

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Adam Lee Greenfield (“Contractor”)
for
Consulting Services for a Neighborhood Block Party Program
MA 2400 NA180000176**

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

This Contract is between Adam Lee Greenfield having offices at 1301 Willow Street, Austin, TX 78702, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 2400 KDS2003.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A - The City’s Solicitation, Request for Quotations, RFQ 2400 KDS2003, including all documents incorporated by reference
- 1.1.3 Exhibit B - Adam Lee Greenfield’s Offer, dated 7/11/2018, including subsequent clarifications

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

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

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12)-month period at the City’s sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.2.1 Prices are firm for the entire contract term, including any extension options.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$25,000 for the initial Contract term and a Not-to-Exceed amount of \$25,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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

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

ADAM LEE GREENFIELD

CITY OF AUSTIN


Adam Greenfield
Printed Name of Authorized Person


Signature

Sole proprietor
Title:

8/21/18
Date:

Kim Larsen
Printed Name of Authorized Person


Signature

Procurement Specialist II
Title:

9/27/2018
Date:

List of Exhibits

Exhibit A – The City's solicitation, Request for Quotations RFQ 2400 KDS2003

Exhibit B – The Contractor's Proposal



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

SOLICITATION NO: RFQ 2400 KDS2003

COMMODITY/SERVICE DESCRIPTION: Community Engagement Services for the Neighborhood Block Party & Open Streets Program

DATE ISSUED: 6/28/2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18030100310

QUOTES DUE PRIOR TO: 7/12/2018 – 5:00PM

COMMODITY CODE: 95222

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING:

Primary Contact: **Kim Larsen**

Procurement Specialist II

Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov

Secondary Contact: Marty James

Procurement Specialist III

Phone: (512) 974-3164

E-Mail: marty.james@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:

kim.larsen@austintexas.gov

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - Complete and return	2
0835	NONRESIDENT BIDDER PROVISIONS - Complete and return	1
Attachment 1	Proposed Timeline and Payment Schedule (Excel document) - Complete and return	2

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Price Proposal Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award.**

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

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

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PURCHASING OFFICE
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48. DISPUTE RESOLUTION:

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

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

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

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office, kim.larsen@austintexas.gov, at least three (3) business days prior to the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12)-month period at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the contract duration.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation
Attn:	Accounts Payable
Address	3791 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703

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

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Transportation Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Transportation building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Transportation building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor’s schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City’s Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver’s license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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

Katherine Gregor

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
Request for Quotations – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

1. Purpose

The City of Austin Transportation Department (ATD) seeks a Consultant to serve as an “Ambassador” to implement the launch of a Neighborhood Block Party Program. The purpose of the program is to build community trust, goodwill, serve a public safety purpose, and serve as a channel for community engagement and education. The program Ambassador is needed to engage diverse communities, raise public awareness of the availability and benefits of Neighborhood Block Parties, and assist in the event planning process. In addition, the consultant may be asked to assist with other elements of the Streets as Places Program, related to Open Streets (car-free street events for people).

The Neighborhood Block Party Ambassador shall:

- 1.1 Encourage Austin residents to hold Neighborhood Block Parties
- 1.2 Achieve equity and geographic diversity in the neighborhoods using the program
- 1.3 Provide support for Residents: Assist residents in obtaining permits and organizing events that comply with City rules and regulations (minimum of 20 events)
- 1.4 Produce themed block parties for Austin Transportation Department (ATD): These will be utilized as a community engagement vehicle. (minimum of 20 events)
- 1.5 Provide education on programs managed by the Active Transportation and Street Design Division of ATD. These include but are not limited to:
 - Bicycle Program (encourage biking for transportation)
 - Vision Zero Program (reduce deaths and injuries from traffic crashes)
 - Pedestrian Program (encourage walking, pedestrian safety)

2. Budget

The annual all-inclusive budget for this contract is \$25,000.

3. Background

Austin City Council provided policy direction in a 2014 [ordinance](#) encouraging neighborhood block parties that involve the closure of a residential street and are open to everyone in the immediate area (see the Austin City Code section on [PERMITS FOR NEIGHBORHOOD BLOCK PARTIES](#).) The City of Austin is simplifying its permitting process for Neighborhood Block Parties, and developing additional public information resources, to make it easier for all Austin residents to hold these events.

4. Contractor’s Responsibilities

The Contractor shall provide consulting support to the Active Transportation and Street Design Division at ATD for the following tasks: Development of Plan, Event Planning and Event Production.

5. Plan Development

The Contractor shall:

- 5.1 Research national best practices by peer cities to determine how block parties can best achieve civic and community goals, how peer cities manage similar programs and ensure equity of use, and how to make a block party program accessible and easy to use. Develop recommendations and a plan to meet City of Austin goals.

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Request for Quotations – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

- 5.2 Identify key audience segments, and recommend locations for the program.
- 5.3 Identify most effective community and neighborhood engagement channels.
- 5.4 If activated by ATD in contract period (optional): Develop outreach plan to applicants on file with the Local Area Traffic Management (LATM) Program. The target audience will be LATM applicants on streets where 1) a documented speeding problem exists, but 2) the location is not funded to receive traffic calming devices within the next year. As guided by ATD staff, a segment of LATDM applicants may be offered a Vision Zero block party. These events may be used to distribute yard signs with speed slowing messages. Develop and release a Call for Participation. Respond to interested parties.

6. Event Planning: Ambassador to neighborhoods

The Contractor shall:

- 6.1 Provide outreach and distribution of education and encouragement materials. Outreach includes digital channels, personal appearances, and direct contact with neighborhood groups and leaders.
- 6.2 Advise City staff on event planning; serve as liaison to neighborhood contacts in planning the events.

7. Event Production: ATD-sponsored events

The Contractor shall:

- 7.1 In addition to the above, organize, produce, deliver and document the events. Documentation shall include notes and photographs.
- 7.2 The vendor shall develop a work plan that describes all tasks and establishes a schedule, through final event production, and delivery. Contractor shall furnish all necessary services, qualified personnel, materials, equipment, and facilities to perform the specified requirements.

8. Tasks/Requirements

The Ambassador shall be responsible for the tasks listed below. Contract performance shall be measured by the number of block parties held, the geographic and cultural diversity of residents participating, the quantity of messages and materials distributed, and the satisfaction of residents assisted by the Ambassador, as measured by a post-event survey of applicants.

- 8.1 Program Planning and Development - This new program shall require the Consultant to assist in the creation of the Neighborhood Block Party Ambassador role and outreach approach, acting as the liaison with Office of Special Events and the Austin Center for Events at the City as needed.

The Ambassador shall:

- 8.1.1 Assist ATD in the creation and implementation of public information toolkits for ATD sponsored events specifically designed to provide community education for the following programs:
- Vision Zero Program (Goal: Slowing driving speeds on residential streets)
 - Bicycle Program (Goal: Encourage transportation trips by bicycle)
 - Others as identified.

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- 8.2 Educational tools and outreach related to these programs will be offered to neighborhoods for block parties with a programmatic theme, to be organized by the ATD with support from the Neighborhood Block Party Ambassador.

The Ambassador shall:

- 8.2.1 Plan and develop a low-cost public information strategy through distribution and communication channels:

- Distribution channels envisioned include neighborhood groups, NextDoor, neighborhood association list serves, and other neighborhood-based groups and communication channels, as well as nonprofit, community, faith-based, school-based, and agency partners.
- Communication channels envisioned include free media (editorial coverage), PSA's, social media, community partner newsletters, etc. Limited implementation support can be provided by the Public Information Office at ATD.

- 8.2.2 Establish, track, and report on results at the end of the contract period. Reports shall be based upon metrics identified in the early planning phase and include a section with data that corresponds to those metrics. Reports shall be submitted electronically in a Word document.

- 8.2.3 Produce a minimum of twenty (20) ATD-Sponsored events.

The consultant shall:

- Define approaches to themed block parties that accomplish ATD objectives, while also appealing to the community
- Conduct outreach, promote events, identify interested neighborhoods, and schedule events;
- Support ATD and residents in permitting the events and arranging for street closures;
- Plan, organize, and deliver events, and measure and assess quality and effectiveness.

- 8.2.4 Produce or support a minimum of twenty (20) Community-initiated events.

The consultant shall:

- Conduct outreach, promote events, identify and encourage interested neighborhoods;
- Support and coach applicants through the process of obtaining a permit, organizing the event, and arranging for street closures and other requirements in compliance with city rules;
- Survey residents about their experience and satisfaction after the events using Survey Monkey or a similar on-line survey tool. City staff shall review and approve survey questions in advance.

9. City's Responsibilities

Austin Transportation Department, through its Active Transportation and Street Design Division, will serve as the Contract Manager. ATD will:

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program

- 9.1 Fund hard costs separately for educational and public information materials. This includes materials for distribution at event (e.g. Vision Zero yard signs).
- 9.2 For all City-sponsored events, waive permit fees (if permits are required). ATD will also provide required barricades and signs for street closures. Events will be covered by City insurance.
- 9.3 Provide the consultant with programmatic goals, marketing-communications plans, and related research, background information, and materials related to the programs related to this initiative.
- 9.4 Assist with outreach to ATD's community partners. ATD will provide contact information on neighborhood groups available at the City.
- 9.5 Provide support for Spanish translation and Spanish-language spokespersons, as needed, for the engagement of Spanish-speaking communities.
- 9.6 Provide contact information for Austin neighborhood associations and partner organizations.
- 9.7 Together with the Public Information Office, support the initiative with media relations, and with distribution of public information through City of Austin communication channels. This will include newsletter articles in Mobility News, the City/Department website, and social media account postings.
- 9.8 Create and maintain a GIS map of neighborhood block party locations, if required.
- 9.9 Support the Consultant in tracking and reviewing metrics for success.

10. Operational Requirements

The Consultant shall:

- 10.1 Be available for in-person meetings as agreed by both parties. The Consultant shall return calls and emails within forty-eight (48) hours of being contacted.
- 10.2 Provide the City with a Project Manager (PM), to be available by cell phone and email. The PM assigned to this contract shall have full decision-making authority under this contract.
- 10.3 Submit progress reports to ATD Contract Manager every two (2) weeks, at a minimum. Reports shall be submitted electronically, via email, in MS Word. Reports shall document all events in progress and completed and shall alert City staff to issues that need to be addressed.

11. Qualifications and Experience

- 11.1 The Consultant shall have at least two (2) years of directly related experience and shall have completed projects of a similar nature.

The Consultant shall demonstrate:

- 11.1.1 Experience developing and implementing a program to support or produce Neighborhood Block Parties, or similar experience supporting and producing other types of Open Street or community-based special events
- 11.1.2 Experience creating innovative, distinctive and/or data-driven approaches to be utilized in this scope of work.

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11.1.3 Knowledge of the Austin community.

11.1.4 Understanding of the City's goals for this project.

11.2 Provide the names of the Project Manager and all individuals who will be assigned to the project and their assigned roles; attach resumes for each.

11.3 Proposers shall submit digital images and/or links to online archives of previous work that:

11.3.1 Demonstrates your experience in developing and implementing related programs;

11.3.2 Demonstrates the community involvement and engagement with related projects, including community satisfaction with final results.

11.4 References. Provide (3) references for projects executed in the past (5) years related to this Scope of Work. For each reference include:

- Individual to contact, with phone and email;
- Project or event name, date, location, and organizing entity;
- Your role and responsibilities for the project/event.

12. Project Execution

12.1 Phase I - Project Kick-off: Research/Analysis & Draft Plan

12.1.1 Kick-Off: Initial client meeting(s) and on-boarding, define goals and objectives and a draft plan, with input from city staff.

12.1.2 Workplan: Develop work plan, with clearly defined roles and responsibilities among the consultant and city team members.

12.1.3 Finalize timeline, schedule, deadlines, and budget/procurement.

12.1.4 Deliver final draft plan for delivering neighborhood block parties to achieve program goals:

- Goals, objectives and tactics
- Key audience segments and neighborhoods
- Community outreach strategies
- Proposed content for Call for Participation
- Campaign metrics - effectiveness research and reporting

12.1.5 Formal presentation of draft plan submitted to Program Manager Katherine Gregor for approval.

12.1.6 Develop communications brief for campaign.

12.1.7 Final reviews and approvals. City approval of final schedule.

12.2 Phase II: Program Development

The consultant shall:

12.2.1 Review best practices from national sources, including block party programs of peer cities.

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- 12.2.2 Develop draft of approach and activities, including run-of-show schedules, for ATD-sponsored events.
- 12.2.3 Meet with city to present draft content. Obtain City Approval to proceed to final content development.
- 12.2.4 Develop final event production plan, with schedule and budget and all issues addressed.
- 12.2.5 Obtain City Approval to proceed.

12.3 Phase III: Implementation

The consultant shall:

- 12.3.1 Launch and deliver education, outreach, promotional, and support services.
- 12.3.2 Produce ATD-sponsored events that deliver program education and outreach.
- 12.3.3 Schedule first Vision Zero Block Party event and first Biking Encouragement event. Attend and document these events. Provide brief report back to the City, with recommendations.
- 12.3.4 Provide outreach and support to interested neighborhoods and individual applicants, for planning events and for obtaining permits, as needed.
- 12.3.5 Provide Ambassador Services to diverse and geographically balanced neighborhoods, resulting in the permitting and organization of events citywide.
- 12.3.6 Achieve goals for number of block parties supported and completed:
 - 20 TD-Sponsored events (or more);
 - 20 Community-initiated events (or more).
- 12.3.7 At a minimum, confer with ATD staff and deliver monthly progress report on results and effectiveness, with recommendations on how to improve the process. The report shall include copies of permit application, calendar of neighborhood block parties scheduled, photo documentation of events, and supporting notes. Reports shall be submitted in MS Word format with supporting Excel sheets for any data tables.

12.4 Phase IV: Evaluation and Final Report

The consultant shall:

- 12.4.1 Conduct post-campaign survey to measure effectiveness and results of first 20 events.
- 12.4.2 Deliver report on results and effectiveness, with recommendations on how to improve the approach and maximize the City's return on investment in the next phase of the program to meet City objectives. Reports shall be submitted in MS Word with supporting Excel sheets for any data tables.
- 12.4.3 Meet with City representatives to discuss findings.

13. Proposed Timeline and Payment Schedule

Submit your proposed timeline and payment schedule on **Attachment 1** for the Project Execution as outlined in item 12 above.

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14. Award Factors

- 14.1 Experience and Qualifications
- 14.2 Proposed Timeline and Payment Schedule

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER:

RFQ 2400 KDS2003

OFFEROR'S NAME:

DATE:

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

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

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

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

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

Answer: _____ Which State: _____

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

Answer: _____

1301 Willow Street
Austin, TX 78702
415-731-1139
adam@agreenfield.org

July 11th 2018

FAO: Kim Larson, Procurement Specialist II, City of Austin

Re: Solicitation # RFQ 2400 KDS2003 / Community Engagement Services for the Neighborhood Block Party & Open Streets Program

Dear Kim,

I write to apply for the above position. This Block Party “Ambassador” role presents an exciting opportunity to build community on an unprecedented scale in Austin. In my previous work, I’ve used block parties to foment grassroots leadership and tie neighbors into tighter social networks that enable greater trust and cooperation, creating safer, happier, and more resilient communities. With Austin’s Block Party Program, we have the chance not only to greatly enrich quality of life in our city but also to establish a national model for building community, trust, and cooperation at a time when it’s sorely needed.

In 2013, I founded San Francisco’s *Inner Sunset Block Party Project* (ISBPP), a pilot initiative to promote block parties in the Inner Sunset neighborhood. The ISBPP contacted residents either face-to-face or through broader outreach methods; held meetings at residents’ homes; explained the benefits of block parties, how to organize an event, inclusive communication, best practices in event programming, and complying with city regulations; and advised throughout the organizing process. The results were inspiring. Many neighbors reported a greater sense of connection to each other, not only at the events but also during the rest of the year, leading to all sorts of benefits from young people babysitting for their neighbors to residents hiring each other for jobs and block-level online communication groups. Many block parties have continued since my initial involvement and at this point over 40 such events have taken place as a result of the project. In 2017, I distilled these lessons into “Building Blocks”, a pioneering report based on a nationwide survey of block party regulations and on my own experience, outlining best practices for how cities can encourage block parties.

From 2010 to 2016 I worked on a larger scale as founder and Chair of San Francisco’s *Inner Sunset Sundays* events, neighborhood-level street fairs that reclaim streets to build community, attracting over 1,500 people per event and occurring multiple times a year. Through these events, I worked closely with local residents, organizations, merchants, and City agencies; and undertook event programming, citywide promotion, long-range planning, and volunteer management. Inner Sunset Sundays continues without me, growing from the 14 events I organized to 29 events and counting, providing a regular gathering space that embodies the best of what public spaces can be: Places for connection, meaning, and joy.

Becoming an Austin resident in 2016, I quickly established a broad knowledge of, and relationships with, the city’s organizations, institutions, neighborhoods, and local communities. As a member of the Pedestrian Advisory Council I’ve worked with the City agencies on safer streets. On the board of Walk Austin, I have spoken publicly for pedestrian infrastructure at City Hall and produced position papers on citywide issues. As a Bike Austin volunteer, I’ve led advocacy outreach to over 100 businesses and organizations and engaged in dialog with residents, organizations, and City leaders about bicycling infrastructure projects.

I hope to build on these experiences to manifest the considerable promise of Austin’s first ever Block Party Program. The attached materials explain more about my experience and my proposed timeline and budget for the Program. For the first few months I intend to hire local organizer Shavone Ortero to help develop an outreach plan that includes a strategy for contacting underserved communities in Austin before hiring an assistant, whose skills include Spanish fluency, to assist with on the ground outreach. Let me know if you would like any more information on this plan.

Thank you for your time and I look forward to hearing from you.

Regards,



Adam Greenfield



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

SOLICITATION NO: RFQ 2400 KDS2003

DATE ISSUED: 6/28/2018

REQUISITION NO.: 18030100310

COMMODITY CODE: 95222

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

Primary Contact: **Kim Larsen**

Procurement Specialist II

Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov

Secondary Contact: Marty James

Procurement Specialist III

Phone: (512) 974-3164

E-Mail: marty.james@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Community
Engagement Services for the Neighborhood Block Party &
Open Streets Program

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

QUOTES DUE PRIOR TO: 7/12/2018 – 5:00PM

SUBMIT YOUR QUOTE VIA E-MAIL TO:

kim.larsen@austintexas.gov

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - Complete and return	2
0835	NONRESIDENT BIDDER PROVISIONS - Complete and return	1
Attachment 1	Proposed Timeline and Payment Schedule (Excel document) - Complete and return	2

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

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

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

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

Company Name: _____

Company Address: 1301 Willow Street

City, State, Zip: Austin, TX 78702

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Adam Greenfield

Title: _____

Signature of Officer or Authorized Representative: 

Date: 7/11/18

Email Address: adam@agreenfield.org

Phone Number: 415-731-1139

*** Completed Price Proposal Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award.**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office, kim.larsen@austintexas.gov, at least three (3) business days prior to the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12)-month period at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the contract duration.

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5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation
Attn:	Accounts Payable
Address	3791 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703

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

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Transportation Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Transportation building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Transportation building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor’s schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City’s Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver’s license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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

Katherine Gregor

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SCOPE OF WORK
Request for Quotations – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

1. Purpose

The City of Austin Transportation Department (ATD) seeks a Consultant to serve as an “Ambassador” to implement the launch of a Neighborhood Block Party Program. The purpose of the program is to build community trust, goodwill, serve a public safety purpose, and serve as a channel for community engagement and education. The program Ambassador is needed to engage diverse communities, raise public awareness of the availability and benefits of Neighborhood Block Parties, and assist in the event planning process. In addition, the consultant may be asked to assist with other elements of the Streets as Places Program, related to Open Streets (car-free street events for people).

The Neighborhood Block Party Ambassador shall:

- 1.1 Encourage Austin residents to hold Neighborhood Block Parties
- 1.2 Achieve equity and geographic diversity in the neighborhoods using the program
- 1.3 Provide support for Residents: Assist residents in obtaining permits and organizing events that comply with City rules and regulations (minimum of 20 events)
- 1.4 Produce themed block parties for Austin Transportation Department (ATD): These will be utilized as a community engagement vehicle. (minimum of 20 events)
- 1.5 Provide education on programs managed by the Active Transportation and Street Design Division of ATD. These include but are not limited to:
 - Bicycle Program (encourage biking for transportation)
 - Vision Zero Program (reduce deaths and injuries from traffic crashes)
 - Pedestrian Program (encourage walking, pedestrian safety)

2. Budget

The annual all-inclusive budget for this contract is \$25,000.

3. Background

Austin City Council provided policy direction in a 2014 [ordinance](#) encouraging neighborhood block parties that involve the closure of a residential street and are open to everyone in the immediate area (see the Austin City Code section on [PERMITS FOR NEIGHBORHOOD BLOCK PARTIES](#).) The City of Austin is simplifying its permitting process for Neighborhood Block Parties, and developing additional public information resources, to make it easier for all Austin residents to hold these events.

4. Contractor’s Responsibilities

The Contractor shall provide consulting support to the Active Transportation and Street Design Division at ATD for the following tasks: Development of Plan, Event Planning and Event Production.

5. Plan Development

The Contractor shall:

- 5.1 Research national best practices by peer cities to determine how block parties can best achieve civic and community goals, how peer cities manage similar programs and ensure equity of use, and how to make a block party program accessible and easy to use. Develop recommendations and a plan to meet City of Austin goals.

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

- 5.2 Identify key audience segments, and recommend locations for the program.
- 5.3 Identify most effective community and neighborhood engagement channels.
- 5.4 If activated by ATD in contract period (optional): Develop outreach plan to applicants on file with the Local Area Traffic Management (LATM) Program. The target audience will be LATM applicants on streets where 1) a documented speeding problem exists, but 2) the location is not funded to receive traffic calming devices within the next year. As guided by ATD staff, a segment of LATDM applicants may be offered a Vision Zero block party. These events may be used to distribute yard signs with speed slowing messages. Develop and release a Call for Participation. Respond to interested parties.

6. Event Planning: Ambassador to neighborhoods

The Contractor shall:

- 6.1 Provide outreach and distribution of education and encouragement materials. Outreach includes digital channels, personal appearances, and direct contact with neighborhood groups and leaders.
- 6.2 Advise City staff on event planning; serve as liaison to neighborhood contacts in planning the events.

7. Event Production: ATD-sponsored events

The Contractor shall:

- 7.1 In addition to the above, organize, produce, deliver and document the events. Documentation shall include notes and photographs.
- 7.2 The vendor shall develop a work plan that describes all tasks and establishes a schedule, through final event production, and delivery. Contractor shall furnish all necessary services, qualified personnel, materials, equipment, and facilities to perform the specified requirements.

8. Tasks/Requirements

The Ambassador shall be responsible for the tasks listed below. Contract performance shall be measured by the number of block parties held, the geographic and cultural diversity of residents participating, the quantity of messages and materials distributed, and the satisfaction of residents assisted by the Ambassador, as measured by a post-event survey of applicants.

- 8.1 Program Planning and Development - This new program shall require the Consultant to assist in the creation of the Neighborhood Block Party Ambassador role and outreach approach, acting as the liaison with Office of Special Events and the Austin Center for Events at the City as needed.

The Ambassador shall:

- 8.1.1 Assist ATD in the creation and implementation of public information toolkits for ATD sponsored events specifically designed to provide community education for the following programs:
- Vision Zero Program (Goal: Slowing driving speeds on residential streets)
 - Bicycle Program (Goal: Encourage transportation trips by bicycle)
 - Others as identified.

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- 8.2 Educational tools and outreach related to these programs will be offered to neighborhoods for block parties with a programmatic theme, to be organized by the ATD with support from the Neighborhood Block Party Ambassador.

The Ambassador shall:

- 8.2.1 Plan and develop a low-cost public information strategy through distribution and communication channels:

- Distribution channels envisioned include neighborhood groups, NextDoor, neighborhood association list serves, and other neighborhood-based groups and communication channels, as well as nonprofit, community, faith-based, school-based, and agency partners.
- Communication channels envisioned include free media (editorial coverage), PSA's, social media, community partner newsletters, etc. Limited implementation support can be provided by the Public Information Office at ATD.

- 8.2.2 Establish, track, and report on results at the end of the contract period. Reports shall be based upon metrics identified in the early planning phase and include a section with data that corresponds to those metrics. Reports shall submitted electronically in a Word document.

- 8.2.3 Produce a minimum of twenty (20) ATD-Sponsored events.

The consultant shall:

- Define approaches to themed block parties that accomplish ATD objectives, while also appealing to the community
- Conduct outreach, promote events, identify interested neighborhoods, and schedule events;
- Support ATD and residents in permitting the events and arranging for street closures;
- Plan, organize, and deliver events, and measure and assess quality and effectiveness.

- 8.2.4 Produce or support a minimum of twenty (20) Community-initiated events.

The consultant shall:

- Conduct outreach, promote events, identify and encourage interested neighborhoods;
- Support and coach applicants through the process of obtaining a permit, organizing the event, and arranging for street closures and other requirements in compliance with city rules;
- Survey residents about their experience and satisfaction after the events using Survey Monkey or a similar on-line survey tool. City staff shall review and approve survey questions in advance.

9. City's Responsibilities

Austin Transportation Department, through its Active Transportation and Street Design Division, will serve as the Contract Manager. ATD will:

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program

- 9.1 Fund hard costs separately for educational and public information materials. This includes materials for distribution at event (e.g. Vision Zero yard signs).
- 9.2 For all City-sponsored events, waive permit fees (if permits are required). ATD will also provide required barricades and signs for street closures. Events will be covered by City insurance.
- 9.3 Provide the consultant with programmatic goals, marketing-communications plans, and related research, background information, and materials related to the programs related to this initiative.
- 9.4 Assist with outreach to ATD's community partners. ATD will provide contact information on neighborhood groups available at the City.
- 9.5 Provide support for Spanish translation and Spanish-language spokespersons, as needed, for the engagement of Spanish-speaking communities.
- 9.6 Provide contact information for Austin neighborhood associations and partner organizations.
- 9.7 Together with the Public Information Office, support the initiative with media relations, and with distribution of public information through City of Austin communication channels. This will include newsletter articles in Mobility News, the City/Department website, and social media account postings.
- 9.8 Create and maintain a GIS map of neighborhood block party locations, if required.
- 9.9 Support the Consultant in tracking and reviewing metrics for success.

10. Operational Requirements

The Consultant shall:

- 10.1 Be available for in-person meetings as agreed by both parties. The Consultant shall return calls and emails within forty-eight (48) hours of being contacted.
- 10.2 Provide the City with a Project Manager (PM), to be available by cell phone and email. The PM assigned to this contract shall have full decision-making authority under this contract.
- 10.3 Submit progress reports to ATD Contract Manager every two (2) weeks, at a minimum. Reports shall be submitted electronically, via email, in MS Word. Reports shall document all events in progress and completed and shall alert City staff to issues that need to be addressed.

11. Qualifications and Experience

- 11.1 The Consultant shall have at least two (2) years of directly related experience and shall have completed projects of a similar nature.

The Consultant shall demonstrate:

- 11.1.1 Experience developing and implementing a program to support or produce Neighborhood Block Parties, or similar experience supporting and producing other types of Open Street or community-based special events
- 11.1.2 Experience creating innovative, distinctive and/or data-driven approaches to be utilized in this scope of work.

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11.1.3 Knowledge of the Austin community.

11.1.4 Understanding of the City's goals for this project.

11.2 Provide the names of the Project Manager and all individuals who will be assigned to the project and their assigned roles; attach resumes for each.

11.3 Proposers shall submit digital images and/or links to online archives of previous work that:

11.3.1 Demonstrates your experience in developing and implementing related programs;

11.3.2 Demonstrates the community involvement and engagement with related projects, including community satisfaction with final results.

11.4 References. Provide (3) references for projects executed in the past (5) years related to this Scope of Work. For each reference include:

- Individual to contact, with phone and email;
- Project or event name, date, location, and organizing entity;
- Your role and responsibilities for the project/event.

12. Project Execution

12.1 Phase I - Project Kick-off: Research/Analysis & Draft Plan

12.1.1 Kick-Off: Initial client meeting(s) and on-boarding, define goals and objectives and a draft plan, with input from city staff.

12.1.2 Workplan: Develop work plan, with clearly defined roles and responsibilities among the consultant and city team members.

12.1.3 Finalize timeline, schedule, deadlines, and budget/procurement.

12.1.4 Deliver final draft plan for delivering neighborhood block parties to achieve program goals:

- Goals, objectives and tactics
- Key audience segments and neighborhoods
- Community outreach strategies
- Proposed content for Call for Participation
- Campaign metrics - effectiveness research and reporting

12.1.5 Formal presentation of draft plan submitted to Program Manager Katherine Gregor for approval.

12.1.6 Develop communications brief for campaign.

12.1.7 Final reviews and approvals. City approval of final schedule.

12.2 Phase II: Program Development

The consultant shall:

12.2.1 Review best practices from national sources, including block party programs of peer cities.

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program

- 12.2.2 Develop draft of approach and activities, including run-of-show schedules, for ATD-sponsored events.
- 12.2.3 Meet with city to present draft content. Obtain City Approval to proceed to final content development.
- 12.2.4 Develop final event production plan, with schedule and budget and all issues addressed.
- 12.2.5 Obtain City Approval to proceed.

12.3 Phase III: Implementation

The consultant shall:

- 12.3.1 Launch and deliver education, outreach, promotional, and support services.
- 12.3.2 Produce ATD-sponsored events that deliver program education and outreach.
- 12.3.3 Schedule first Vision Zero Block Party event and first Biking Encouragement event. Attend and document these events. Provide brief report back to the City, with recommendations.
- 12.3.4 Provide outreach and support to interested neighborhoods and individual applicants, for planning events and for obtaining permits, as needed.
- 12.3.5 Provide Ambassador Services to diverse and geographically balanced neighborhoods, resulting in the permitting and organization of events citywide.
- 12.3.6 Achieve goals for number of block parties supported and completed:
 - 20 TD-Sponsored events (or more);
 - 20 Community-initiated events (or more).
- 12.3.7 At a minimum, confer with ATD staff and deliver monthly progress report on results and effectiveness, with recommendations on how to improve the process. The report shall include copies of permit application, calendar of neighborhood block parties scheduled, photo documentation of events, and supporting notes. Reports shall be submitted in MS Word format with supporting Excel sheets for any data tables.

12.4 Phase IV: Evaluation and Final Report

The consultant shall:

- 12.4.1 Conduct post-campaign survey to measure effectiveness and results of first 20 events.
- 12.4.2 Deliver report on results and effectiveness, with recommendations on how to improve the approach and maximize the City's return on investment in the next phase of the program to meet City objectives. Reports shall be submitted in MS Word with supporting Excel sheets for any data tables.
- 12.4.3 Meet with City representatives to discuss findings.

13. Proposed Timeline and Payment Schedule

Submit your proposed timeline and payment schedule on **Attachment 1** for the Project Execution as outlined in item 12 above.

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

14. Award Factors

- 14.1 Experience and Qualifications
- 14.2 Proposed Timeline and Payment Schedule

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: RFQ 2400 KDS2003

OFFEROR'S NAME: Adam Greenfield

DATE: 7/12/18

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

1. Company's Name
Name and Title of Contact Heyden Walker
Project Name Walk Austin, Pedestrian Advisory Council
Present Address 6006 Cary Drive
City, State, Zip Code Austin, TX, 78702
Telephone Number (512) 657-1937 Fax Number ()
Email Address heydenbv@gmail.com

2. Company's Name Sunset Mercantile
Name and Title of Contact Angela Petitt-Taylor
Project Name Inner Sunset Sundays
Present Address 1032 Irving Street, #511
City, State, Zip Code San Francisco, CA, 94122
Telephone Number (415) 465-2475 Fax Number ()
Email Address angie@sunsetmercantilesf.com

3. Company's Name
Name and Title of Contact Emma Smith
Project Name Inner Sunset Block Party Project
Present Address 1447 12th Avenue
City, State, Zip Code San Francisco, CA, 94122
Telephone Number (415) 672-5765 Fax Number ()
Email Address emmasmithsf@yahoo.com

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

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

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

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

Sanctions:

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


Term:

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

Dated this 11th day of July, 2018

CONTRACTOR Adam Greenfield

Authorized Signature



Title

Section 0835: Non-Resident Bidder Provisions

Company Name Adam Greenfield (individual)

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

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

Answer: Resident Bidder

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

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

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

Answer: n/a Which State:

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

Answer: n/a



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 2400 KDS2003

Addendum No: 1

Date of Addendum: 6/29/2018

This addendum for the above referenced solicitation for Community Engagement Services for the Neighborhood Block Party and Open Streets Program is to answer the following questions and provide additional information through the attached Neighborhood Block Parties Guidelines DRAFT:

I. Questions:

1. The RFQ is for \$25,000, and 20 events needs to be produced. My question is, do the events get funded via the \$25,000, and if so, what other resources does the City provide for the events aside from permitting? Does the City provide port-a-potties, trash cleanup, law enforcement, etc.?

Answer: The funding is only for the consulting services for the Neighborhood Block Party Ambassador. It includes all marketing, photography, and event documentation materials and services to be provided by the Ambassador. Please see the attached draft program guidelines for additional details.

This is an applicant-based program. All other Block Party expenses are paid by the applicant. They must rent barricades, or obtain them from ATD, as described in the attached guidelines.

Austin Transportation provides permits (for \$50 fee) and can make available the required barricades for street closure, for free on a first-come basis.

Austin Transportation will provide special materials needed (e.g. Vision Zero yard signs) for its special themed events provided as community education.

There are no expenses for port-a-potties, trash clean-up, or law enforcement as these items are not required. Neighborhood applicants produce the event and provide all necessary clean-up.

II. Clarifications:

2. The correct title on the Offer Sheet of the solicitation is "Consultant for a Neighborhood Block Party Program".

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

6/29/2018
Date

ACKNOWLEDGED BY:

Name

Greenfield
Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION

ATTACHMENT 1
PROPOSED TIMELINE AND PAYMENT SCHEDULE
Request for Quotation: RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party Open Streets Program

ORGANIZATION: ADAM LEE GREENFIELD

Indicate the number of days or weeks anticipated to complete the following tasks and the proposed payment for each deliverable milestone. Project period may be up to 12 months. **Quotes shall not exceed the annual budget of \$25,000.**

Phase I: Project Kick-off: Research/Analysis & Draft Plan		Number of Days/Weeks	Proposed Payment
12.1.1	Kick-Off: Initial client meeting(s) and on-boarding, define goals and objectives and a draft plan, with input from city staff.	2 weeks	\$ 700
12.1.2	Workplan: Develop work plan, with clearly defined roles and responsibilities among the consultant and city team members.	2 weeks	\$ 700
12.1.3	Finalize timeline, schedule, deadlines, and budget/procurement.	3 days	\$ 500
12.1.4	Deliver final draft plan for delivering neighborhood block parties to achieve program goals: - Goals, objectives and tactics - Key audience segments and neighborhoods - Community outreach strategies - Proposed content for Call for Participation - Campaign metrics - effectiveness research and reporting	4 days	\$ 500
12.1.5	Formal presentation of draft plan. City approval of draft plan.	1 day	\$ 200
12.1.6	Develop communications brief for campaign.	1 week	\$ 300
12.1.7	Final reviews and approvals. City approval of final schedule.	4 days	\$ 100
Phase II: Program Development		Number of Days/Weeks	Proposed Payment
12.2.1	Review best practices from national sources, including block party programs of peer cities.	1 week	\$ 400

ATTACHMENT 1
PROPOSED TIMELINE AND PAYMENT SCHEDULE
Request for Quotation: RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party Open Streets Program

12.2.2	Develop draft of approach and activities, including run-of-show schedules, for ATD-sponsored events.	2 weeks	\$ 600
12.2.3	Meet with city to present draft content. Obtain City Approval to proceed to final content development.	3 days	\$ 300
12.2.4	Develop final event production plan, with schedule and budget and all issues addressed.	3 days	\$ 400
12.2.5	Obtain City Approval to proceed.	4 days	\$ 300
Phase III: Implementation		Number of Days/Weeks	Proposed Payment
12.3.1	Launch and deliver education, outreach, promotional, and support services.	9 months	\$ 2,000
12.3.2	Produce ATD-sponsored events that deliver program education and outreach.	9 months	\$ 2,000
12.3.3	Schedule first Vision Zero Block Party event and first Biking Encouragement event. Attend and document these events. Provide brief report back to the City, with recommendations.	6 months	\$ 1,000
12.3.4	Provide outreach and support to interested neighborhoods and individual applicants, for planning events and for obtaining permits, as needed.	9 months	\$ 5,000
12.3.5	Provide Ambassador Services to diverse and geographically balanced neighborhoods, resulting in the permitting and organization of events citywide.	9 months	\$ 2,000
12.3.6	Achieve goals for number of block parties supported and completed: - 20 TD-Sponsored events (or more); - 20 Community-initiated events (or more).	9 months	\$ 5,400
12.3.7	At a minimum, confer with ATD staff and deliver monthly progress report on results and effectiveness, with recommendations on how to improve the process. The report shall include copies of permit application, calendar of neighborhood block parties scheduled, photo documentation of events, and supporting notes.	Monthly	\$ 600

ATTACHMENT 1
PROPOSED TIMELINE AND PAYMENT SCHEDULE
Request for Quotation: RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party Open Streets Program

Phase IV: Evaluation and Final Report		Number of Days/Weeks	Proposed Payment
12.4.1	Conduct post-campaign survey to measure effectiveness and results of first 20 events.	1 month	\$ 1,000
12.4.2	Deliver report on results and effectiveness, with recommendations on how to improve the approach and maximize the City's return on investment in the next phase of the program to meet City objectives.	1 month	\$ 600
12.4.3	Meet with City representatives to discuss findings.	1 week	\$ 400
		Total	
		Project Price	\$ 25,000

Adam L Greenfield

415-731-1139 • adam@agreenfield.org • www.streetsforall.us

EDUCATION

2009 **San Francisco State University, San Francisco, California**
Master of Arts in Electronic Communication and Culture

2002 **University of Warwick, Coventry, England**
Bachelor of Laws

SKILLS

Event production related to all aspects including conceptualization, strategizing, budgeting, scheduling, outreach, promotion, hiring and staff management, purchasing, and permits/legal

In-person outreach to residents, businesses, associations, schools, churches, and other stakeholders

Meeting facilitation with residents and at community meetings

Public speaking at public meetings and hearings, panel events, and public street events

Fundraising & budgeting through outreach to businesses, nonprofits, crowdfunding, and foundations

Relationship development with city agencies, organizations, schools, and local leaders and businesses

Legislative change through drafting ordinances and meeting with elected officials and city departments

Computer skills including copy production, email, social media, newsletter production, promotional material design, website development, and audio/video editing

RELEVANT EXPERIENCE

2017 – Present **Full member**

Pedestrian Advisory Council, Austin TX

- Advising City Council on pedestrian and street safety issues including the 2016 Bond Corridor Program, raising awareness of street fatalities, and Tactical Urbanism practices

2017 – Present **Board member**

Walk Austin, Austin TX

- Worked with board to create organization mission and vision
- Co-authored position papers on subjects such as CodeNEXT and built organization website

2016 – 2018 **Volunteer**

Bike Austin, Austin TX

- Led outreach to over 2,000 residents and 100 businesses on bike infrastructure campaign

2013 – 2016 **Founder**

Inner Sunset Block Party Project, San Francisco CA

- An initiative to build community trust and cohesion through block parties
- Outreached to residents to promote block parties, advised on process and best practices
- Author of “Building Blocks” report on how cities can promote block parties

2010 – 2016 **Founder, Chair**

Inner Sunset Sundays, San Francisco CA

- Neighborhood scale “block parties” held multiple times a year; attended by over 40,000 people since 2010
- Created as a model to help neighborhoods regularly activate streets for community building
- Worked with city departments to create a sustainable regulatory structure for the events

OTHER EXPERIENCE

2016 – Present Founder

PlazaPerspective.com urban design and community-building blog

- Write regular articles to raise awareness about the importance of community and the impact of urban design on social networks and quality of life

2015 – Present Founder

Built Curious walks, Austin TX & San Francisco CA

- Guide interactive observation-based urban design walks for the general public

2008 – 2016 President, Secretary, board member

Inner Sunset Park Neighbors neighborhood association, San Francisco CA

- Publicly represented organization, helped create organizational goals and strategies, led community outreach strategy, grew and developed membership

2012 – 2016 Co-founder

The Public Bench Project, San Francisco CA

- An initiative to promote community and enhance public safety by providing over 100 benches for public use

2010 – 2013 Co-director, relationship-management, producer, camera, editing

Symbolscape Media, San Francisco Bay Area CA

- Managed client relationships, designed work contracts, organized logistics for onsite productions
- Shot conferences, presentations, and promotional videos; edited content

2008 – 2013 Host, producer

Terra Verde radio show, KPFA radio, Berkeley CA

- Selected topics and interviewed guests live on popular environmental radio show

2009 – 2010 Media Director

Neighborhood Empowerment Network, City Hall, San Francisco CA

- Created and promoted online media platforms, including website, newsletter, Facebook, Youtube, and podcasts
- Worked with local organizers and city departments to share inspiring stories of community initiatives
- Enlisted and managed student interns to share community stories through blogs, podcasts, and video

RECENT AWARDS AND APPEARANCES

Appearances

- Interviewed on urban design and community-building for Hilltop Views newspaper (2018), Civic Digs podcast (2017), and Passion Pods podcast (2016)
- Guest lecturer on urban design at St Edward's University and UT Austin, Austin TX, 2016-2018
- Guest writer on community and urban design on Streetsblog (2016), Strong Towns (2016), and Stellenbosch Heritage Foundation (2017) websites
- Panelist, "Reshaping the Urban Landscape" event, San Francisco CA, 2015

Awards

- Certificate of Recognition for Inner Sunset Sundays, California Legislature Assembly, San Francisco CA, 2015
- Neighborhood Empowerment Network Award (nomination), San Francisco CA, 2015
- San Francisco Beautiful Beautification Award (nomination), San Francisco CA, 2015

SHAVONE A. Otero

2336 Douglas St. Apt. 905, Austin, Texas 78741 | 505.363.3130 | shavoneotero@gmail.com

EDUCATION

- Spring 2017** **The University of Texas at Austin**
M.S. Community & Regional Planning + M.A. Latin American Studies
- Spring 2010** **The University of New Mexico**
B.A. English, minor in Chicano Studies

PROFESSIONAL EXPERIENCE

- 04/2018 to Current** **City Council Liaison | Keep Austin Affordable**
Facilitate partnerships between affordable housing advocates & supporters
Meet with City Council Members to discuss bond package, task force recommendations & voter support
- 09/2016 to 02/2018** **Community Development Planner | Bike Austin**
Planned & implemented tactical urbanism & active transportation projects
Designed & coordinated membership recruitment strategies & communications campaigns
Collected data for transportation & community development initiatives & reported on project outcomes
- 01/2015 to 05/2015** **Board Member | AURA**
Research & advocate for active transportation/affordable housing partnerships for complete communities
Encourage/train members to provide testimonies at Planning Commission
- 05/2017 to 04/2018** **Board Member | Evolve Austin**
Co-created CodeNEXT policy recommendations & led workshops in the Latino community on the CodeNEXT process to discuss community values & concerns
- 08/2016 to 05/2017** **Graduate Research Assistant | UT School of Architecture**
Coordinated lecture series on critical issues facing contemporary urban planning & community development
- 06/2011 to 06/2014** **Commute Advisor | Movability Austin**
Interviewed Austin residents to investigate improvements for the city's transportation system & promote alternative commuting options using motivational interviewing techniques

SKILLS

Adobe Creative Cloud, ArcGIS, SketchUp, video editing, excellent written & verbal communication skills, motivational interviewing, community organizing, workshop facilitation, advanced research, intermediate Spanish

Images of previous work

Inner Sunset Block Party Project (2013-2016)



Where possible, block party meetings should take place out where the event will happen. “[T]he planning of the block party brought us together as much as the block party itself” (Emma, neighbor).



Food is a block party’s center of orbit. The potluck format gives every participant something to do and the chance to enjoy food together.



Children bring magic and energy to a community. Block parties also offer them a chance to share their talents. Here, four young residents perform an Irish dance for the rest of the block.



There should be at least one activity during the event that unites the entire block.



Neighbors teach block party ambassadors more than we teach them. This block highlights the importance of getting everyone together for a group photo during the high point of the day.



An after-dark movie ends the day with a magical experience that makes neighbors already anticipate the next block party.

Images of previous work

Inner Sunset Sundays (2010-2016)



Space design is crucial at street events for facilitating interactions. Our “Big Lunch” table set up created a defined, intimate space that encourages strangers to meet.



Providing for children attracts the rest of the family. This popular activity involved no more than a tennis ball suspended by fishing wire and cardboard tubes as bats.



Involvement in regular events allows organizers, including block party ambassadors, to more freely experiment with creative event ideas and identify best practices.



Street closures often involve carefully listening to and addressing the concerns of neighbors, such as this local merchant.



Documenting and collecting data from events are investments that pay dividends in the future. We used this image many times in promotional materials.



In 2015, I trained Angie to replace me as Chair of Inner Sunset Sundays. The events continue to grow.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 2400 KDS2003

Addendum No: 1

Date of Addendum: 6/29/2018

This addendum for the above referenced solicitation for Community Engagement Services for the Neighborhood Block Party and Open Streets Program is to answer the following questions and provide additional information through the attached Neighborhood Block Parties Guidelines DRAFT:

I. Questions:

1. The RFQ is for \$25,000, and 20 events needs to be produced. My question is, do the events get funded via the \$25,000, and if so, what other resources does the City provide for the events aside from permitting? Does the City provide port-a-potties, trash cleanup, law enforcement, etc.?

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This is an applicant-based program. All other Block Party expenses are paid by the applicant. They must rent barricades, or obtain them from ATD, as described in the attached guidelines.

Austin Transportation provides permits (for \$50 fee) and can make available the required barricades for street closure, for free on a first-come basis.

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There are no expenses for port-a-potties, trash clean-up, or law enforcement as these items are not required. Neighborhood applicants produce the event and provide all necessary clean-up.

II. Clarifications:

2. The correct title on the Offer Sheet of the solicitation is "Consultant for a Neighborhood Block Party Program".

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kimberley Larsen, Procurement Specialist II
Purchasing Office, 512-974-2261

6/29/2018
Date

ACKNOWLEDGED BY:

Mitzi Wright
Name

Mitzi Wright
Authorized Signature

7.12.2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR QUOTATION OFFER SHEET

SOLICITATION NO: RFQ 2400 KDS2003

COMMODITY/SERVICE DESCRIPTION: Community Engagement Services for the Neighborhood Block Party & Open Streets Program

DATE ISSUED: 6/28/2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18030100310

QUOTES DUE PRIOR TO: 7/12/2018 – 5:00PM

COMMODITY CODE: 95222

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

Primary Contact: Kim Larsen

Procurement Specialist II

Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov

Secondary Contact: Marty James

Procurement Specialist III

Phone: (512) 974-3164

E-Mail: marty.james@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:

kim.larsen@austintexas.gov

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

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

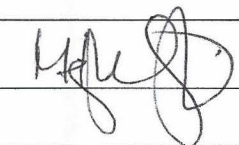
This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - Complete and return	2
0835	NONRESIDENT BIDDER PROVISIONS - Complete and return	1
Attachment 1	Proposed Timeline and Payment Schedule (Excel document) - Complete and return	2

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

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

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

Company Name: Blen Lotus Project
Company Address: 1225 Ellington Circle
City, State, Zip: Austin Tx 78724
Federal Tax ID No.
Printed Name of Officer or Authorized Representative: Mitzi Wright
Title: Executive Director
Signature of Officer or Authorized Representative: 
Date: 6/30/2018
Email Address: mdwright001@yahoo.com
Phone Number: 5126624790

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office, kim.larsen@austintexas.gov, at least three (3) business days prior to the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

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

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12)-month period at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the contract duration.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Proposals – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation
Attn:	Accounts Payable
Address	3791 Lake Austin Blvd.
City, State Zip Code	Austin, TX 78703

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

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Transportation Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Transportation building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Transportation building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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Request for Proposals – RFQ 2400 KDS2003
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- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Katherine Gregor

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
Request for Quotations – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

1. Purpose

The City of Austin Transportation Department (ATD) seeks a Consultant to serve as an “Ambassador” to implement the launch of a Neighborhood Block Party Program. The purpose of the program is to build community trust, goodwill, serve a public safety purpose, and serve as a channel for community engagement and education. The program Ambassador is needed to engage diverse communities, raise public awareness of the availability and benefits of Neighborhood Block Parties, and assist in the event planning process. In addition, the consultant may be asked to assist with other elements of the Streets as Places Program, related to Open Streets (car-free street events for people).

The Neighborhood Block Party Ambassador shall:

- 1.1 Encourage Austin residents to hold Neighborhood Block Parties
- 1.2 Achieve equity and geographic diversity in the neighborhoods using the program
- 1.3 Provide support for Residents: Assist residents in obtaining permits and organizing events that comply with City rules and regulations (minimum of 20 events)
- 1.4 Produce themed block parties for Austin Transportation Department (ATD): These will be utilized as a community engagement vehicle. (minimum of 20 events)
- 1.5 Provide education on programs managed by the Active Transportation and Street Design Division of ATD. These include but are not limited to:
 - Bicycle Program (encourage biking for transportation)
 - Vision Zero Program (reduce deaths and injuries from traffic crashes)
 - Pedestrian Program (encourage walking, pedestrian safety)

2. Budget

The annual all-inclusive budget for this contract is \$25,000.

3. Background

Austin City Council provided policy direction in a 2014 [ordinance](#) encouraging neighborhood block parties that involve the closure of a residential street and are open to everyone in the immediate area (see the Austin City Code section on [PERMITS FOR NEIGHBORHOOD BLOCK PARTIES](#).) The City of Austin is simplifying its permitting process for Neighborhood Block Parties, and developing additional public information resources, to make it easier for all Austin residents to hold these events.

4. Contractor's Responsibilities

The Contractor shall provide consulting support to the Active Transportation and Street Design Division at ATD for the following tasks: Development of Plan, Event Planning and Event Production.

5. Plan Development

The Contractor shall:

- 5.1 Research national best practices by peer cities to determine how block parties can best achieve civic and community goals, how peer cities manage similar programs and ensure equity of use, and how to make a block party program accessible and easy to use. Develop recommendations and a plan to meet City of Austin goals.

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Request for Quotations – RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

- 5.2 Identify key audience segments, and recommend locations for the program.
- 5.3 Identify most effective community and neighborhood engagement channels.
- 5.4 If activated by ATD in contract period (optional): Develop outreach plan to applicants on file with the Local Area Traffic Management (LATM) Program. The target audience will be LATM applicants on streets where 1) a documented speeding problem exists, but 2) the location is not funded to receive traffic calming devices within the next year. As guided by ATD staff, a segment of LATDM applicants may be offered a Vision Zero block party. These events may be used to distribute yard signs with speed slowing messages. Develop and release a Call for Participation. Respond to interested parties.

6. Event Planning: Ambassador to neighborhoods

The Contractor shall:

- 6.1 Provide outreach and distribution of education and encouragement materials. Outreach includes digital channels, personal appearances, and direct contact with neighborhood groups and leaders.
- 6.2 Advise City staff on event planning; serve as liaison to neighborhood contacts in planning the events.

7. Event Production: ATD-sponsored events

The Contractor shall:

- 7.1 In addition to the above, organize, produce, deliver and document the events. Documentation shall include notes and photographs.
- 7.2 The vendor shall develop a work plan that describes all tasks and establishes a schedule, through final event production, and delivery. Contractor shall furnish all necessary services, qualified personnel, materials, equipment, and facilities to perform the specified requirements.

8. Tasks/Requirements

The Ambassador shall be responsible for the tasks listed below. Contract performance shall be measured by the number of block parties held, the geographic and cultural diversity of residents participating, the quantity of messages and materials distributed, and the satisfaction of residents assisted by the Ambassador, as measured by a post-event survey of applicants.

- 8.1 Program Planning and Development - This new program shall require the Consultant to assist in the creation of the Neighborhood Block Party Ambassador role and outreach approach, acting as the liaison with Office of Special Events and the Austin Center for Events at the City as needed.

The Ambassador shall:

- 8.1.1 Assist ATD in the creation and implementation of public information toolkits for ATD sponsored events specifically designed to provide community education for the following programs:
 - Vision Zero Program (Goal: Slowing driving speeds on residential streets)
 - Bicycle Program (Goal: Encourage transportation trips by bicycle)
 - Others as identified.

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- 8.2 Educational tools and outreach related to these programs will be offered to neighborhoods for block parties with a programmatic theme, to be organized by the ATD with support from the Neighborhood Block Party Ambassador.

The Ambassador shall:

- 8.2.1 Plan and develop a low-cost public information strategy through distribution and communication channels:

- Distribution channels envisioned include neighborhood groups, NextDoor, neighborhood association list serves, and other neighborhood-based groups and communication channels, as well as nonprofit, community, faith-based, school-based, and agency partners.
- Communication channels envisioned include free media (editorial coverage), PSA's, social media, community partner newsletters, etc. Limited implementation support can be provided by the Public Information Office at ATD.

- 8.2.2 Establish, track, and report on results at the end of the contract period. Reports shall be based upon metrics identified in the early planning phase and include a section with data that corresponds to those metrics. Reports shall submitted electronically in a Word document.

- 8.2.3 Produce a minimum of twenty (20) ATD-Sponsored events.

The consultant shall:

- Define approaches to themed block parties that accomplish ATD objectives, while also appealing to the community
- Conduct outreach, promote events, identify interested neighborhoods, and schedule events;
- Support ATD and residents in permitting the events and arranging for street closures;
- Plan, organize, and deliver events, and measure and assess quality and effectiveness.

- 8.2.4 Produce or support a minimum of twenty (20) Community-initiated events.

The consultant shall:

- Conduct outreach, promote events, identify and encourage interested neighborhoods;
- Support and coach applicants through the process of obtaining a permit, organizing the event, and arranging for street closures and other requirements in compliance with city rules;
- Survey residents about their experience and satisfaction after the events using Survey Monkey or a similar on-line survey tool. City staff shall review and approve survey questions in advance.

9. City's Responsibilities

Austin Transportation Department, through its Active Transportation and Street Design Division, will serve as the Contract Manager. ATD will:

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK**

Request for Quotations – RFQ 2400 KDS2003

Community Engagement Services for the Neighborhood Block Party & Open Streets Program

- 9.1 Fund hard costs separately for educational and public information materials. This includes materials for distribution at event (e.g. Vision Zero yard signs).
- 9.2 For all City-sponsored events, waive permit fees (if permits are required). ATD will also provide required barricades and signs for street closures. Events will be covered by City insurance.
- 9.3 Provide the consultant with programmatic goals, marketing-communications plans, and related research, background information, and materials related to the programs related to this initiative.
- 9.4 Assist with outreach to ATD's community partners. ATD will provide contact information on neighborhood groups available at the City.
- 9.5 Provide support for Spanish translation and Spanish-language spokespersons, as needed, for the engagement of Spanish-speaking communities.
- 9.6 Provide contact information for Austin neighborhood associations and partner organizations.
- 9.7 Together with the Public Information Office, support the initiative with media relations, and with distribution of public information through City of Austin communication channels. This will include newsletter articles in Mobility News, the City/Department website, and social media account postings.
- 9.8 Create and maintain a GIS map of neighborhood block party locations, if required.
- 9.9 Support the Consultant in tracking and reviewing metrics for success.

10. Operational Requirements

The Consultant shall:

- 10.1 Be available for in-person meetings as agreed by both parties. The Consultant shall return calls and emails within forty-eight (48) hours of being contacted.
- 10.2 Provide the City with a Project Manager (PM), to be available by cell phone and email. The PM assigned to this contract shall have full decision-making authority under this contract.
- 10.3 Submit progress reports to ATD Contract Manager every two (2) weeks, at a minimum. Reports shall be submitted electronically, via email, in MS Word. Reports shall document all events in progress and completed and shall alert City staff to issues that need to be addressed.

11. Qualifications and Experience

- 11.1 The Consultant shall have at least two (2) years of directly related experience and shall have completed projects of a similar nature.

The Consultant shall demonstrate:

- 11.1.1 Experience developing and implementing a program to support or produce Neighborhood Block Parties, or similar experience supporting and producing other types of Open Street or community-based special events
- 11.1.2 Experience creating innovative, distinctive and/or data-driven approaches to be utilized in this scope of work.

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11.1.3 Knowledge of the Austin community.

11.1.4 Understanding of the City's goals for this project.

11.2 Provide the names of the Project Manager and all individuals who will be assigned to the project and their assigned roles; attach resumes for each.

11.3 Proposers shall submit digital images and/or links to online archives of previous work that:

11.3.1 Demonstrates your experience in developing and implementing related programs;

11.3.2 Demonstrates the community involvement and engagement with related projects, including community satisfaction with final results.

11.4 References. Provide (3) references for projects executed in the past (5) years related to this Scope of Work. For each reference include:

- Individual to contact, with phone and email;
- Project or event name, date, location, and organizing entity;
- Your role and responsibilities for the project/event.

12. Project Execution

12.1 Phase I - Project Kick-off: Research/Analysis & Draft Plan

12.1.1 Kick-Off: Initial client meeting(s) and on-boarding, define goals and objectives and a draft plan, with input from city staff.

12.1.2 Workplan: Develop work plan, with clearly defined roles and responsibilities among the consultant and city team members.

12.1.3 Finalize timeline, schedule, deadlines, and budget/procurement.

12.1.4 Deliver final draft plan for delivering neighborhood block parties to achieve program goals:

- Goals, objectives and tactics
- Key audience segments and neighborhoods
- Community outreach strategies
- Proposed content for Call for Participation
- Campaign metrics - effectiveness research and reporting

12.1.5 Formal presentation of draft plan submitted to Program Manager Katherine Gregor for approval.

12.1.6 Develop communications brief for campaign.

12.1.7 Final reviews and approvals. City approval of final schedule.

12.2 Phase II: Program Development

The consultant shall:

12.2.1 Review best practices from national sources, including block party programs of peer cities.

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Request for Quotations – RFQ 2400 KDS2003

Community Engagement Services for the Neighborhood Block Party & Open Streets Program

- 12.2.2 Develop draft of approach and activities, including run-of-show schedules, for ATD-sponsored events.
- 12.2.3 Meet with city to present draft content. Obtain City Approval to proceed to final content development.
- 12.2.4 Develop final event production plan, with schedule and budget and all issues addressed.
- 12.2.5 Obtain City Approval to proceed.

12.3 Phase III: Implementation

The consultant shall:

- 12.3.1 Launch and deliver education, outreach, promotional, and support services.
- 12.3.2 Produce ATD-sponsored events that deliver program education and outreach.
- 12.3.3 Schedule first Vision Zero Block Party event and first Biking Encouragement event. Attend and document these events. Provide brief report back to the City, with recommendations.
- 12.3.4 Provide outreach and support to interested neighborhoods and individual applicants, for planning events and for obtaining permits, as needed.
- 12.3.5 Provide Ambassador Services to diverse and geographically balanced neighborhoods, resulting in the permitting and organization of events citywide.
- 12.3.6 Achieve goals for number of block parties supported and completed:
 - 20 TD-Sponsored events (or more);
 - 20 Community-initiated events (or more).
- 12.3.7 At a minimum, confer with ATD staff and deliver monthly progress report on results and effectiveness, with recommendations on how to improve the process. The report shall include copies of permit application, calendar of neighborhood block parties scheduled, photo documentation of events, and supporting notes. Reports shall be submitted in MS Word format with supporting Excel sheets for any data tables.

12.4 Phase IV: Evaluation and Final Report

The consultant shall:

- 12.4.1 Conduct post-campaign survey to measure effectiveness and results of first 20 events.
- 12.4.2 Deliver report on results and effectiveness, with recommendations on how to improve the approach and maximize the City's return on investment in the next phase of the program to meet City objectives. Reports shall be submitted in MS Word with supporting Excel sheets for any data tables.
- 12.4.3 Meet with City representatives to discuss findings.

13. Proposed Timeline and Payment Schedule

Submit your proposed timeline and payment schedule on **Attachment 1** for the Project Execution as outlined in item 12 above.

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Community Engagement Services for the Neighborhood Block Party & Open Streets Program**

14. Award Factors

- 14.1 Experience and Qualifications
- 14.2 Proposed Timeline and Payment Schedule

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER:

RFQ 2400 KDS2003

OFFEROR'S NAME:

Bleu Lotus Project

DATE: 6.30.2018

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

1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

Colony Park Neighborhood Assn.

Barbara Scott Assn President

Colony Park Community Dev. & Planning Consultant 2018

6705 Hillcroft

Austin Tx 78724

(512) 922-1202

Fax Number ()

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

Nonye Hair Braiding

Nonye Nduaguba Owner

Salon Grand Opening 2016

1921 Cedar Bend Drive

Austin TX 78758

(512) 686-8011

Fax Number ()

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

Huston Tillotson University

Office of Civic Engagement & Community Outreach

Ebony Fest 2014

900 Chicon Street

Austin TX 78702

(512) 505-3072

Fax Number ()

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

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 30th day of June, 2013

CONTRACTOR Bleu Lotus Project

Authorized Signature

Title

[Signature]
Executive Director

Section 0835: Non-Resident Bidder Provisions

Company Name Blen Lotus Project

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

ATTACHMENT 1
PROPOSED TIMELINE AND PAYMENT SCHEDULE
Request for Quotation: RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party Open Streets Program

ORGANIZATION: _____

Indicate the number of days or weeks anticipated to complete the following tasks and the proposed payment for each deliverable milestone. Project period may be up to 12 months. **Quotes shall not exceed the annual budget of \$25,000.**

Phase I: Project Kick-off: Research/Analysis & Draft Plan		Number of Days/Weeks	Proposed Payment
12.1.1	Kick-Off: Initial client meeting(s) and on-boarding, define goals and objectives and a draft plan, with input from city staff.	5 days	
12.1.2	Workplan: Develop work plan, with clearly defined roles and responsibilities among the consultant and city team members.	5 days	
12.1.3	Finalize timeline, schedule, deadlines, and budget/procurement.	5 days	
12.1.4	Deliver final draft plan for delivering neighborhood block parties to achieve program goals: - Goals, objectives and tactics - Key audience segments and neighborhoods - Community outreach strategies - Proposed content for Call for Participation - Campaign metrics - effectiveness research and reporting	21	
12.1.5	Formal presentation of draft plan. City approval of draft plan.	2	
12.1.6	Develop communications brief for campaign.	2	
12.1.7	Final reviews and approvals. City approval of final schedule.	1	\$ 10,370
Phase II: Program Development		Number of Days/Weeks	Proposed Payment
12.2.1	Review best practices from national sources, including block party programs of peer cities.	2.5	

ATTACHMENT 1
PROPOSED TIMELINE AND PAYMENT SCHEDULE
Request for Quotation: RFQ 2400 KDS2003
Community Engagement Services for the Neighborhood Block Party Open Streets Program

12.2.2	Develop draft of approach and activities, including run-of-show schedules, for ATD-sponsored events.	2.5	
12.2.3	Meet with city to present draft content. Obtain City Approval to proceed to final content development.	5	
12.2.4	Develop final event production plan, with schedule and budget and all issues addressed.	5	
12.2.5	Obtain City Approval to proceed.	2	\$ 5,185
Phase III: Implementation		Number of Days/Weeks	Proposed Payment
12.3.1	Launch and deliver education, outreach, promotional, and support services.	11wks	
12.3.2	Produce ATD-sponsored events that deliver program education and outreach.	11wks	
12.3.3	Schedule first Vision Zero Block Party event and first Biking Encouragement event. Attend and document these events. Provide brief report back to the City, with recommendations.	11wks	
12.3.4	Provide outreach and support to interested neighborhoods and individual applicants, for planning events and for obtaining permits, as needed.	11wks	
12.3.5	Provide Ambassador Services to diverse and geographically balanced neighborhoods, resulting in the permitting and organization of events citywide.	11wks	
12.3.6	Achieve goals for number of block parties supported and completed: - 20 TD-Sponsored events (or more); - 20 Community-initiated events (or more).	11wks	
12.3.7	At a minimum, confer with ATD staff and deliver monthly progress report on results and effectiveness, with recommendations on how to improve the process. The report shall include copies of permit application, calendar of neighborhood block parties scheduled, photo documentation of events, and supporting notes.	11wks	\$ 5,185

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Phase IV: Evaluation and Final Report		Number of Days/Weeks	Proposed Payment
12.4.1	Conduct post-campaign survey to measure effectiveness and results of first 20 events.	20 days	
12.4.2	Deliver report on results and effectiveness, with recommendations on how to improve the approach and maximize the City's return on investment in the next phase of the program to meet City objectives.	20days	
12.4.3	Meet with City representatives to discuss findings.	2.5days	\$ 4,260
		Total	
		ProjectPrice	\$ 25,000