

Tab 7– Exceptions to the Proposal:

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 8 – Proposal Acceptance Period:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

2. PROPRIETARY INFORMATION:

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

3. PROPOSAL PREPARATION COST:

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

4. EXCEPTIONS:

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

5. EVALUATION FACTORS AND AWARD:

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

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Proposer. Award of a contract may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: Maximum 100 points.

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

- i. **Demonstrated Company Experience and Personnel Qualifications:** This includes description of the business organization, your management structure, qualifications your personnel working on in this project, and experience. (Tab 4) **(30 points)**
- ii. **Project Concept, Solution, and Program:** This includes your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. (Tab 5) **(40 points)**
- iii. **Cost Proposed:** Reasonable costs with the ability to provide services proposed. Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. (Tab 6) **(20 points)**

Your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. The City upon delivery and acceptance of the audit final report will process invoice amount for payment.

iv. Local Business Presence: (Maximum 10 points)

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

- v. **Optional Interviews:** Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission.