



Amendment No. 1  
To  
Contract No. PA180000032  
For  
Small Business Training  
Between  
University of Texas at Austin  
Texas Extended Campus  
dba University of Texas  
dba UT Austin  
dba The University of Texas  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 23, 2019, through May 22, 2020. One option remains.
- 2.0 The total contract amount is increased by \$170,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/23/2018 – 05/22/2019	\$170,000.00	\$170,000.00
Amendment No. 1: Option 1 – Extension 05/23/2019 – 05/22/2020	\$170,000.00	\$340,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 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.
- 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.

DocuSigned by:  
Sign/D Linda Shaunessy

2019-03-21 | 12:22:24 PDT

D9E4716847F042B  
Linda Shaunessy  
Business Contracts Administrator

University of Texas at Austin  
Texas Extended Campus  
P.O. Box 7518  
Austin, Texas 78713-7518  
(512) 471-4633  
[toi.davis@austin.utexas.edu](mailto:toi.davis@austin.utexas.edu)

Matthew Duree  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701

3-21-19



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 23, 2018

TEXAS Extended Campus  
Hilary Routon  
Program Portfolio Coordinator  
PO Box 7879  
Austin, TX 78713  
h.routon@austin.utexas.edu

Dear Hilary:

The Austin City Council approved the execution of a contract with your company for Small Business Training in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Blake Smith
Department Contact Email Address:	Blake.Smith@austintexas.gov
Department Contact Telephone:	512-974-7618
Project Name:	Small Business Training
Contractor Name:	TEXAS Extended Campus
Contract Number:	MA 5500 PA180000032
Contract Period:	05/23/2018- 05/22/2019 for initial term
Dollar Amount	\$170,000 for initial term, up to \$510,000 for 36 months
Extension Options:	Two 12-month extension options
Requisition Number:	18050900491
Agenda Item Number:	22
Council Approval Date:	4/12/2018

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,

Liz Lock  
Procurement Specialist II  
City of Austin  
Purchasing Office

cc: Blake Smith

**CONTRACT BETWEEN THE CITY OF AUSTIN AND THE UNIVERSITY OF TEXAS AT AUSTIN**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This Contract (the "Contract") is entered into by and between the Parties shown below.

**I. Parties:**

The Receiving Party: City of Austin, a local government entity.

Economic Development Department, Small Business Program (SBP)  
Vicky Valdez, Small Business Program Manager  
P.O. Box 1088  
Austin, TX 78767

The Performing Party: The University of Texas at Austin (UT), an institution of higher education and agency of the State of Texas.

TEXAS Extended Campus  
Hilary Routon, Program Portfolio Coordinator  
P.O. Box 7879  
Austin, TX 78713

**II. Statement of Services to be Performed:**

A. Classroom Training – The Performing Party shall deliver Classroom Training on the business topics listed in Exhibit A as follows:

1. Up to 55 classroom training sessions ("classes") shall be delivered over the initial 12-month Contract term. Up to 55 classes shall be delivered per each of the two 12-month extension options, for a total of 165 classroom training sessions.
2. Performing Party shall deliver a written curriculum for each of the 16 class topics listed in Exhibit A for Receiving Party's approval at least 30 days prior to the first scheduled class on each topic.
  - a. Receiving Party will provide written approval or a request for revision for each curriculum within 10 business days of submittal. Performing Party shall make good faith efforts to complete revisions within 10 business days of any requested revisions.
  - b. Material modifications to class curricula, and substitutions or additions to the roster of class topics described in Exhibit A, must be made administratively by the written agreement of both Parties.
    - i. Receiving Party may at any time recommend modifications to existing class curricula, or recommend development of a new class, for Performing Party's

approval.

- ii. Performing Party may at any time recommend modifications to existing class curricula, or recommend development of a new class, for Receiving Party's approval.
3. Performing Party shall vet, hire, schedule, and manage instructors whose subject matter qualifications are verifiable by education, professional certification(s), and/or references.
- a. Performing Party shall submit each instructor's resume or credentials for Receiving Party's approval, which shall not be unreasonably withheld, prior to finalizing the instructor's teaching assignment(s).
  - b. Instructors shall be evaluated by the participants of every class they teach using class evaluation forms approved by Receiving Party.
  - c. Instructors shall maintain a 90% overall average approval rating.
    - i. Receiving Party will retain the option, at its sole discretion, to instruct the Performing Party to replace any instructor who fails to maintain a 90% average approval rating from class participants submitting evaluations.
    - ii. Receiving Party will retain the option, at its sole discretion, to reject an invoice for any individual class in which the instructor fails to achieve at least a 70% approval rating from class participants submitting evaluations. Receiving Party may consider extenuating circumstances before rejecting payment.
  - d. Instructors are prohibited from promoting or selling products or services, or otherwise engaging in any business activity with class participants during their tenure under this Contract.
  - e. Instructors shall be treated as employees or subcontractors of the Performing Party, and shall have no contractual or employment rights with the City of Austin.
4. Class schedules shall be mutually-developed and agreed to in advance, no less than two months prior to the specific class start date, by Receiving Party and Performing Party staff (Note: Classes are typically scheduled in six-month increments).
- a. Performing Party shall be responsible for assigning instructors to scheduled classes.
  - b. Performing Party shall post classes on Receiving Party's subscription online registration service.



- c. Performing Party shall also post classes on Receiving Party's Calendar of Events.
  - d. Receiving Party shall provide training on the use of the subscription online registration service and on the calendar.
  - e. Receiving Party will respond to client questions sent to Small Business Program email account. Receiving Party will forward to Performing Party any questions it is unable to answer regarding classes, curriculum or instructors.
  - f. The City reserves the right to reschedule or cancel, at its discretion, any class that does not have at least 10 participants registered by five calendar days prior to date of performance. Receiving Party will monitor student enrollments and provide written notification to Performing Party of any cancellations or rescheduling. Performing Party may charge Receiving Party the necessary and reasonable expenses incurred for the rescheduled or canceled class, including a charge of \$25 per hour for the instructor's class development time and \$125 per hour for the instructor's training time.
  - g. Postponing Classes: The Parties agree to reschedule dates for services in the event either Party experiences emergencies such as acts of God, strikes, critical workloads, or any similar problem beyond the control of the Parties which results in the non-availability of personnel. When notification of such rescheduling is received by the Performing Party 10 calendar days or less prior to the scheduled performance date, Performing Party may charge Receiving Party the necessary and reasonable expenses incurred for the rescheduled class. Notification 11 or more calendar days prior to the scheduled performance date will incur no fees or charges for the portions postponed. Note: "Expenses incurred" may include a charge of \$25 per hour for the instructor's class development time and \$125 per hour for the instructor's training time.
  - h. All classes shall be conducted at the City's Entrepreneur Center, 4029 S. Capital of Texas Highway, Suite 110, Austin, TX, 78704, unless otherwise scheduled at another location. The Entrepreneur Center's classroom seats up to 40 participants and has the following basic equipment available on site – podium, audio/visual equipment, and laptops.
5. Performing Party shall perform the following administrative tasks for each class:
- a. Assembling Small Business Program information packet folders for distribution to class attendees. Receiving Party shall supply a stock of folders and marketing materials, which shall be replenished periodically as needed.
  - b. Providing and distributing any handouts, visual aids, textbooks or other materials necessary to successfully deliver the class.

- c. Printing the class sign-in sheet from the subscription online registration service.
  - d. Assist clients with on-site registration as needed.
  - e. Creation, printing and distribution of class evaluation forms. Receiving Party shall provide a template evaluation form to be adapted to each class.
  - f. A member of the Performing Party's staff shall arrive at least one hour prior to the start of each class to assist with attendee registration, and shall remain on-site during the entire duration of the class. Receiving Party shall also have a staff member present.
  - g. Assisting Receiving Party staff with setting up any equipment needed to deliver the classes.
  - h. Performing Party shall clean up the classroom after the class by straightening furniture and disposing of any trash.
6. Performing Party shall collect and submit evaluation forms from class participants.
- a. Evaluation forms shall be collected from a minimum of 75% of the participants of each class (e.g. if a class has twenty participants, at least fifteen evaluations must be collected and submitted to Receiving Party).
    - i. Receiving Party retains the option, at its sole discretion, to reject an invoice for any class that is not supported by evaluations collected from at least 75% of the class participants.
    - ii. Receiving Party may consider extenuating circumstances before refusing payment.
  - b. Following each class, Performing Party shall review participant evaluations scores and comments to gauge the effectiveness of the class.
  - c. Performing Party shall make adjustments or improvements to the content and delivery of classes as needed, based on participant feedback prior to the next offering of that class.
  - d. Performing Party shall provide timely feedback to the instructor on their performance and recommend improvements as needed.
  - e. Performing Party shall monitor participant comments to detect emerging needs and recommend new class topics that will address those needs.

- B. Online Training – The Performing Party shall develop a roster of pre-recorded, on-demand online classes on general business topics.
1. Within 10 business days of execution of the Contract, the Parties will hold an initial meeting to ensure understanding of the scope of work. The Parties shall draft a written proposed class schedule for the first six months of training.
  2. Within 90 calendar days of Contract execution, Performing Party shall submit for Receiving Party's approval a written plan for implementing online classes that includes the following:
    - a. Recommended format(s) for the online classes.
    - b. Recommended production techniques for online classes.
    - c. Estimated cost to produce each class (to help the Parties remain within the Contract's budget for development of online training).
    - d. Recommendations on which class topics are best suited to being offered online. (These recommendations are not limited to the sixteen topics listed in Exhibit A)
    - e. A proposed schedule for producing a minimum of 5 online classes by the end of the Contract term.
  3. Following Receiving Party's approval of the implementation plan, Performing Party shall produce a minimum of 5 online classes by the end of the Contract term.
    - a. Receiving Party will designate the topics for each of the online classes based on the Performing Party's recommendation.
    - b. Performing Party shall manage all aspects of the production of the online classes, and deliver a draft of each class to Receiving Party within the mutually-agreed schedule.
    - c. Performing Party shall produce online classes in a software program that is compatible with the City's current Adobe Connect technology.
    - d. Receiving Party shall review each draft online classes and instruct Performing Party to make edits as necessary.
      - i. Receiving Party may request up to three re-edits per class at no additional cost.
      - ii. Receiving Party and Performing Party shall negotiate the cost of edits requested beyond the third edit, if necessary.

- e. Receiving Party and Performing Party shall negotiate and mutually agree on the number, topics and schedule for producing additional online classes during the two 12-month extension options prior to execution of the extension options.
- 4. Online classes shall be hosted on a City-owned website. Receiving Party will manage all aspects of uploading classes to the host website and making them viewable by the public.
- 5. The class topics, production schedules and other details included in the approved online class implementation plan, referred to in this section may be amended at any time by mutual agreement of Receiving Party and the Performing Party as circumstances require.
- C. Program Structure Development – Performing Party shall recommend methods for integrating more structure into Receiving Party’s small business training program.
  - 1. Within 90 calendar days of execution of this Contract, Receiving Party will schedule a meeting with the Performing Party to discuss ideas for providing more structure to guide participants in developing their business skills systematically.
  - 2. The “next steps” shall be determined and mutually-agreed to by Receiving Party and the Performing Party at this meeting. Additional meetings may be scheduled as needed to discuss progress in implementing or to evaluate the Performing Party’s recommendations.
  - 3. The new structure shall compliment rather than replace the “buffet” delivery system.
- D. Continuing Education Units (“CEU”s) shall be awarded for this training by the Performing Party only upon participant request, and according to the Performing Party’s standard terms for issuing credits.
- E. The Receiving Party awards a “Business Skills Certificate” to participants who complete six classes. A framed certificate signed by the Mayor of Austin is presented to awardees at a bi-annual ceremony held at City Hall. A representative of the Performing Party shall provide staff support at each awards ceremony.

### **III. Other terms and conditions:**

- A. License: Subject to the terms and conditions of this Contract, The University of Texas at Austin grants to the City of Austin an irrevocable, fully paid, royalty free, worldwide license to copy, modify and publicly display the Curriculum throughout the universe, in any and all languages and via any and all forms of media, for the purpose of delivering the City of Austin’s Small Business Program. There are no implied licenses, and the license does not include the right to sublicense. The license shall be non-exclusive regarding use of the Curriculum for classroom training, but shall grant the City of Austin an exclusive license to the use of online training created using the



Curriculum. All licenses granted to the City of Austin under this Contract will be effective during the Contract term and will terminate at the conclusion of the Contract term. Notwithstanding the exclusive use provision in this section, the University retains the right to develop similar online courses for provision of training that does not directly compete with the City of Austin's Small Business Program.

- B. Co-branding: Training materials will display the City of Austin Small Business Program and The University of Texas at Austin TEXAS Extended Campus logos. TEXAS Extended Campus promotional materials may be inserted in the back pocket of Small Business Program folders along with the class handouts for class participants.
- C. Logos: The Small Business Development Program and University of Texas at Austin logos shall only be used as expressly stated in this section. Neither the Receiving nor the Performing Party may modify, alter, or change the words, symbols, graphics, design, or content of the other Party's logo for any reason; or copy, reprint, or otherwise use the other Party's logo in advertising or promotion in connection with the distribution and promotion of any other event, program, production, or film. Neither Party grants or transfers any trademark or other intellectual property rights in their respective logos to the other Party. Both Parties acknowledge the other Party's ownership of their logo and agree to do nothing inconsistent with such ownership, and that nothing in this Contract shall give either Party any right, title, or interest in the other Party's logo. Both Parties agree not to use the logos in connection with any matter that is or contains any content, data, work, or materials that is inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of either Party.

All uses of Performing Party's names, marks, or logos require review and written approval by The University of Texas at Austin, Office of Brand, Trademarks and Licensing prior to distribution in print or electronic media, which approval the Performing Party will not unreasonably withhold.

#### IV. Basis for Calculating Costs

The costs below include one-time subject matter expert (SME) fees for in-person courses, development fees for online courses (SME fees, instructional design, engineering and studio access, accessibility implementation, and content production), and annual delivery expenses for in-person courses.

One Time Development Expenses (*)	Class Length	Number of Class Topics	Cost/Class	Total Cost
In-Person Sessions	Full-Day	10	\$1,250	\$12,500
	Half-Day	6	\$749	\$4,494
Online Sessions	N/A	10	\$7,040 ea	\$70,400
	N/A	5	\$3,807 ea	\$19,005
		Total One Time Expenses		\$106,400
Annual Expenses	Class Length	Number of Classes	Cost/Class	Total Cost
First Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600



Second Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600
Third Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600
			Total Annual Expenses	\$403,200
			<b>TOTAL COSTS</b>	<b>\$ 509,599</b>

(\*) The rates provided in this Section IV are based on the development of 10 Full-Day and 6 Half-Day In-Person Sessions, 15 Online Sessions, and provision of 123 Full-Day and 42 Half-Day in-Person Sessions. In the event less than 41 Full-Day and 14 Half-Day in-Person Sessions are delivered during the Contract term, Receiving Party will owe Performing Party for only those sessions that are actually delivered in accordance with this Contract. Receiving Party will make good faith efforts to request 41 Full-Day and 14 Half-Day in-Person Sessions during the initial term and each of the two 12 month term extensions.

#### V. Contract Amount

The total amount of the initial 12-month Contract shall not exceed **\$170,000.00** with payment from current revenues available to the Receiving Party. The amount for each of the two 12-month extension options shall not exceed **\$170,000.00** per extension option. The total Contract amount shall not exceed **\$510,000.00**.

#### VI. Payment of Services

- A. Receiving Party will remit payments to Performing Party for services satisfactorily performed according to the terms in Section II of this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.
  1. Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.
  2. Performing Party must complete all tasks outlined in the "Reporting and Acceptance of Work" section below before Receiving Party will approve payment.
- B. Reporting and Acceptance of Work
  1. Performing Party shall submit requests for payment on a monthly basis.
    - a. The request for payment for a given month is due by the 5th working day of the following month (e.g. the invoice for January is due by the 5th working day of February).
    - b. Requests for payment may be delivered to:

COA Small Business Program  
 Attn: Blake Smith  
 505 Barton Springs Road, Suite 1375

Austin, TX 78704

- c. Requests for payment shall include an invoice that meets City requirements.
- 2. Requests for payment shall include a packet for each classroom-setting class invoiced that includes:
  - a. A completed Class Evaluation Summary sheet. Receiving Party will provide training on completion of the Class Evaluation Summary form.
  - b. The class sign-in sheet.
  - c. The class evaluation sheets completed by participants for each class.
  - d. Receiving Party retains the option, at its discretion, to reject payment for any class:
    - i. That is not supported by evaluations collected from at least 75% of the class participants.
    - ii. In which the instructor fails to achieve at least a 70% approval rating from class participants submitting evaluations.
    - iii. Receiving Party may consider extenuating circumstances before refusing payment.
- 3. Requests for payment shall include mutually-agreed backup documentation supporting completion of online classes or other deliverables being invoiced.

## **VII. Certifications**

The signers of this Contract possesses the right, power, legal capacity and full legal authority to execute this Contract on behalf of the Party and to bind the Party to the terms and conditions set forth herein. Furthermore, the signers of this Contract certifies that the Party is authorized to perform/receive the services required by this Contract, and that the Party has received all necessary approvals to execute and deliver this Contract,.

## **VIII. Term of the Contract**

This Contract is effective on the date it is fully executed by both Parties ("Effective Date") and shall terminate after 12 months.

The Contract may be extended for up to two additional 12-month terms upon written agreement of both Parties.

## **IX. Termination**

In the event of a material failure by a Party to perform its duties and obligations in accordance with the terms of this Contract, the other Party may terminate this Contract upon 30 days advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating Party. The termination will not be effective if the material failure is fully cured prior to the end of the 30 day period.

**X. No Assignment**

A Party to this Contract shall not assign or transfer its interests under the Contract.

**XI. Notices**

All notices shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate Party at the following address:

If to UT, relating to contractual matters:

The University of Texas at Austin  
Linda Shaunessy  
Business Contracts Administrator  
P. O. Box 8179  
Austin, TX 78713-8179  
Phone: 512-471-8200  
Email: [vpcfo.contracts@austin.utexas.edu](mailto:vpcfo.contracts@austin.utexas.edu)

If to UT, relating to provision of services / program administration:

TEXAS Extended Campus  
Hilary Routon  
Program Portfolio Coordinator  
P. O. Box 7879  
Austin, TX 78713  
Phone: 512-475-6486  
Email: [h.routon@austin.utexas.edu](mailto:h.routon@austin.utexas.edu)

If to COA:

City of Austin  
Vicky Valdez, Small Business Program Manager  
Economic Development Department, Small Business Program  
P.O. Box 1088  
Austin, TX 78767

With a copy to:

City of Austin  
City Attorney  
P.O. Box 1088

Austin, TX 78767

**XII. Waiver of Immunity**

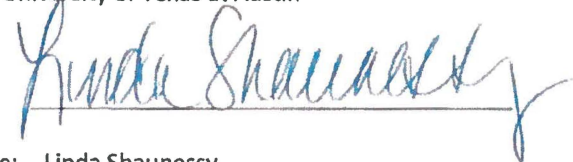
It is expressly understood and agreed that under this Contract neither Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed effective as of the Effective Date by the following duly authorized representatives of the Parties:

Receiving Party:  
City of Austin

Performing Party:  
The University of Texas at Austin

By: 

By: 

Name: Liz Lock

Name: Linda Shaunessy

Title: Procurement Specialist II

Title: Business Contracts Administrator

Date: 5/22/18

Date: 5/15/2018

  
Approved as to Form  
City of Austin Law Department

\_\_\_\_\_  
Approved as to Form  
Counsel for The University of Texas at Austin

Exhibit A- Scope of Work  
Exhibit B- Contractor's Proposal  
Exhibit C- Section 0800, Non-Discrimination Certificate  
Exhibit D- Section 0805, Non-Suspension  
Exhibit E- Certificate of Exemption  
Exhibit F- Statement of Self Insurance

## Exhibit A

### GETTING UP AND RUNNING

- **How to Write a Business Plan:** A practical, step-by-step instruction in how to develop a business plan for a small start-up business or the expansion of an existing business. Covers the business plan's purpose, components, format, marketing and financial projections and analysis. Teaches participants how to review all components of a business plan and apply learned concepts in developing their own business plan.
- **How to Get Investors:** Explores a wide spectrum of opportunities in seeking venture capital or risk capital investors. All potential sources of capital are reviewed and considered. Explains the processes of determining capital needs for a small business and the difference between equity investors and business partners. Teaches different methods of finding and raising capital and how to research and contact potential business investors.

### MANAGING MONEY

- **Manage Your Cash Flow:** Explains cash flow and how to use it as a tool to keep a business healthy. Provides the fundamentals needed to manage, measure, understand, and improve business cash flow.
- **QuickBooks – Introduction:** Helps improve the way participants use QuickBooks accounting software to manage their business. Covers accounting basics, tracking revenue and expenses, bank reconciliation and file setup using QuickBooks Pro accounting software. Class is taught using QuickBooks 2015 loaded onto the PCs used during the class.
- **QuickBooks – Intermediate:** A more advanced look at how to use QuickBooks Pro. Covers sales tax, payroll setup and processing, billable expenses, time tracking, budgets, estimates, sales orders and year end closing procedures using QuickBooks Pro accounting software. Participants must already be proficient as a QuickBooks user in order to benefit from this QuickBooks Intermediate session.
- **QuickBooks – Advanced:** Helps improve the way participants use QuickBooks accounting software to manage their business. Covers troubleshooting topics such as cleaning up paid invoices and bills still showing as unpaid on reports, handling bounced checks, and writing off bad debt, as well as ways to make QuickBooks more efficient by using Online Banking, Memorized Transactions and more. Participants must already be highly proficient as a QuickBooks user in order to benefit from this QuickBooks Advanced session.
- **Small Business Accounting:** A practical introduction to basic accounting concepts and primary financial statements.
- **Strategic Pricing:** Helps small business owners and managers understand common mistakes that companies make in pricing and learn best pricing practices that will enable them to maximize company



profitability. Teaches participants to: 1] Understand key principles and a process for defining pricing 2] Define pricing based upon their market strategy and value proposition 3] Apply the principles of Value-Based Pricing to their own business situation.

## MANAGING PEOPLE

- **Interviews and Hiring Employees:** Teaches participants how to develop their own structured interviewing techniques, how to differentiate between behaviors and traits, and how to write effective behavioral based questions to ask the right questions when interviewing a potential employee. This class also looks at the legal environment of hiring and helps participants create a defensible hiring process.
- **Human Resources Basics:** Teaches the basics of what business owners need to do before hiring that first employee or independent contractor and then what records they need to have thereafter. Topics covered include: Independent contractor vs. Employee; recordkeeping requirements; overtime wages; taxable and non-taxable fringe benefits.
- **Supervisory Excellence:** Helps participants better understand the full range of management responsibilities, learn what employees and other managers expect, and help participants assess their management style to make improvements that will help them achieve personal and professional success.

## MARKETING

- **Marketing Essentials:** This class covers five essentials to marketing a small business. Teaches the right strategies and tactics to maximize success and avoid wasting valuable time and money.
- **Google, Help Customers Find You:** Provides hands-on, step-by-step instructions for getting websites found through high ranking on Google and other search engines.
- **Social Media Practices:** Familiarizes participants with social media itself, the do's and don'ts of social media, and best practices in social media. Teaches participants how to best employ social media like Facebook and Twitter to better position their businesses in their markets.

## SMALL BUSINESS TAX

- **Small Business Recordkeeping:** Teaches participants the basics of what records to create, how long to keep them, and how to use this information to grow their business.

**Understanding Business Taxes:** Familiarizes participants with the tax forms, due dates and the financial information required to accurately complete various business tax returns.



# TEXAS Extended Campus

The University of Texas at Austin

## CITY OF AUSTIN SMALL BUSINESS TRAINING PROPOSAL

### EXPERIENCE

#### EXPERIENCE SUMMARY

The TEXAS Extended Campus (TEC) at the University of Texas at Austin helps individuals meet their professional and personal goals and helps organizations develop employees and improve performance through its programs, consulting, coaching, and facilitation services. TEC designs and delivers face-to-face and online programs for individuals interested in improving their professional skills or who seek a credential or a career change. Our programs and instructors help individuals and organizations around Texas and around the world improve personal and organizational performance. Since 1999, more than 18,000 individuals have enrolled in professional and continuing education programs. We conduct an average of 300 onsite programs annually within and outside of Texas.

In addition to the experience gained through successfully managing the City of Austin Small Business Program since 2009, TEXAS Extended Campus has accrued further experience by developing and administering a variety of similar training programs similar to that which is described in the Scope of Work.

The Scope of Work focuses on the ability to develop courses on an array of business-related topics. Within TEC's professional development portfolio, there have existed numerous programs that provide training and instruction within this area of study, both in-person and online. Examples of business-related offerings through TEC include the Business Analysis Certificate Program, Management and Leadership workshops, the Human Resources Certificate Program, and the Financial Planning Certificate Program. This depth of knowledge around developing a business-centered education will allow TEC to effectively address the needs of the small business owners and entrepreneurs attending SBP courses.

In addition, the Scope of Work identifies two different audiences that the successful Proposer will serve: the City of Austin and the City of Austin customers. All professional development programs (both in-person and online) administered through TEC serve either the public or government or corporate organizations. With each having its own specific set of needs for training, TEC has already developed the ability to customize and tailor programs for both, and will be able to utilize those skills and knowledge to provide a successful program to both entities involved in the SBP.

The structure of the program detailed within the Scope of Work as offering short-term, open-enrollment courses mirrors that of many TEC programs, the most notable the Management and Leadership workshops. Each workshop lasts no more than seven hours in length and is available to any student paying a registration fee. A variety of constraints accompany this type of course, which the Proposer is able to address based on this historical knowledge. Additionally, students attending these workshops are also able to obtain either a Business Management or Leadership Academy Certificate with the successful completion of a specified number of courses. A parallel requirement exists within the Scope of Work, as it specifies the need to offer a Business Skills certificate to students completing at least six classes within the program. TEC will thus be able to help connect students to a larger certificate program within this short-term course structure.

Lastly, regardless of course content or length, all TEC professional development programs, both in-person and online, receive regular feedback through course evaluations, an essential aspect of the program described in the



Scope of Work. Completed course evaluations are reviewed by instructors and program coordinators and utilized on a regular basis to continually improve their course offerings.

## EXPERTISE

At the TEXAS Extended Campus, we recognize that every organization and their needs are different. As a result, we invest in a customizable curriculum that can be adapted to fit your specific training requirements and further the growth of your individual employees, customers, and overall organization. Building on dozens of open-enrollment courses and a successful history of supporting the Central Texas professional community, our core topic areas include management, communications, business analysis, project management, finance, leadership, human resources and economic development.

## CLASSROOM TRAINING

**Initial Meeting:** Based on our previous work with the City and other clients, an initial kick-off and scoping meeting allows TEC to understand the City's needs and goals. We can review the previous year's schedule (including dates and number of offerings per course that were most successful), determine an optimum future schedule, confirm with instructors, and review with the City for their final approval.

**Classroom Training:** Our expertise is built upon the current City of Austin's Small Business Program (SBP), where we have been managing this program since 2009. In 2017, we will have delivered 58 in-person class sessions covering the 16 topics requested in the Scope of Work.

Beyond the SBP, our expertise is broad and significant, as TEC manages over 500 professional, enrichment, and academic classes throughout the year at a number of locations.

**Instructors:** We currently employ 7 instructors in the SBP that have significant experience in their subject matter and who have taught for multiple years in these and other programs. Additionally, TEC has almost 100 instructors on our current roster for professional and continuing education, where we regularly vet, hire, and schedule them throughout the year, including verifying their credentials and references as a normal part of our on-boarding process.

As part of all of our programs, we require the administration of a class evaluation form that covers a number of areas. Specifically for instructor evaluation, all of our professional programs evaluate that the instructor was:

- On time and prepared
- Knowledgeable about the topic
- Responsive to questions
- Responsive to appropriate instruction pacing

Furthermore TEC's current SBP also addresses evaluative topics including assessing learning objectives, the learning experience, and improvements to the class for future sessions. Results of these evaluations are regularly reviewed as part of our continuous improvement process.



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Through our TEC-wide instructor agreements, we manage the legal and fiduciary obligations with the instructors. Therefore they will have no contractual or employment rights with the City of Austin. These agreements outline expectations for the instructors, including (but not limited to) providing curriculum, notification of curriculum changes, list of books, gathering necessary supplies, and coordinating class materials. We will also explicitly include that the instructors are prohibited from promoting or selling products or services or otherwise engaging in any business activity with class participants during their tenure under the SBP contract.

**Curriculum Development:** Whether they are academic or professional in nature, virtually all of TEC's courses leverage a proven curriculum development process, where we employ a backwards design approach. This structured approach helps us understand:

- What do we want students to understand and do?
- How will we know whether the students understand the material?
- What are the activities that will help achieve the learning goals?

This design approach has allowed our courses to be learner goals-focused and therefore keeps the student's understanding at the core of curriculum development.

Building upon that curriculum development approach, and specifically for the future SBP, TEC is uniquely positioned to leverage the current program's structure and curriculum, including existing learning objectives, syllabi, and course materials. Furthermore, instructor agreements will be written in a way that insures that:

- Curriculum will contain no content owned or copyrighted by TEC or another party
- City of Austin retains all ownership rights of class curricula
- TEC will require City of Austin approval before any curriculum revisions
- Any curriculum modifications, substitutions, or additions may be made with the agreement of TEC and City of Austin

**Class Scheduling:** TEC is well versed in the mechanics and logistics of running courses and programs. Our professional education programs last anywhere from one day to several months and require an operations team that is skilled in instructor scheduling, contracts/agreements, room scheduling, and course registrations. As a result, we have many years of collective experience in successfully executing large-scale educational programs, across a variety of contexts.

For the future SBP, we expect to utilize much of the same processes and work products we have used for the current program, including assigning instructors to classes, posting courses on SBP's event registration service, and rescheduling or cancelling classes as requested by the City.

**Class Location:** TEC runs programs from a number locations that are managed by the university. Additionally with many of our custom programs, we have run dozens of courses from the client's or a third-party location, such as City's Entrepreneur Center for the current SBP.

**Administrative Tasks:** We have extensive experience with the administrative tasks that are needed to run a successful course or program. In virtually all of our current TEC programs, we manage the following duties:

- create and distribute course materials
- print rosters and sign-in sheets
- create and distribute course evaluations
- "open" and "close" courses and classrooms





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- make ourselves available for instructor and student questions

As a normal process with TEC courses and programs, we incorporate a continuous improvement approach to program development and on-going support. For our professional programs, the process begins with a course evaluation form that covers the following topics:

- Customer Information: how did they hear about us, industry classification, position
- Customer service experience: website navigation, registration process, experience with staff
- Course venue: comfortable, well-located/easy to find, clean
- Instructor evaluation: on-time, well prepared, knowledgeable, responsive, handouts were useful and well-organized
- Course content: relevant, comprehensive, appropriately balanced, matched customer's expectations
- Course experience: class participation encouraged, sufficient breaks, sufficient learning time
- Overall feedback: customer expectations met, recommend course to others, suggestions for improvement

Results from these surveys are analyzed and shared with the relevant stakeholders, including our product operations team, student services, and instructors. The results provide important guidance to future sessions or other related course development.

**Program Structure Development:** TEC runs over 20+ certificate programs across a number of areas and topics. As a result of that breadth of offerings, we have a deep expertise in understanding and structuring a program that goes beyond simply assembling of a collection of courses. Our experiences allow us to understand the scope of courses, how they fit together, and the sequence of how they should be taken by a learner.

It is with this expertise that we can help SBP understand how to create meaningful and valuable structure for their training program. This could include:

- suggested pathways for certain types of learners
- "bundles" or other packaging approaches to help communicate value to the learner
- techniques to complement and extend the current "buffet" delivery system

## **Reporting, Acceptance of Work, and Invoicing:**

TEC partners with a range of different organizations to provide customized programming and must adhere to various reporting and invoicing requirements. Due to these diverse needs, our course inventory system allows us to generate and tailor program invoices on a regular basis. We thus commit to maintaining accurate and organized course records, including sign-in sheets, evaluations, and any other back-up documentation necessary to support invoices for either in-person or online classes. In addition, we currently provide the SBP with an evaluation summary sheet, which allows the City to easily view overall class satisfaction ratings. Evaluation data serves as important feedback for each TEC course and program, and we use this feedback to comply with the standards set by each organization for payment.

## **Continuing Education Units ("CEU"s) and Certificates**





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The majority of courses offered at TEC earn 1 CEU per 10 hours of instruction. All courses identified within the Scope of Work are eligible for CEU award, and TEC will be able to issue credit to course participants upon request according to this standard.

In addition to CEUs, many TEC programs offer certifications in a variety of professional development topics. We organize and set requirements for the successful completion of each certification, and closely monitor each student's progress towards completing their certification. For external partners, we are able to provide certifications based on their request, including the award of the Business Skills Certification for participants who attend six SBP courses.

## Online Training:

### Team

The Instructional Design and Development (ID&D) team at the Texas Extended Campus includes experienced instructional designers, instructional technologists, editors, and graphic artists, along with project managers with specific experience in instructional design and development. In addition, the team has priority access to the resources of the Project 2021 Development Studio, which provides broadcast quality audio and video services.

### Project Process

The initial project activity will be a comprehensive review of the sixteen existing course offerings in the City's Small Business Training portfolio. While not every subject domain is well suited for presentation in an online environment, an initial review of these course topics suggests that most could be addressed effectively online. Drawing from a catalog of online learning approaches, many that TEC is currently piloting for the Small Business Accounting and Human Resources Basics courses, each remaining course will be evaluated with regard to its potential to effectively build on these approaches. In addition, designers will consider alternative treatments, not utilized in Accounting or Human Resources that might play a role in the remainder of the courses under evaluation.

Based again on the prototype efforts mentioned above (Accounting, Human Resources), it has been demonstrated that an efficient process can be implemented capable of producing a new online offering over a duration of three months or less. An overlapping development calendar will be employed, in which one course is moving through Testing/Revision/Delivery cycle, while the subsequent course is in the Design Phase. The following month will be fully focused on Production and the cycle will repeat. Using this model, once the initial ramp up process is complete, a new course will be released at least every two months throughout the duration of the contract.

	Month 01	Month 02	Month 03	Month 04	Month 05	Month 06	Month 07
Course 01	Design	Production	Testing/ Revisions/ Final Delivery				
Course 02			Design	Production	Testing/ Revisions/ Final Delivery		
Course 03					Design	Production	Testing/ Revisions/ Final Delivery

### **Instructional Analysis and Design**

The ID&D team approaches every engagement via an established and rigorous instructional design processes. Building from the Systems Approach Model of instructional design, the team has evolved its own variants that enable us to accommodate a range of learning needs and audiences within the constraints that often accompany specific client needs.

For each course, the design/development process begins by gaining a comprehensive understanding of the learning goals for the specific course. Once the City and the team are confident that the learning goals, as stated, accurately express the hoped-for outcomes, the goals are then operationalized (expressed in a form that can be clearly measured and assessed, whether or not formal assessment is to be part of the effort) to arrive at a list of mutually agreed upon, specific, behavioral learning objectives. Often glossed over, the process of defining specific learning objectives is the most critical step toward ensuring that the course achieves the intended change in the learners' skills and abilities.

The second critically important element in developing a successful learning program is gaining a comprehensive understanding of a typical learner, particularly with regard to their entry-level knowledge and skills. While the definition of specific learning objectives defines the endpoint of the instructional process, a comprehensive understanding of the learner defines the starting point. A range of approaches with varying degrees of rigor can be used to diagnose this entry-level knowledge. At its simplest, past instructors can be interviewed to gain their insights as to the characteristics of the typical learner.

Once these two essential elements of the learning initiative are well understood, it then becomes the task of the ID&D team to partner with the course instructor to craft a series of learning activities that traverse a continuous, interconnected path from the learner's entry-level state to the desired learning outcome(s). One of the primary activities that enables this process is the subordinate skills analysis – a process of identifying the intermediate learning gains that traverse the path from entry-level skill to course learning goals.

It's at this point, prior to the consideration of a single learning activity, that the issue of assessment must be addressed. While many online courses do not include formal assessments, we consider the inclusion of **formative assessment** (intermediate checks for understanding) to be an essential part of any online learning effort. In a face-to-face learning environment, most experienced instructors have developed a keen eye for when they're losing the class. In a fully online environment, this function has to be undertaken by periodic formative assessments. These brief checks for understanding either confirm for the learner that they are achieving the learning objectives and can proceed with confidence, or indicate that they may need to revisit some prior content. In their most fully realized form, formative assessments are diagnostic and guide the learner to remedial content appropriate to their specific area of weakness.

Most of the work described above will be undertaken during a kickoff meeting with the course instructor. The agenda for such meetings may vary, but typically includes most or all of the following elements:

- Provide an orientation to the design and development process.
- Understand the learning goals of the course.
- Document the instructor's understanding of a typical learner's incoming skill level.
- Review the course content and look for logical break points so as to modularize the content into instructional units of a scale appropriate for self-paced, on-demand learning.
- Develop and document the specific learning objectives for each identified module.





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- If formal assessment is to be included, engage in initial discussions of assessment approaches for stated learning objectives.
- Gain insights into the instructor's approach to presenting the content and facilitating learning, including their approaches to checking understanding during instruction.

Following the kickoff meeting, the ID&D team will document the findings, including course goals and objectives, learner characteristics, assessment approach, and any constraints that need to be taken into account. These will be provided to the instructor and the City for review and approval.

While many of the face-to-face courses under consideration are delivered in a one-day format, such an approach is not appropriate for on-demand online learning. Content needs to be chunked into modules that learners can engage with for a period of 20 – 40 minutes before stepping away. In addition to facilitating more effective learning, this modular approach also accommodates busy schedules that are common for small business operators. Each module will be fully self-contained, including a presentation of the module's specific learning objectives, content, checks for understanding, and concluding with a module summary.

## Content and Media Development

Building on the consensus understanding achieved through the initial activities described above, actual learning content design and development will be initiated. Online course content can take a variety of forms. The ID&D team has experience in and resources to support all aspects of media design and development, including:

- Digital audio and video recording, editing, and post-processing
- Static two-dimensional and three-dimensional graphics
- Animated two-dimensional and three-dimensional graphics
- Content writing and editing
- Interactive simulation design/development

## Suggested Learning Design Approaches to Consider

**Beyond Narrated Presentations:** It is anticipated, based on our experience with the content resources of the City's existing face-to-face courses, that much of the core content will ultimately take the form of narrated presentations based on the instructors' slide decks. Far from resulting in a flipbook of static images, our approach will utilize a range of animation techniques to create a much richer experience, focusing the learner's attention to elements on the screen that are being described in the audio narration. Such elements might consist of dynamic highlighting, surrounding focus areas with borders, adding simple animated illustrations, dissolving between content elements, zooming in on important elements of the slide, and other techniques. Audio narration will be recorded before this process finalizes so as to ensure precise synchronous alignment between the animation and the narration.

**Instructor Video Introduction:** In addition, we would propose a simple video introduction to each course, provided by the course instructor. Even though the learner will likely never have direct contact with that instructor, such an introduction strengthens the social presence of the instructor, thereby increasing the likelihood of deeper learner engagement with the course content.

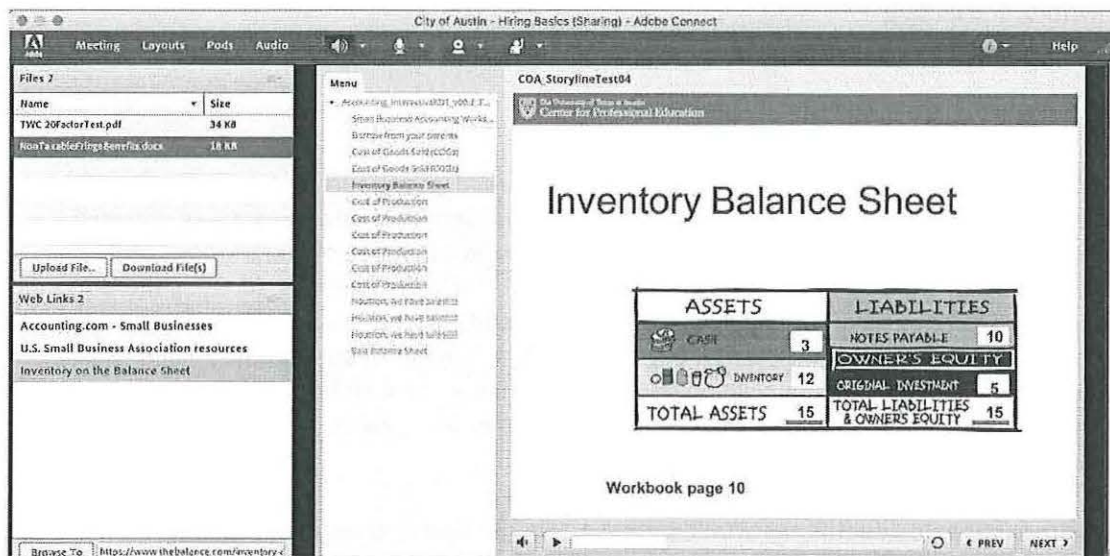
**Fully Storyboarded Approach:** The ID&D team will create storyboards to support all content creation activities, including, as appropriate, slide images, sketches of the screen layouts, content notes, instructions for

animations, flowcharts for interactive elements, and narration scripts. Additional elements, such as those introducing and summarizing each module or those that facilitate learner “checks for understanding” will be included and described fully in the storyboard. The storyboards will be reviewed with the instructor prior to any new content creation or audio/video recording. These storyboard review meetings can probably be undertaken remotely via our Adobe Connect virtual meeting environment so that the instructor doesn’t necessarily have to come in to campus.

### Learning Environment – Ready for Adobe Connect

Final deliverables will be provided to the City in a format that can be readily deployed within the City’s Adobe Connect platform or any common learning management system. The team is able to deliver content in just about any necessary format, but Connect readily accepts Flash content, as well as SCORM packages. These are formats that the team is very familiar with and doing active development for currently. Adobe Connect also enables the inclusion of supplementary materials via the Files pod, as well as links to outside content through the Web Links pod. In addition to the rich media presentations, courses will likely include a range of resources that support the presentations or serve as ongoing resources for the learner. Examples might include job aides or resources from governmental agencies (IRS circulars, for example).

The narrated presentations will include a full complement of navigational features that will accommodate the learner’s movement within the content. Each slide will provide the ability to pause the presentation and jump forward and backward within the current slide via the progress bar. Slides will each have buttons to move forward or backward to the adjacent slides. An interactive table of contents will provide direct access to any slide in the presentation. In many cases each slide will advance automatically into the next, but at times the learner will be asked to perform some action – answer a question, do a calculation, jot down a thought – before advancing to the next slide manually and receiving feedback on their action. An example is included here:



City of Austin - Hiring Basics (Sharing) - Adobe Connect

COA\_StorylineTest04

## Inventory Balance Sheet

ASSETS		LIABILITIES	
CASH	3	NOTES PAYABLE	10
INVENTORY	12	OWNER'S EQUITY	5
<b>TOTAL ASSETS</b>	<b>15</b>	<b>TOTAL LIABILITIES &amp; OWNERS EQUITY</b>	<b>15</b>

Workbook page 10

Navigation: PREVIOUS, NEXT

### Evaluation

The ID&D team has broad and deep experience in the evaluation of online learning initiatives. Such evaluations can take many forms and answer a range of questions depending on need, interest, and available resources. Because the instructional approach proposed here will not include rigorous, summative assessment of the learners’ knowledge gains, it is suggested that the evaluation be based on learners’ perceptions of their gains





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and the degree to which those gains informed and improved their small business practice. For the proposed effort, we recommend that evaluation data be acquired through a series of three follow-up surveys:

- **First Survey:** Immediately after course completion, the initial survey will have a strong focus on the course content, the learner experience, and the environment within which the learning took place. It will also seek to understand the learners' goals in taking the course, as well as the nature of their small business. Finally, the survey will seek a basic understanding of the degree to which the learner intends to make changes to operations in their small business as a result of the course.
- **Second Survey:** Two months after completion, the second survey will focus on whether the learner actually made changes in their small business operations and if so, how that process unfolded and whether they encountered any issues that might have been avoided by inclusion, expansion, or revision of some component of the instruction.
- **Third Survey:** Six months after completion, the third survey will seek to determine whether any changes made had a significant positive effect on the operations of the small business.

These surveys can be administered either using the University's Qualtrics survey tool, through a free tool such as Survey Monkey, or through another tool of the City's choosing. Survey responses will be aggregated and summarized in periodic reports.

From an instructional design point-of-view, evaluation is always an opportunity to revisit the learning experience and consider whether changes could make the learning more efficient, effective, and/or relevant, but, in the case of these courses, the evaluation could also reveal some success stories that the City could use to further publicize and market the offering.

## WORK PLAN

### IMPLEMENTATION PLAN

The implementation plan is focused on activities and responsibilities for three areas of focus: in-person training, program structure development, and online training. Given the short timeline to get the program up and running, we would propose to start the in-person training work as soon as possible in order to meet an mid-year 2018 class launch. We are also proposing to begin the program structure development work soon as well. The rationale is to identify and plan for any in-person training implications and requirements that might result from the program structure discussions.

	KEY DATES (estimated)
Contract begins	June 1, 2018
<b>IN-PERSON TRAINING</b>	
Meet with City of Austin staff to discuss draft proposal of program objectives, course topics, curriculum, and class schedule for first six months of training.	Early June 2018
TEC to provide instructor names, resumes, and teaching credentials to City of Austin for approval	Mid June 2018
TEC to provide written curriculum for each of the sixteen pre-identified course topics to City of Austin for approval	Mid June 2018





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City of Austin to provide approval for courses, curriculum, and instructors	Late June 2018
TEC to post classes online for first six months of training on appropriate City of Austin registration site(s)	Late June 2018
Registration for in-person classes begin	Early July 2018
In-person classes begin	Early August 2018
<b>PROGRAM STRUCTURE DEVELOPMENT</b>	
Meet with City of Austin to understand goals, opportunities, and limitations for more structure to the SBT program	Late June 2018
TEC to provide recommendations for program structure, including suggested pathways or sequences for learners, "bundles" or related packaging opportunities, and other opportunities to complement and extend the current buffet delivery approach; TEC to also identify any implications to the current program for the City to consider	Early July 2018
City of Austin to provide approval or revisions to recommended plan	Mid July 2018
TEC to begin implementing program structure recommendations	Early August 2018
<b>ONLINE TRAINING</b>	
TEC to do a comprehensive review of existing courses for transition to online modality, including curriculum design, suitability for online delivery, and possible learning design treatments	Early August 2018
Meet with City of Austin to review this initial analysis, as well as understand their online learning objectives, any customer service or support goals, and technology considerations regarding their learning platform preferences	Early September 2018
TEC to provide City a comprehensive plan for design, product, testing, revisions, and final delivery of online modules	Mid October 2018
City of Austin to provide approval or revisions to recommended plan	Mid November 2018
Work begins on online courses	Early December 2018

## PERSONNEL

### RECRUITMENT PROCESS

TEC seeks instructors who are uniquely qualified to meet the needs of the individuals and business and government organizations that it serves. We possess a wide network of instructors who have a range of education and experience. Specifically for courses in the Small Business Program, the following criteria are used to evaluate potential instructors:

- Subject matter expertise in the relevant area(s)
- Previous training experience, as well as experience developing curriculum
- Experience owning and running their own small businesses
- Commitment to excellent customer service

During the interview process, TEC requires that all instructors give a mock presentation on their proposed course topic in order to ensure effective teaching skills. If deemed qualified by TEC staff, instructors complete a



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rigorous hiring process that includes background checks and verification of credentials, including academic and professional degrees and teaching experience.

## INSTRUCTOR EVALUATION

The TEC Program Coordinator closely monitors the performance of the instructors which it hires for each training program. Specifically for the Small Business Program, the Program Coordinator will begin the initial evaluation process by attending the first class session and subsequent class sessions, as needed, for any new instructors to ensure effective teaching skills. With the additional feedback provided in the corresponding class evaluations, the Program Coordinator will continually consult with the instructors on areas for improvement, including modifications to curriculum, methods for interacting with class participants, and presentation modes. When actions are taken by an instructor to improve a course, the Program Coordinator will carefully review subsequent training sessions' evaluation feedback to verify that those actions have been effective in improving the quality of the course. The Program Coordinator will also make all possible efforts to provide to the instructor any additional materials and technology needed for an optimal learning experience.

For any instructors not meeting acceptable performance standards on a continual basis after the above steps have been taken, the Program Coordinator will consult with City of Austin staff about whether not to continue the use of the instructor.

## TEXAS EXTENDED CAMPUS PERSONNEL

### PROGRAM COORDINATOR

The Program Coordinator will be the Small Business Program's primary point of contact and will be responsible for managing the majority of the contract responsibilities. These responsibilities include scheduling, online course management, opening and closing classes, billing, follow-up, and problem resolution. The program coordinator will serve as the intermediary between SBP instructors and class participants and SBP staff. The current TEC staff member assigned to this position is Hilary Routon.

The following is included as an attachment to this proposal as proof of qualifications of the above named staff member:

Hilary Routon Resume (Attachment A)

### INSTRUCTORS

Instructors hired to provide classroom and/or online training for TEC programs possess a wide range of skills, knowledge, and experience relevant to their corresponding topic area(s). The three below instructors provide training for the current SBP in at least one of the offered courses. The following are included as attachments to this proposal as proof of qualifications of TEC Small Business Program instructors:

Lisa Bargsley Resume (Attachment B)

Gabe Thornhill Resume (Attachment C)

Chris Aarons Resume (Attachment D)





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## COST PROPOSAL

The following includes information on the costs proposed to the City of Austin for delivery of the Small Business Program over the three year contract period. The costs below associated with this proposal include one-time subject matter expert (SME) fees for in-person courses, development fees for online courses (SME fees, instructional design, engineering and studio access, accessibility implementation, and content production), and annual delivery expenses for in-person courses.

One Time Development Expenses (*)	Class Length	Number of Class Topics	Cost/Class	Total Cost
In-Person Sessions	Full-Day	10	\$1,250	\$12,500
	Half-Day	6	\$749	\$4,494
Online Sessions	N/A	10	\$7,040 ea.	\$70,400
	N/A	5	\$3,801 ea.	\$19,005
		Total One Time Expenses		\$106,399
Annual Expenses	Class Length	Number of Classes	Cost/Class	Total Cost
First Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600
Second Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600
Third Year	Full-Day	41	\$2,800	\$114,800
	Half-Day	14	\$1,400	\$19,600
		Total Annual Expenses		\$403,200
		TOTAL COSTS		\$509,599





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## AUTHORIZED NEGOTIATOR

The authorized negotiator for this contract is Linda Shaunessy, JD, Business Contracts Administrator at the Office of the Office of the Senior Vice President and Chief Financial Officer at University of Texas at Austin, P.O. Box 8179, Austin, Texas 78713-8179. The phone number for the authorized negotiator is (512) 471-8200.

## EXCEPTIONS

### CURRICULUM LICENSE

The following language must be included in the executed contract in order to clarify curriculum ownership and the subsequent license that TEC is granting the City of Austin:

**License.** *Subject to the terms and conditions of this Agreement, University hereby grants to the City of Austin non-exclusive, an irrevocable, fully paid, royalty free, worldwide license to copy, modify, distribute and publicly perform display the Curriculum throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology, for purposes related only to internal delivery of the City of Austin's Small Business Program. This license extends to City of Austin internal use only and does include distribution or use with any third parties. There are no implied licenses, and the license does not include the right to sublicense. The license shall be non-exclusive regarding use of the Curriculum for classroom training, but shall grant the City of Austin an exclusive license to the use of online training created using the Curriculum. This license will be effective for ten five years from the Effective Date of this Agreement, reverting to a non-exclusive license for an additional five year period. Notwithstanding the exclusive use provision in this section, the University retains the right to develop similar online courses for provision of training that does not directly compete with the City of Austin's Small Business Program as determined in the University's sole discretion.*

# Hilary N. Routon

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207 Tillery Square, Austin, TX 78702 | 972.890.7622 | h.routon@austin.utexas.edu

## Education

### **The University of Texas at Austin, Austin, TX | July 2017-Current**

- M.Ed., College and University Student Personnel Administration (In Progress)

### **Guilford College, Greensboro, NC | Aug 2005-May 2009**

- B.A., Sociology and French Language and Literature
- GPA: 3.37
- Activities: Women's Tennis Team (Fall 2005-Spring 2009), Teaching Assistant, First Year Experience (Fall 2006), ESL Tutor, Glenwood Library (Fall 2005)
- Honors: Presidential Scholarship (Fall 2005-Spring 2009), Dean's List (Spring 2006-Fall 2006), Intercollegiate Tennis Association All-Academic Team (2006)

### **Université Rennes 2 Haute-Bretagne, Rennes, France | Jan 2006-May 2006**

- Diploma of Advanced French Studies
- Study abroad semester focused on French language acquisition and cultural immersion

## Professional Experience

### **Program Portfolio Coordinator | TEXAS Extended Campus, University of Texas at Austin | Dec 2015-Current**

- Manage \$500,000 contract with the City of Austin Small Business Program through instructor recruitment and relations, and course development, logistics, and assessment
- Coordinate instructor hiring process and course logistics for Foundation Year Programs in partnership with the UT International Office
- Schedule and coordinate logistics for Business, Health and Wellness, and Humanities and Language course portfolio

### **Assistant to the Dean of Admissions | School of Law, University of Texas at Austin | Sep 2014-Nov 2015**

- Counseled prospective students on the admissions process from pool of over 4,000 yearly applicants
- Managed tour and tour guide scheduling for Office of Admissions
- Wrote and managed online content for Texas Law Admissions website
- Coordinated scholarship and transfer admission interview process for over 200 applicants

### **Administrative Assistant | Austin International School | Aug 2012-Aug 2014**

- Served as bilingual admissions assistant through admissions counseling, record maintenance, and event planning and execution
- Scheduled class, recess, and lunch duties for over 20 staff members
- Maintained over 200 student records and ensured compliance with Texas Department of Family and Protective Services (TDFPS) regulations
- Co-lead study short-term abroad trip to Saint-Avit, France

### **Afterschool Care Counselor | Austin International School | Jan 2011 -Aug 2012**

- Developed afterschool activities for multilingual student population
- Assisted French, English, and Spanish teachers with delivery of language curriculum

- Served as part-time bilingual receptionist

## **Activities Highlights and Service**

### **Secretary | Texas Extended Campus Team Excellence Council | August 2016 –Current**

- Record and distribute meeting notes for council focused on team member development and satisfaction
- Identify problems areas within unit and propose solutions

### **Department Representative | Hearts of Texas Campaign | September 2016-Current**

- Co-organize unit-wide bake sale for Hearts of Texas fundraiser
- Educate unit members on various giving options and campaign mission

### **Volunteer | Casa Marianella | March 2016-Current**

- Cooked meals for homeless immigrants from all over the world

## **Skills**

### **Communication**

- Academic, creative, and technical writing skills
- Fluency in French, basic proficiency in Spanish
- Experience with multicultural and multilingual populations
- Experience writing government contract proposals

### **Research**

- Data collection, management, and analysis

### **Organizational/Planning**

- Educational program planning, administration, and evaluation
- Curriculum and course development

### **Technical**

- Microsoft Word, Excel, Powerpoint, Publisher
- Outlook, Wordpress, Qualtrics
- Basic HTML



# Lisa Bargsley, CPA, MBA

1201 Stampede  
Horseshoe By, Texas 78727

512-680-0499  
[lisa@sagespeaking.com](mailto:lisa@sagespeaking.com)

## Resume

### Career Objective

To work with a company which values professionalism and ethics as core values and promotes a learning environment in which I can contribute my leadership, organizational and accounting skills to the success of the company.

### Education

#### Formal Education

- Thomas College, Waterville, Maine 1976
  - Bachelor of Science Business Administration, Management Major
- University of Texas at Austin 1982
  - Master in Business Administration, Management Major
- Austin Community College 1990-1992
  - Upper division accounting courses to qualify to sit for the CPA exam

#### Informal Education

- Speaking & Presentation Coaching
  - Ongoing training to further develop presentation skills since 2011 with Lee Moczygemba, President of Amazing Speakers and Trainers International
- Bowen Family Systems Theory
  - Participate in a study group 2003 to the present exploring the work of Dr. Murray Bowen, one of the pioneers of family therapy and founders of systemic therapy in the 1950s, as this theory relates to family business clients, leadership development and organizations
- Continuing Professional Education Courses (CPE)
  - Minimum of 40 hours annually of approved continuing professional education to maintain CPA license

### Professional Experience

#### **Sage Speaking LLC**

January 2013 to Present

Managing Partner

City of Austin DBE/WBE Certification V00000914385

State of Texas HUB Certification

Certificate/VID Number: 1800892446800 File/Vendor Number: 480512

1201 Stampede  
Horseshoe Bay Texas 78657  
512-680-0499  
[www.sagespeaking.com](http://www.sagespeaking.com)

Sage Speaking LLC provides customized training and development programs and presentations to individuals, small business owners and organizations in the areas of tax and accounting systems, leadership development, systems thinking and creative thinking.

#### Key Responsibilities:

- Primary decision making authority and management
- Development and delivery of programs

**Key Relationships:**

- University of Texas Professional Development Center, Adjunct Instructor for the City of Austin Small Business Development Program (SBDP)
  - Small Business Success Skills Certification Courses
    - Understanding Business Taxes
    - Small Business Recordkeeping
    - Human Resource Basics
- Independent Contractor with Operational Strategies, LLC
  - de Bono Thinking Tools for leadership and professional development
    - Six Thinking Hats and Lateral Thinking
    - Co-facilitate strategic planning engagements
- Independent Contractor with Fred Pryor Seminars, a Division of Park University Enterprises, Inc.
  - Public Seminars
    - Payroll Law
    - Collections Law

**Bargsley, Andrews & Steinbach CPAs, LLP**

October 2002-December 2012

Partner

9951 Anderson Mill Road #202

Austin, Texas 78750

512-250-0027

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

Bargsley, Andrews & Steinbach, CPAs LLP was a reorganization of Bargsley & Associates, CPAs where Lisa was a partner from 1997-2002 and was responsible for daily management duties. Under Lisa's leadership, the new firm Bargsley, Andrews & Steinbach, CPAs LLP continued providing tax, accounting and consulting services to existing clients, while attracting new clients and staff to nearly double the annual revenues in ten years. This firm was successfully transitioned to a new owner in December 2012.

**Key Responsibilities:**

- Leading the vision and strategic planning process
- Long term and short term management decisions
- Client development, retention and service strategies
- Review of client projects prepared by staff
- Coordination of employees including
  - Day to day employee management
  - Hiring decisions
  - Salary negotiations
  - Staff evaluations
  - Staff professional development

**Certifications, Awards and Recognitions**

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- Licensed as CPA in Texas 1994
- Certified Trainer de Bono Thinking Systems
  - Six Thinking Hats - November 2012
  - Focus on Facilitation - February 2013
  - Lateral Thinking - March 2013
- Certified Trainer with Fred Pryor Seminars 2014
- Thomas College
  - Thomas College Magazine Winter 2011 Alumni Profile
  - Thomas Alumna of the Year Award 1996
  - Thomas Award 1976, Gold Key Award 1972

## **Promotional and Outreach Programs for Organizations**

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- Marble Falls Chamber of Commerce
  - Present tax and accounting theory programs for Chamber U
- Round Rock Library
  - Present tax and accounting theory programs for small business outreach programs
- OLLI in the Hill Country, Texas Tech University
  - Six Thinking Hats: A Tool to Sharpen Your Thinking
- Austin Chapter of CPAs
  - Seminars for Continuing Education Credits for Members
    - Thinking – A Best Practice
- Executive Women in Texas Government (EWTG)
  - Annual Conference Workshops (2008-2012, 2014)
    - Leadership Development topics
    - Introduction to Six Thinking Hats
- Texas Women In Business (TWIB)
  - Beyond 50 Conference
    - Leadership Development topics
    - Tax Topics for Small Business Owners
  - Lunch and Learn for Members
    - Tax Topics for Small Business Owners
- A+ Federal Credit Union
  - Seminars for Credit Union's clients
    - Tax Topics for Individuals
    - Health Savings Accounts for City of Hutto Employees
- Small Business Development Center (SBDC) Texas State Campus – Round Rock
  - Six Thinking Hats training with SBDC Austin staff
  - Seminars for SBDC clients
    - IRS workshops regarding tax issues for new businesses
    - Tax Topics and Accounting Records for Small Business Owners

## **Professional and Community Organizations**

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Marble Falls Chamber of Commerce

Kingsland Chamber of Commerce

Horseshoe Bay Business Alliance

The Zonta Club of Austin, Past President and The Zonta Club of Austin Foundation, Inc. Past President

Texas Women In Business, Past Treasurer

Austin Executives Association, Past Treasurer

## **References**

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Carol Warkoczewski	210-207-8001	<a href="mailto:carol.warkoczewski@sanantonio.gov">carol.warkoczewski@sanantonio.gov</a>
City Architect San Antonio		
Penny Crow	512-394-8696	<a href="mailto:penny@operational-strategies.com">penny@operational-strategies.com</a>
Operational Strategies		
Connie Brubaker	512-346-7270	<a href="mailto:connie@conniebraker.com">connie@conniebraker.com</a>
Integrity Training Solutions		
David Somers, CPA	512-779-1106	<a href="mailto:david@ceoinsights.com">david@ceoinsights.com</a>



**Gabe Thornhill, CFA**  
 1926 Cypress Point West  
 Austin, TX 78746  
 (512) 796-3715  
 gabethornhill@gmail.com

<b>Experience:</b>	<b>MPM Wealth Advisors</b>	
7/15-Present	<i>Investment Advisor</i>	
	<ul style="list-style-type: none"> <li>• Customize investment strategies for individuals to meet their financial goals.</li> <li>• Work with clients to understand the investment options available to them and the economic context for their investment decisions and future plans.</li> </ul>	
6/08-Present	<b>University of Texas Professional Development Center</b>	Austin, Texas
	<i>Instructor</i>	
	<ul style="list-style-type: none"> <li>• Conduct training classes in accounting for small business owners through a partnership between the City of Austin and the University of Texas Professional Development Center</li> </ul>	
6/05-7/15	<b>Thornhill Securities</b>	Austin, Texas
	<i>President</i>	
	<ul style="list-style-type: none"> <li>• Manage all operational, compliance and financial issues for broker dealer and registered investment advisor with \$220 million in client assets across multiple custodians</li> <li>• Established fee-based investment advisory service and developed investment process grounded in long term quantitative and fundamental market factors</li> <li>• Supervise and recruit firm advisors</li> <li>• Work with FINRA, MSRB, SEC and other regulatory agencies</li> </ul>	
9/04-6/05	<b>Koch Capital Markets</b>	Houston, Texas
	<i>Associate, Quantitative Equity Strategies</i>	
	<ul style="list-style-type: none"> <li>• Researched quantitative equity strategies for multi-strategy hedge fund with \$200 million in several different equity strategies</li> <li>• Analyzed the difference between theoretical strategy results and actual results</li> <li>• Implemented changes to enhance strategies and reduce unintended risk exposure</li> <li>• Identified key valuation metrics for different industries and sectors</li> <li>• Worked on equity trading desk managing daily portfolio rebalancing and trading strategies</li> </ul>	
11/98-9/04	<b>JP Morgan/Chase Bank</b>	Houston, Texas
	<i>Vice President, Investment Management Group</i>	
	<ul style="list-style-type: none"> <li>• Covered large cap financial services companies and small cap technology companies as a buy-side analyst in a business unit managing \$6 billion in client assets</li> <li>• Analyzed large capitalization companies in the financial sector, including banking, insurance, brokerage, REIT, commercial finance, and consumer finance businesses</li> <li>• Researched key drivers of small cap stock performance in different sectors and developed screens to apply that research to our investment process</li> <li>• Developed quantitative and fundamental investment strategies for small cap technology stocks</li> <li>• Co-managed two small cap portfolios with \$1.8 billion of assets</li> </ul>	
8/96-11/98	<i>Client Manager, Corporate Mortgage Finance Group</i>	
	<ul style="list-style-type: none"> <li>• Managed all aspects of client relationships, including the sales process, presenting and negotiating term sheets, reviewing and negotiating legal documents and coordinating back-office operations</li> <li>• Performed analysis of existing and prospective clients and transactions, including mortgage companies, savings banks, subprime auto finance companies, specialty finance companies, and real estate portfolios</li> <li>• Prepared and delivered internal presentations for \$1 billion of loan commitments</li> </ul>	
8/95-8/96	<i>Supervisor/Associate, Officer Development Program</i>	
	<ul style="list-style-type: none"> <li>• Supervised a team of associates, coordinating their workflow, training and career development</li> <li>• Implemented training and procedures for bank-wide introduction of return on equity model</li> <li>• Coordinated a project reviewing the bank's loan losses for the previous ten years</li> </ul>	
<b>Education:</b>	<b>The University of Texas at Austin</b>	Austin, Texas
	<i>Master of Business Administration</i>	May 1995
	Concentration in Finance	
	<i>Bachelor of Arts</i>	May 1991
	Major: English, Minor: Math	

**Chris Aarons**

| 4002 Kaywood Court

| Austin, TX 78738

| 512.573.3222

| chris@csaone.com

**Qualifications**

Digital marketing leader with proven ability drive to growth and increase market share for B2C and B2B companies such as AMD, Adobe, Amazon, AT&T, Cisco, City of Round Rock, HP, LasikPlus, LG, Rackspace, Vonage and numerous startups.

**Achievements & Accomplishments**

- Author of two books on digital and social marketing
- Successfully helped HP revamp their digital transformation strategy
- Teach digital, social and traditional marketing at UT
- Co-created "The Digital Helix" management and transformation framework and tools
- Won numerous awards for marketing effectiveness
- Developed one of the first social/digital centers of excellence
- Managed and grew the P&L for both agencies and in-house marketing departments
- Effectively launched dozens of new products and initiatives for leading brands and startups

**Experience**

<b>Inc.Digital</b>	<b>Partner</b>	Austin, TX	2017 to Present
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- Created digital transformation and management consultancy with holistic strategy, methodology, tools and frameworks to help organizations effectively thrive using digital transformation strategies
- Impact: Launched successful venture with two Fortune 1000 clients with methodology based on the book "The Digital Helix" to make clients' digital transformation efforts greater than the sum of their parts

<b>PulsePoint Group, an ICF Company</b>	<b>Principal</b>	Austin, TX	2013 to 2017
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- Managed the \$4M+ digital marketing and management consulting practice that helped clients launch new ventures and grow their market presence
- Impact: Credited with helping Amazon, AMD, Cisco, HP, VMWare and other smaller firms leverage digital sales and marketing efforts to outpace their rivals

<b>Ivy Worldwide</b>	<b>Partner and General Manager</b>	Austin, TX	2007 to 2013
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- Created \$3M+ new media, social and digital marketing agency to bring PR, marketing, social and word-of-mouth disciplines together to drive client ROI
- Impact: Won numerous awards for marketing effectiveness, including Word-of-Mouth Marketing Association and Promo's Pro Awards for best campaigns and recognized with achieving significant ROI and increasing sales, leads, Web traffic and SEO results for clients such as Adobe, HP, LG, Vonage and many startups

<b>AMD</b>	<b>Manager</b>	Austin, TX	2006 to 2007
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- Hired to develop strategic public relations programs with/for Microsoft and created first of its kind social, word-of-mouth/viral marketing practice from ground up
- Impact: Developed holistic programs that transformed AMD's marketing/communications approaches and credited with outperforming Intel and producing significant results at a fraction of the cost of traditional programs

<b>A/M Consulting</b>	<b>General Manager</b>	Austin, TX	2001 to 2006
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- Started marketing consultancy that blended public relations, marketing and research disciplines to increase communications and sales effectiveness
- Impact: Developed unique decision-based methodology that is credited with transforming clients' marketing and public relations approaches, increasing sales, and reducing expenditures for clients such as Big Brothers/Big Sisters, City of Round Rock and Rackspace

**Education**

<b>Pepperdine University</b>	<b>Master of Business Administration</b>	Malibu, CA	GPA 3.94 out of 4.00
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<b>University of Nevada</b>	<b>Bachelor of Arts, Journalism</b>	Reno, NV	Emphasis: Public Relations
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**City of Austin, Texas**  
**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 16<sup>th</sup> day of May, \_\_\_\_\_

CONTRACTOR  
Authorized  
Signature

Title

Linda Shannessy  
Bns. Contracts

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.

Contractor's Name:

The University of Texas at Austin

Signature of Officer or  
Authorized  
Representative:

Linda Shannessy

Date:

5/16/2018

Printed Name:

Linda Shannessy

Title

Bus. Contracts Admin



## City of Austin FSD Purchasing Office

### Certificate of Exemption

DATE: 02/27/2018

DEPT: Economic Development Department

TO: Purchasing Officer or Designee

FROM: Blake Smith

BUYER: Liz Lock

PHONE: (512) 974-7618

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters



- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This professional services agreement with U.T.'s TEXAS Extended Campus (UT-TEC) will provide training to small business owners and entrepreneurs that will help them start a business, be successful and grow. UT-TEC will provide up to 55 classroom classes and develop up to 5 online classes per 12-month term. Online classes are a new feature, being added to meet a key small business need identified in SBP's Small Business Needs Assessment studies. Their instructors are U.T. Adjunct Professors competitively chosen for their knowledge and experience of the topic, and excellent teaching skills. UT-TEC has expertise in developing online training, demonstrated by their extensive online course catalog. No other local college can match UT-TEC's high classroom standards and extensive demonstrated expertise in developing online training.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

EDD has used U.T.'s Center for Professional Education, a division of UT-TEC, to provide small business training since 2009. The results have been consistently excellent, far exceeding EDD's experience with other local colleges and organizations that provided training under prior contracts. This contract succeeds a 5-year agreement with U.T. approved in 2013 that provided over 23,000 hours of training to about 5,000 participants, and achieved an overall 94% satisfaction rating from class participants. The new agreement will be a 12-month for \$170,000, with two 12-month extension options for \$170,000 each, for a total amount of \$510,000.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with University of Texas at Austin, Texas Extended Campus which will cost approximately \$ 510,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Blake Smith 2/27/18  
Originator Date

*STC*  
*3-1-18*

Approved  
Certification

Rebecca Helle 3/1/18  
Department Director or designee Date

N. Long 3/4/18  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

Stacy 3/6/18 CH  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

Rebecca Helle 3/6/18  
Purchasing Officer or designee Date

02/26/2013





THE UNIVERSITY of TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of General Counsel  
210 W. 7th St.  
Austin, Texas 78701  
512-499-4462  
WWW.UTSYSTEM.EDU

MEMORANDUM

September 18, 2017

**To:** Whom It May Concern

**From:** Daniel H. Sharphorn

**Subject:** Insurance and Indemnification of The University of Texas System

The following information accurately summarizes the current state of affairs with respect to certain insurance and indemnification matters governing the academic and health institutions of The University of Texas System.

The University of Texas System is composed of 14 institutions, as well as UT System Administration. As an agency of the State of Texas, The University of Texas System is precluded from granting full indemnity in an agreement with another entity. This preclusion has two bases, the first of which is the Texas Constitution. Primarily, Article 3, Sections 50-52, of the Constitution generally provide that the State has no power to give, lend, or pledge the credit of the State to any person, association, or corporation.

The second basis for the preclusion is the doctrine of sovereign immunity, which, although abrogated in other states, continues to be the rule in Texas. A governmental unit, such as a University of Texas System institution, is immune from suit and liability unless the State (i.e. the Legislature) consents to the suit. *Dallas Area Rapid Transit v. Whitley*, 104 S.W.3d 540, 542 (Tex. 2003). Legislative consent to suit, whether expressed by statute or otherwise, must be given in clear and unambiguous language. Tex. Gov't Code § 311.034; *University of Texas Medical Branch v. York*, 871 S.W.2d 175, 177 (Tex. 1994).

Employees of The University of Texas System are provided workers' compensation insurance coverage under a self-insured, self-managed program as authorized by the Texas Labor Code, Chapter 503.

The University of Texas System purchases automobile liability insurance for all University-owned, -hired and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage. As discussed below, these damage limits are set by statute. The University of Texas System retains the right to self-insure automobile liability in the future if it is deemed to be in its best interest.

Because of the doctrine of sovereign immunity, The University of Texas System, an agency of the State of Texas, does not purchase general liability or employer's liability insurance for *alleged torts committed by its employees who act within the scope of their employment, except in limited circumstances*. However, the Texas Tort Claims Act ("the Act"), Chapter 101 of the Texas Civil Practice and Remedies Code, does provide a limited waiver of sovereign immunity for claimants





THE UNIVERSITY of TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of General Counsel  
210 W. 7th St.  
Austin, Texas 78701  
512-499-4462  
[WWW.UTSYSTEM.EDU](http://WWW.UTSYSTEM.EDU)

who make tort claims under its provisions. These claims fall into two general areas: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment, and (ii) injuries arising out of conditions or use of property.

The University of Texas System's liability under the Act is limited. Under the Act, liability in cases of personal injuries or death is limited to a maximum amount of \$250,000 per person and \$500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is \$100,000 for each single occurrence.

This memorandum is intended only for use by The University of Texas System institutions and UT System Administration and their intended recipients. Subject to applicable law, this memorandum may not otherwise be disclosed by the recipient to third parties without the prior consent of the Office of General Counsel of The University of Texas System. This memorandum may be relied on as accurate only as of the date it is issued. The University of Texas System assumes no obligations to update this information and the recipient acknowledges that this information may be subsequently rendered inaccurate by statutory changes and other matters beyond the control of The University of Texas System.



THE UNIVERSITY *of* TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of Risk Management  
210 W. 7<sup>th</sup> Street  
Austin, Texas 78707  
512.499.4663  
WWW.UTSYSTEM.EDU

September 18, 2017

To Whom It May Concern:

Pursuant to Chapter 503 of the Texas Labor Code, The University of Texas System is self-insured for workers' compensation insurance. Persons employed in the service of The University of Texas at Austin, whose names appear on the payroll are covered for work-related injuries in accordance with the Texas Workers' Compensation Act.

Sincerely,

Melissa Steger  
Assistant Director, WCI

MS/mc

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Monica McClure 512-974-1714	<b>PM Name/Phone</b>	Blake Smith 512-974-7618
<b>Sponsor/User Dept.</b>	Economic Development 5500	<b>Sponsor Name/Phone</b>	Economic Development
<b>Solicitation No</b>	RFP MLM0304REBID	<b>Project Name</b>	Small Business Training
<b>Contract Amount</b>	\$510,000	<b>Ad Date (if applicable)</b>	June 5, 2017
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
RFP seeking accredited institutions of higher education to develop curricula, written materials, classroom and online training on general business topics to small business owners and individuals seeking to start a small business			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
This is a new project and procurement for EDD's Small Business Program			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
95290-Training and Instruction for Clients, not Staff			
Monica McClure		6/6/2017	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	5/31/2017	<b>Date Assigned to BDC</b>	6/1/2017
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	



## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |                                                                    |                                                                  |
|--------------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source                               | <input checked="" type="checkbox"/> Other                        |

*If Other was selected, provide reasoning:*  
 Insufficient Scope of Work

**MBE/WBE/DBE Availability**

There are 7-MBE's and 4-WBE's

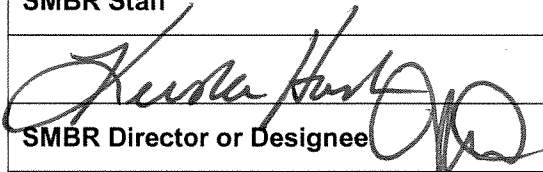
**Subcontracting Opportunities Identified**

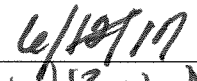
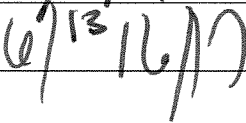
There are no subcontracting opportunities

Keisha Houston

**SMBR Staff**

**Signature/ Date**



  
**Date** 

**Returned to/ Date:**