Amendment No. **1**
to
Contract No. NA 190000036
for
Austin Resource Recovery Re-Use Marketing Strategy
between
Zeehive LLC d/b/a Zellmer McConnell Advertising
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to revise Exhibit B – Deliverable/Payment Schedule with Exhibit B1-Deliverable Schedule.

5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 2/13/19 – 2/12/20	$60,000.00	$60,000.00
Amendment No. 1: revised Exhibit B 4/23/19	$0.00	$60,000.00

6.0 MBE/WBE goals were not established for this contract.

7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date: Beth Racis 5·7·19
McConnell

Signature & Date: Beth Racis McConnell
5·7·19

Revised 8/4/2014

Printed Name: Beth Racis McConnell
Authorized Representative 5-7-19

Ricardo Zavala, Procurement Specialist III
City of Austin Purchasing Office

Zeehive LLC d/b/a Zellmer McConnell Advertising
151 Unbridled
Austin, TX, 78737

Exhibit B1-Deliverable Schedule

Exhibit B1-Deliverable Schedule

Deliverables/Milestones	Timeline (due/completion date, reference date, or frequency)	Performance Measure/Acceptance Criteria	Contract Reference/Section
Prepare for Brainstorming Meeting	Within 3 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.1
Facilitate Brainstorming Meeting	Within 6 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.1
Prepare Message Strategy Document	Within 9 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2
Research and Recommend Partnerships with Existing Initiatives Related to Non-Profits and Reuse	Within 9 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2.3
If Recommended, Create New Branding	Within 12 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2.2
Create Print and/or Digital Collateral for Tactics	Within 15 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2.4
Create and Implement Media/ad-by Strategy	Within 18 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2.5
Create and Implement Earned Media Strategy	Within 20 weeks after contract kickoff meeting, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.2.6

Measure Effectiveness of Tactics Collateral	Ongoing; submit monthly reports on metrics from Week 12 through the end of the contract term, or approved alternate by Contract Manager in writing	Approval by the Contract Manager	Reference Section 4.3

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Zeehive LLC d/b/a Zellmer McConnell Advertising ("Contractor")
for
Austin Resource Recovery Re-Use Marketing Strategy
Contract Number NA190000036

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 Zellmer McConnell Advertising having offices at 151 Unbridled, Austin, TX, 78737, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 1500 MHJ3002.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposals, RFP 1500 MHJ3002, including all documents incorporated by reference

1.1.3 Exhibit A – Zellmer McConnell Advertising Offer, dated 7/9/2018, including subsequent clarifications

1.1.4 Exhibit B – Deliverable/Payment Schedule

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

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 Exhibit A - The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.2.4 Exhibit B – Deliverable/Payment Schedule

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 two (2) additional twelve (12)-month periods 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).

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $60,000 for the initial Contract term and a Not-to-Exceed amount of $61,000 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.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The following requirement has been removed from Section 0400 Supplemental Purchase Provisions, 9. Workforce Security Clearance and Identification (ID).

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.

ZELLMER MCCONNELL ADVERTISING	CITY OF AUSTIN
Beth McConnell	Kim Larsen, CPPB
Printed Name of Authorized Person	Printed Name of Authorized Person
Beth McConnell	Cyrenthia Ellis for Kim Larsen
Signature	Signature
Owner, chief Creative Officer	Procurement Specialist II
Title:	Title:
Jan. 8, 2019	2/13/19
Date:	Date:

List of Exhibits

Exhibit A – Zellmer McConnell Advertising Offer
Exhibit B – Deliverable/Payment Schedule

ZMc

ZELLMERMcCONNELL
ADVERTISING

City of Austin Purchasing Office

Zellmer McConnell's RFP Response

ARR Reuse Marketing Strategy

Solicitation No: RFP 1500 MHJ3002

July 10, 2018

First off, thank you.

We are excited by the opportunity to combine forces with the City of Austin – Austin Resource Recovery Department and join your mission to transform waste into resources while keeping our community clean.

Zellmer McConnell is WBE certified by the City of Austin and we serve a mix of clients from both the private and public sector including the Central Texas Regional Mobility Authority, Walton International, Ryan Companies, Mystic Quarry Resort, BDX, Goodwill of Austin, Texas Department of Agriculture and the City of Austin Watershed Protection Department.

Our large agency backgrounds give us deep experience across a wide range of industries and provide our clients with a team of seasoned professionals who are empowered and focused on delivering positive results.

We especially appreciate the opportunities that we have to use our skills to improve the quality of life in our communities and make a positive impact on the world around us.

In the following pages, you'll find our approach to the Austin Resource Recovery initiative and examples of work we've done to reach and exceed objectives for other organizations. We sincerely hope we have the opportunity to partner with you and contribute to the success of Austin Resource Recovery's efforts.

Sincerely,

Zellmer McConnell

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TAB 1:

EXECUTIVE SUMMARY

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

Zellmer McConnell (ZMc) is a full service, HUB certified, WBE-certified agency founded in Austin, TX in 2011. Our business model focuses on bringing senior level talent to client business on a day-to-day basis in a cost-effective manner. Our client list includes organizations in both the private and public sector, including a current engagement with the City of Austin Watershed Protection Department.

Our agency has the experience and resources to deliver on each aspect of the scope of work outlined in the RFP. Our detailed Project Approach is in Tab 8 of this response however the following will give you a brief overview to our recommended approach.

1. **Data Review and Brainstorm/Input Sessions -** We will review any and all client provided research and data and conduct brainstorming/input sessions with both ARR staff and local resale operators to inform the marketing strategy.
2. **Define Objectives** - We will work with ARR to formalize and articulate the overall goals and objectives for the campaign.
3. **Create Messaging Framework/Define Target/Partner Opportunities** - We will use the input sessions to develop a strategy document that includes the objectives, defines key audiences, identifies potential partnerships and articulates a compelling and motivating messaging framework for the initiative.
4. **Develop Paid Media Strategy/Plan and Earned Media Strategy/Plan** - We will analyze the target audience(s) media consumption habits, consider available budgets and develop a focused and cost effective paid media buy and complementary earned media plan.
5. **Creative Concepts Development** - We will develop engaging and persuasive creative concepts that bring the position and messaging to life.
6. **Creative Testing** - We will test the creative via digital survey amongst the key target audiences to ascertain clarity, understanding, relevance and motivation.
7. **Campaign/Activation** – Based on the research, we will move forward with the most compelling creative concept and revise per consumer input. We will develop all creative materials per the approved media plan and traffic spots to media vehicles.
8. **Measure/Analyze/Optimize** – We will work with ARR to develop a dashboard of key measures to track on-going effectiveness of the tactics against goals. We will analyze performance and look for ways to optimize the campaign.

TAB 2:

CITY OF AUSTIN
PURCHASING DOCUMENTS

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

SOLICITATION NO: RFP 1500 MHJ3002

DATE ISSUED: June 11, 2018

REQUISITION NO.: 18020700256

COMMODITY CODE: 96153

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Marty James
Procurement Specialist III

Phone: (512) 974-3164
E-Mail: Insert Email

Kim Larsen
Procurement Specialist II

Phone: (512) 974-2261
E-Mail: Kim.Larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: ARR Reuse Marketing Strategy

PROPOSAL DUE PRIOR TO: July 10, 2018 2:00 PM CST

PROPOSAL OPENING TIME AND DATE: July 10, 2018 3:00 PM CST

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

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

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ3002	Purchasing Office-Response Enclosed for Solicitation # MHJ3002
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****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	9
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0600a	RATE SHEET - Complete and return	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: Zellmer Mc Connell Advertising

Company Address: 2301 E. Riverside Drive, Suite A100

City, State, Zip: Austin, Tx 78741

Federal Tax ID No. ____

Printed Name of Officer or Authorized Representative: Beth McConnell

Title: Owner / Chief Creative Officer

Signature of Officer or Authorized Representative: Beth McConnell

Date: 7/9/2018

Email Address: beth@zmcadvertising.com

Phone Number: 512-296-2662

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

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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.

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

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.

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.

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 <u>at least</u> 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

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.

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

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

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.

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.

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:

Holiday	Date Observed
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

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.

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".

56. **PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this **Contract**.

A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2270.001.

B. If the **Principal Artist** qualifies as a “company”, then the **Principal Artist** verifies that he:
i. does not “boycott Israel”; and
ii. will not “boycott Israel” during the term of this **Contract**.

C. The **Principal Artist’s** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than TEN DAYS before the solicitation close date. Submissions shall be made via email to Marty.James@austintexas.gov.

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

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

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

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

         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
      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.
(d) The Contractor and any sub-contractors traveling as part of this contract must provide a copy of their current automobile insurance coverage on a semi-annual basis. Traveling costs are the responsibility of the Contractor.

iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of $500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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

3. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4.1 QUANTITIES AND OMISSIONS

4.1.1 Quantities
Quantities provided in this RFP are estimates and for evaluation purposes only. Actual quantities may be more or less, and no quantities are guaranteed. The City reserves the right to add similar services to this contract.

4.2.1 Omissions
All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

4.3.1 Out of Scope Services
Services not included hereunder or in a Service Schedule will be provided at prices and on terms mutually agreed to by both parties.

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

Invoices shall be emailed to ARR.AP@austintexas.gov and the Contract Manager on or before the 15th of each month for all the services provided the prior month and shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

A. A unique invoice number;
B. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
C. The Department's name, "Austin Resource Recovery";
D. The name of the Contract Manager for the ARR Department; and
E. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City.

If required, invoices may be mailed to the below address:

	City of Austin
Department	Austin Resource and Recovery (ARR)
Attn:	ARR Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

A. 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.

6. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

8. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

   i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
   ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
   iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. 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) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

11. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

(1) Utilize final Compilation data instead of Preliminary data

(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100	
Database Name: BLS Employment Cost Index	
Series ID: pcu5416105416103	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Marketing consulting services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **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:

Natalie Betts, Recycling Economic Development Program Manager
City of Austin - Austin Resource Recovery
Phone: 512-974-9235
Email: Natalie.Betts@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT

RFP 1500 MHJ3002 SCOPE OF WORK

ARR REUSE MARKETING STRATEGY

1.0 PURPOSE

The City of Austin ("City"), seeks qualified Contractors to develop a messaging strategy and implement a public education campaign for Austin Resource Recovery Department ("ARR") to educate, inform, and encourage residents to donate and sell clothing, housewares, and other reusable items to local nonprofit organizations, thrift stores, and consignment shops. The Contractor will also research and recommend partnerships with existing, local initiatives to promote and support reuse. This messaging strategy must prioritize reuse through local non-profit organizations and thrift stores. The Contractor shall provide products and services as described herein. Until revised or rescinded in writing, this scope of work shall apply to future purchases and contractual obligations.

All responsive proposals submitted to this Request for Proposal ("RFP") that address the objectives of the solicitation will be considered by ARR. However, ARR reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the services and assigned responsibilities described herein, and waive any technicalities as deemed to be in ARR's best interest.

In the initial 12-month term of this contract, the Contractor shall develop a message strategy and implement a public education campaign. If the following two, 12-month renewal options are exercised by the City, the Contractor shall refine the message strategy as needed based on the campaign's success in Year 1. The Contractor shall then continue to implement the reuse public education campaign using the refined message strategy.

2.0 BACKGROUND

In 2011, The Austin City Council unanimously approved adoption of ARR's Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement, community input, and serves as a guide for the City to achieve its goal of Zero Waste by reducing the amount of trash sent to landfills by ninety percent by the year 2040. Zero Waste is a shift from traditional waste management, where recyclables are kept out of the trash, to materials management, where trash is what remains once we reduce, reuse, recycle and compost. The Master Plan calls for ARR to encourage the expansion of reuse and resale businesses, creative reuse businesses, reuse centers, reuse non-profits, repair businesses, and remanufacturing businesses. This contract will focus on reuse. Reuse preserves the value and the embodied energy of materials and makes these materials available for use within our local economy and community. According to the Institute for Local Self-Reliance, 75-250 jobs are created for every 10,000 tons reused, compared with 1 job if that same material were landfilled.

This contract is also part of ARR's response to the Council Resolution #20170202-045 which directs ARR to consider approaches and opportunities for extensive and continuous collaboration with non-profit organizations to increase reuse and resale of household items and textiles. The resolution was adopted by the City Council in response to concerns that a new curbside collection service may negatively impact donations of clothing and housewares to local nonprofit organizations and thrift stores. The curbside collection program is conducted by Great Lakes Recycling Inc. DBA Simple Recycling under a contract with ARR. The Contractor shall focus on the promotion of donating or selling items to local nonprofit organizations, thrift stores, and consignment shops in line with ARR's Zero Waste initiative concentrating on reuse.

3.0 MINIMUM QUALIFICATIONS

3.1 Minimum Qualifications

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Proposals that do not meet the minimum requirements will be deemed non-responsive and will not be considered. For more information on how this information is to be provided, please reference Section 0600B, Proposal Instructions and Evaluation Factors. The Contractor shall have at least five (5) years of experience with:

3.1.1. Marketing, branding, and stakeholder engagement related to sustainability efforts;
3.1.2. Developing messaging strategies and campaigns, including conducting brainstorming sessions with external stakeholders; and
3.1.3. Developing culturally appropriate messaging for diverse audiences.

4.0 SCOPE OF WORK

4.1 Brainstorming Sessions

4.1.2 The Contractor shall develop an agenda and design group exercises for one (1) or more brainstorm sessions for City review and approval. These sessions shall last a minimum of two (2) hours and have a diverse group of stakeholders.

4.1.1 The Contractor shall facilitate one (1) or more brainstorming sessions with local nonprofit and resale operators to identify ideas for a marketing effort to support the city's nonprofit and reuse community, including:

4.1.1.1 Goals and metrics for the marketing efforts;
4.1.1.2 Key messages and supporting information;
4.1.1.3. Targeted audiences; and
4.1.1.4. Recommended tactics to deliver messages.

4.2 Strategy Document

The Contractor shall consider feedback from stakeholders and the results from ARR's market research when preparing a recommended message strategy document to provide to ARR. The Contractor shall include with their proposal, the timeframe needed to prepare and provide the message strategy. The message strategy will provide a framework for developing short-form and long-form materials such as social media content, web pages, video scripts and newsletters, and include the Contractor's recommendations, as well as their plans for a comprehensive public education campaign.

4.2.1 Public Education Marketing Campaign

The Strategy Document shall outline how the Contractor will implement the public education campaign. The campaign shall:

4.1.2.1. Educate residents about the problem of 3,300 tons of clothing going to the landfill each year;
4.1.2.2. Inform residents about **all** ways to dispose of unwanted clothing and housewares (including nonprofit organizations, thrift stores, consignment

shops, and curbside collection operated by a for-profit company, Simple Recycling) and educate residents on the waste hierarchy and increased environmental benefits for the public;

4.2.1.3. Encourage residents to reuse, donate to local organizations, and/or sell to local resale operations before using the curbside program; and

4.2.1.4. Encourage residents to support local organizations by purchasing reused goods at local charities and local businesses.

4.2.2 Recommended Branding

In the event the Contractor recommends new branding for the campaign, and if the new branding is approved by the City, the Contractor shall create this new branding to include campaign name, tagline, and graphics encouraging donation to charities using local resale options and shopping at thrift stores.

4.2.3 Recommended Partnerships

The Contractor shall research and recommend partnerships with existing initiatives related to non-profits and reuse. Partnerships shall include obtaining permission from any partners to use their branding for this initiative or cross promotion. The Contractor shall work with other organizations to develop coordinated message to support reuse. Examples include, but are not limited to:

A. I Live Here, I Give Here;
B. Shop Zero Waste/Locally Austin;
C. Net Zero Hero (Office of Sustainability); and
D. Austin Eco-Network Reuse Directory.

4.2.4 Print and Digital Collateral

The Contractor shall create print and/or digital collateral for tactics recommended in the strategy document. All plans and tactics are subject to City approval. Examples include, but are not limited to:

A. Videos for web and social media use;
B. Social media posts;
C. Brochures and/or posters; and
D. Print and digital advertisements.

4.2.5 Media and Ad-Buy Strategy

The Contractor shall create and implement media and ad-buy strategies. The Contractor is responsible for making all arrangements for any paid advertising the campaign involves, including but not limited to:

A. Radio advertisements;
B. Print advertisements;
C. Digital advertisements; and
D. Sponsored blog posts.

The costs of advertisement(s) shall be included in the Contractor's proposal price in Section 0600, Rate Sheet. All strategies are subject to City approval.

4.2.6 Earned Media Strategy

The Contractor shall create and implement earned media strategy (non-paid for, sponsored coverage, or advertisements), including but not limited to:

A. Writing and distributing press releases;
B. Blog posts;
C. Opposite the editorials page ("Op-eds"); and
D. Newsletter articles.

All strategies are subject to City approval.

4.3 Testing and Success Metrics

4.3.1 The Contractor shall test effectiveness of collateral prior to deployment through focus groups, stakeholder engagement, intercepts, rapid prototyping, or other strategies as deemed effective and appropriate by the Contractor, subject to City approval. The Contractor shall measure the effectiveness of tactics in reaching and motivating its intended audience, and report back to the City on their findings. Reports shall be delivered via email to the Contract Manager monthly while the campaign is live.

4.3.2 The Contractor shall submit with their proposal how they plan to measure success and collect success metrics.

5.0 CONTRACTOR'S RESPONSIBILITIES

5.1 Project Manager

The Contractor shall provide a Project Manager who will oversee the contract. The Contractor shall also provide contact information for the Project Manager and an alternate contact person who will be available by telephone between 8:00 AM and 5:00 PM Central Time, Monday through Friday, for general contract services. The Contractor shall also provide ARR with emergency contact information for after-hours and weekends. The City reserves the right to request a change in project manager.

5.2 Equipment and Materials

The Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor, travel, accommodations, insurance and other services required by the contract as may be necessary to fulfill the requirements of the services described herein.

6.0 CITY CONTENT

6.2 City Logo

The use of the City logo shall only be used with City approval and only on materials directly advertising the City event.

6.3 Content Rights

The City retains all rights to any names, logos, websites, and any other content created under this contract and provides permission to use these assets only for the promotion of Reuse Marketing Service, subject to City approval.

6.4 Market Research on Motivation of City Residents

ARR will conduct market research to identify the reuse knowledge, skills, and motivation of City residents.

7.0 LICENSES, DELIVERABLES, AND INSPECTIONS

7.1 Certifications, Licenses and Permits

7.1.1 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

7.1.2 The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state and local laws, and Travis County and City ordinances. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws, ordinances and/or regulations. ARR may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's non-compliance with applicable environmental or safety laws, ordinances and/or regulations. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.

7.2 Deliverables

Deliverables/Milestones	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Prepare for Brainstorming Meeting	Within 3 weeks after contract execution	Approval by the Contract Manager	Reference Section 4.1
Facilitate Brainstorming Meeting	Within 6 weeks after contract execution	Approval by the Contract Manager	Reference Section 4.1
Prepare Message Strategy Document	Within 9 of weeks after contract execution	Approval by the Contract Manager	Reference Section 4.2
Research and Recommend Partnerships with Existing Initiatives Related to Non-Profits and Reuse	Within 9 weeks after contract execution	Approval by the Contract Manager	Reference Section 4.2.3

If Recommended, Create New Branding	Within 12 weeks after recommendation	Approval by the Contract Manager	Reference Section 4.2.2
Create Print and/or Digital Collateral for Tactics	Within 15 weeks after contract execution	Approval by the Contract Manager	Reference Section 4.2.4
Create and Implement Media/ad-by Strategy	Within 18 of weeks after contract execution	Approval by the Contract Manager	Reference Section 4.2.5
Create and Implement Earned Media Strategy.	Within 20 of weeks after contract execution	Approval by the Contract Manager	Reference Section 4.2.6
Measure Effectiveness of Tactics and Collateral	Ongoing; submit monthly reports on metrics from Week 12 through the end of the contract term	Approval by the Contract Manager	Reference Section 4.3

The Contractor may submit with their proposal any alternative due dates or extensions on the deliverables listed above. If providing alternative due dates, please provide reasoning behind suggested changes.

7.3 <u>Audits and Inspections</u>

ARR, or other authorized City staff, will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify and provide copies to ARR of any amendments, renewals, or replacements to their applicable licenses and permits within thirty (30) calendar days after the effective date of amendment, renewal, or replacement.

CITY OF AUSTIN
0600 - RATE SHEET
ARR Reuse Marketing Strategy Rate Sheet
SOLICITATION NUMBER: RFP 1500 MHJ3002

Special Instructions: Offerors must use this Rate Sheet to submit pricing. Be advised that altering the rate sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guid usage. Quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror d advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the proposal.

Prices offered on the price sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, accommodations, insurance, and s time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all materials, tools, labor, travel, and equipment necessary to perform the services required un

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advanta

SECTION 1 - YEAR 1

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE
1.1	Preparation for Brainstorming Meeting	1	$ 2,500
1.2	Facilitation with Brainstorming Meeting	1	$ 3,950
1.3	Preparation Message Strategy Document	1	$ 2,500
1.4	Message Strategy Recommendation	1	$ 1,000
1.5	Create New Branding (if approved by the City)	1	$ N/A -
1.6	Create Print and/or Digital Collateral	1	$ 17,500
1.7	Creation and Implementation of Media/ad-by Strategy	1	$ 12,250
1.8	Creation and Implemention of Earned Media Strategy	1	$ 10,250
1.9	Measure Effectiveness of Tactics and Collateral	1	$ 10,000
		SECTION 1 TOTAL:	**$59,950**

LINE ITEM		QUANTITY	UNIT PRICE
2.1		1	$ 8,500
2.2		1	$ 17,500
2.3		1	$ 14,750
2.4		1	$ 12,250
2.5		1	$ 7,000
		SECTION 2 TOTAL:	$60,000

LINE ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
3.1	Message Strategy Update Recommendations	1	$ 8,500
3.2	Update Print and/or Digital Collateral	1	$ 17,500
3.3	Update and Implementation of Media/ad-by Strategy	1	$ 14,750
3.4		1	$ 12,250
3.5		1	$ 7,000
		SECTION 3 TOTAL:	$60,000

	FINAL TOTAL:
COMPANY NAME:	Zellmer McConnell Advertising
EMAIL ADDRESS:	beth@zmcadvertising.com

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Zellmer McConnell Advertising	
Physical Address	2301 E. Riverside Drive A100 Austin Tx 78741	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Zellmer McConnell Advertising

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: Central Texas Regional Mobility Authority
   Name and Title of Contact: Steve Pustelnyk, Director of Communications
   Project Name: Mopac Improvement Project
   Present Address: 3300 N. IH-35, Suite 300
   City, State, Zip Code: Austin, Tx 78705
   Telephone Number: (512) 450-6289 Fax Number (512) 996-9778
   Email Address: spustelnyk@mobilityauthority.com

2. Company's Name: Mother's Milk Bank at Austin
   Name and Title of Contact: Kim Updegrove, Executive Director
   Project Name: Awareness / Donation Campaign
   Present Address: 5925 Dillard Circle
   City, State, Zip Code: Austin Tx 78752
   Telephone Number: (512) 494-0800 Fax Number ( ) N/A
   Email Address: kim@milkbank.org

3. Company's Name: City of Austin, Watershed Protection
   Name and Title of Contact: Lynne Lightsey, Public Information and Marketing Manager
   Project Name: COA Flood Awareness Branding, Creative Services, & Communication Strategies
   Present Address: 505 Barton Springs Road #11
   City, State, Zip Code: Austin, Tx 78704
   Telephone Number: (512) 974-2550 Fax Number ( ) N/A
   Email Address: Lynne.Lightsey@austintexas.gov

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

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

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

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

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

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, 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 filling. 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 9th day of July, 2018

CONTRACTOR Zellmer McConnell Advertising

Authorized Signature Beth McConnell

Title Owner / Chief Creative Officer

Section 0835: Non-Resident Bidder Provisions

Company Name Zellmer McConnell Advertising

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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: Texas 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 id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME] Zellmer McConnell Advertising

Additional Solicitation Instructions.

1. ☑ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

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

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

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

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

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

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

SOLICITATION NUMBER: RFP 1500 MHJ3002
SOLICITATION TITLE: ARR Reuse Marketing Strategy

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

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

☑ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

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

Offeror Information			
Company Name	Zellmer McConnell Advertising		
City Vendor ID Code	V00000934657		
Physical Address	2301 E. Riverside Drive A100		
City, State Zip	Austin Tx 78741		
Phone Number	512-296-2262	Email Address	bethezmcadvertising.com
If the Offeror City of Austin M/WBE certified?	☐ NO ☑ YES Indicate one: ☐ MBE ☑ WBE ☐ MBE/WBE Joint Venture		

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

Beth McConnell, Owner/Chief Creative Officer — Beth McConnell — 7/9/2018

Name and Title of Authorized Representative (Print or Type) — Signature/Date

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1500 MHJ3002 **Addendum No:** 1 **Date of Addendum:** 06/28/2018

This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 Questions and Answers

1.1. **Q:** What is the anticipated annual budget for this contract per year?

A: For the first year, the City has budgeted $60,000. In subsequent fiscal years, staff will review the successful proposal and budget accordingly. Respondents should provide a realistic estimate of costs to complete the SOW satisfactorily while recognizing the City's desire to keep costs low and noting that cost is an evaluation factor for this SOW.

1.2. **Q:** May companies from outside the USA apply for this project? (like, from India or Canada)?

A: Yes, however, due to the nature of the scope of work, you would most likely have to sub-contract to perform the contract unless you have a branch office in the Austin, Texas area.

1.3. **Q:** Does this project require in-person meetings?

A: Yes, the SOW requires the facilitation of in-person meetings with key stakeholders.

1.4. **Q:** Can the tasks (related to RFP) be performed outside USA? (like, from India or Canada)

A: No, it would require a local office or local subcontractor to perform the scope of work.

1.5. **Q:** Can proposals be submitted via email?

A: No, original proposals are required to be submitted via USPS mail or by a common delivery carrier such as FedEx or UPS, or to be submitted in person to the address shown on the Offer Sheet.

1.6. **Q:** Is this the first RFP for RFP 1500 MJ3002? If not, when was the last RFP issued and who was hired; who is the incumbent?

A: This is the first RFP for this need.

1.7. **Q:** How much has previously been spent on an annual basis?

A: N/A – Please reference Question 1.1 and 1.6.

1.8. **Q:** Is there a page limit or preference of length for this proposal?

A: There is not a page limit or preference on length of proposal. However, we do advise that you only include pertinent information as requested in the solicitation in your proposal and follow all directions within the solicitation.

1.9. **Q:** Do you expect to see spec creative in this proposal?

A: It is not a requirement or expectation of the solicitation that spec creative be included, but respondents are welcome to include information beyond the requirements that is pertinent to the solicitation. Respondents may also include creative developed for previous clients to demonstrate their experience as outlined in section 3.1.

1.10. **Q:** Section 4.3.1 states contractor will be responsible for testing effectiveness of collateral, but it is also stated in 6.4 that ARR will conduct market research; will this research on the motivation of city residents be done prior or at the beginning of campaign award?

A: Yes, the market research data collection has been completed and data analysis is underway. This market research conducted by ARR studied Austin residents general understanding of reuse and their reuse behaviors and habits. It did not test Austin residents reaction to or the effectiveness of any specific collateral or campaign materials.

1.11. **Q:** The RFP mentions Testing and Success Metrics in Section 4.3. Is this included in the total contract budget or is there a separate fund of resources for research and testing?

A: Testing and Success Metrics are included on the Bid Sheet under Item 1.9 for Year 1, under Item 2.5 under Year 2, and Item 3.5 for Year 3.

1.12. **Q:** Would the contractor be responsible for the recruitment of brainstorming session participants?

A: Yes, in consultation with the City.

1.13. **Q:** If yes to Question 1.12, could incentives for participation be included?

A: Yes, although respondents should be aware that the City has a policy and forms governing distribution of gift cards using City funds: individuals must sign a gift card agreement, may not receive more than $100 in gift cards from the City of Austin per calendar year, no raffles or lotteries are allowed, and recipients must not be City vendors or employees.

1.14. **Q**: Is there a larger timeline for this campaign beyond what is outlined in section 7.2 of the scope of work?

A: The timeline includes the ongoing measurement of effectiveness throughout the contract term. In addition, for the timeline items of "Create and Implement Media/Ad-by Strategy" and "Create and Implement Earned Media Strategy" indicates when those strategies must be created and the implementation phase must begin. These strategies may continue to be implemented throughout the contract term.

1.15. **Q**: Can we have access to the 2015 case study?

A: Yes. Please note this link:

https://austintexas.gov/sites/default/files/files/Final_Report_-_Austin_City-Serviced_Waste_Characterization_Study_2015-04-14.pdf

1.16. **Q**: What is your preference on having a "one-stop" shop versus dividing these deliverables?

A: ARR is looking to contract with one entity for all assigned deliverables.

1.17. **Q**: How often are new agency partners considered?

A: This is the first time this service has been solicited. The City wishes to enter a three-year contract for this project and may resolicit at the end of those three years if the business need for the service continues. However, the City reserves the right to re-solicit at the end of year one or year two, if so desired.

1.18. **Q**: Is there currently a preferred vendor for this work?

A: No.

1.19. **Q**: How many responses are being evaluated? How many are qualified?

A: This information would only be available via Public Information Request AFTER the solicitation has been closed and a contract signed.

1.20. **Q**: The RFP mentions a specific length for the Executive Summary; Is there a desired length for the proposal?

A: No, there is no desired length. However, we do advise that you only include pertinent information as requested in the solicitation within your proposal and follow all directions within the solicitation.

1.21. **Q**: Are responders required to have MBE/WBE certification or is HUB certification sufficient for qualifying as a minority-owned business?

A: A contractor must be registered with the City of Austin SMBR program for City of Austin minority-owned business certification.

The link to the program is as follows: http://www.austintexas.gov/department/certification

1.22. **Q**: If MBE/WBE is required, can respondents be in the process of applying for certification and still be recognized as minority owned?

A: That would be determined by the SMBR office.

1.23. **Q**: Can you please rank in preference of priority the following paid media to be integrated into the marketing strategy? (Social media, digital (display/search), radio, podcasts and sponsored blog posts, brochures, posters, newsletters, web pages, updated branding, and partnerships)

A: ARR is seeking proposals for paid media that will most effectively reach our target audiences. We are not limiting the options for organic or paid media and look to the expertise of the successful bidder to make recommendations on the paid media strategy and channels.

1.24. **Q**: Does ARR have specific goals around reach and impressions?

A: ARR is working with community stakeholders to build this program and the campaign that will support it. We will continue to work with stakeholders and the successful bidder to establish campaign goals. We expect to begin with goals to raise awareness of reuse opportunities and benefits.

1.25. **Q**: What type of measurable lead conversions are in place?

A: Since this is a new program we do not have these measures in place currently.

1.26. **Q**: The contract is an annual agreement; is ARR wanting paid and organic messaging running throughout the year or as recommended by the selected contractor?

A: We are looking for recommendations from the successful bidder.

1.27. **Q**: What are the primary social channels and handles ARR uses to promote the program?

A: ARR has a Facebook account and has access to other citywide social accounts, such as Twitter and Instagram. ARR will be looking to the successful bidder to create content, and ARR will post and manage social posts.

1.28. **Q**: Will ARR be available for weekly status meetings?

A: ARR is open to making staff available for weekly meetings during certain times during the contract term where this meeting frequency is required. ARR would prefer to avoid weekly meetings throughout the contract term due to other demands on staff's time.

1.29. **Q**: Can you please share the current brand guidelines or look and feel that has been used in the past?

A: ARR is working on documenting our brand guidelines. You can see recent materials developed by our team at austinrecycles.com or Facebook.com/austinrecycles.

1.30. **Q**: Can you please share examples of video or motion graphics used previously that the ARR likes?

A: Please note the following examples:

The videos available on this page: http://austintexas.gov/shopzero

https://www.youtube.com/watch?list=PLDKZTUINzz3re4dsGUCi4aBUp4-l4b8ll&v=yJ-UQ-q9tmk

https://www.youtube.com/watch?list=PLDKZTUINzz3re4dsGUCi4aBUp4-l4b8ll&v=QUuefSyuEj0

https://www.youtube.com/watch?v=k2utzeUaLxA

1.31. **Q**: Can ARR share a summary of the customer and non-customer feedback collected during the 6/16/18 and 6/30/18 meetings?

A: These meetings are focused on the Simple Recycling service, which is a clothing and housewares recycling curbside collection service. We have not yet compiled a summary but can provide it to the successful bidder once complete.

1.32. **Q**: We didn't see a pre-bid proposal response conference listed on the cover page of the Solicitation; Is there going to be one or has it already happened?

A: No pre-bid meeting is being held at this time.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 06/28/2018
Marty James, Buyer III
Purchasing Office, 512-974-3164
Date

ACKNOWLEDGED BY:
Beth McConnell Beth McConnell 7/6/18
Name Authorized Signature Date

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

TAB 3:

AUTHORIZED NEGOTIATOR

Primary contact for our relationship:

Name: Beth McConnell

Title: Owner / Chief Creative Officer

Address: 2301 E. Riverside Drive
Suite A100
Austin, Texas 78741

Phone: 512-296-2662

Email: beth@zmcadvertising.com

TAB 4:

BUSINESS ORGANIZATION

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Company Name:	Zeehive LLC dba Zellmer McConnell Advertising
Company Address:	2301 E. Riverside Drive Suite A100 Austin, Texas 78741
Subsidiary:	N/A
Branch Office:	Zellmer McConnell Advertising 2301 E. Riverside Drive Suite A100 Austin, Texas 78741
Business Structure:	LLC, S-Corp
State Incorporated:	Texas
Certifications:	Texas Historically Underutilized Business (HUB) Certification City of Austin's Women-Owned Business Enterprise Certification

TAB 5:

COST PROPOSAL

The Contractor shall provide pricing in accordance with Section 0600, Rate Sheet. The Contractor with the lowest cost to the City is given the maximum points. All others will be awarded points based on a pro-rated basis.

Our cost proposal assumes the process outlined in Tab 8 and the following allocation of agency hours to accomplish each item in the scope of work:

- Preparation for Brainstorm Meeting – 17 hours
- Facilitation of Brainstorm Meetings – 18 hours + $1,200 in participant incentives
- Preparation of Message Strategy Document – 17 hours
- Message Strategy Recommendation – 7 hours
- Creative Development – 105 hours
- Media (paid) Plan Strategy/Implementation – 100 hours
- Earned Media Plan Strategy/Implementation – 102 hours
- Measure Media Effectiveness – agency hours + hard costs for research

Please note the attached cost sheets do not reflect the costs for the production of advertising materials or for purchased media. In the Addendum 1 to this RFP (Questions and Answers) the City indicated that it has budgeted $60,000 for this effort, however, there appears to be some flexibility to the budget given the addendum also noted that "respondents should provide a realistic estimate of costs to complete the SOW satisfactorily while recognizing the City's desire to keep costs low…"

In our view, the City outline has a thorough approach to communication development that should provide a strong foundation to a multi-year communication effort. This does however, limit the budget that could be allocated to paid media, especially in Year 1. Our current cost estimate is based on the City being able to supplement the budget with additional funds for paid media.

If that is not possible, we would consider altering our cost proposal to lower costs for creative development and paid media planning and potentially proceed with more robust earned media efforts and a digitally focused paid media plan.

TAB 6:

EXPERIENCE AND PERSONNEL

i. Provide written documentation verifying that the Contractor has a minimum of five (5) years of experience successfully performing similar services. The Contractor, in order to demonstrate their expertise, abilities, and compliance in the minimum qualifications, may provide a descriptive letter, outline, summary, or synopsis outlining their experience. The Contractor with the most experience that meets the minimum qualifications will be given the maximum points. All others will be awarded points based on a pro-rated basis. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998.

Zellmer McConnell (ZMc) is a full-service, creatively-driven, HUB-certified, WBE-certified agency founded in 2011 in Austin, TX.

The ZMc business model focuses on bringing senior-level talent to our clients on a day-to-day basis in a cost-effective manner, often partnering with a roster of close-knit marketing specialists and strategic partners who are ready and willing to scale up with us at a moment's notice. This allows us to build a team tailored specifically to our client's needs and provides a cost-effective model for clients who pay only for agency services in use, without incurring extraneous staffing costs or overhead.

Our team's core competencies include:

- Quantitative and Qualitative Research
- Trend Analysis
- Database Analysis
- Data-based targeting/persona development
- Brand Positioning/Messaging Frameworks
- Creative Development across all online and offline platforms
- Media Planning and Buying across all online and offline platforms
- Social Media Marketing
- KPI Development, Measures and Metrics

Our team's work experience includes everything from global brand launches for some of the world's most respected brands, to educating the public on City initiatives, to building awareness for non-profit causes in the region. Some of our recent work includes:

City of Austin Watershed Protection Department
We are currently engaged to create a cohesive brand effort to drive awareness and engagement in flood safety programs. Our scope of work includes:

- Brainstorming/Input sessions with CoAWPD staff
- Creating a Strategic Messaging Framework
- Developing Brand Identity/Brand Style Guidelines
- Developing multi-media creative including radio, digital, social media, print and collateral

Central Texas Regional Mobility Authority
Zellmer McConnell was contracted to create an informational campaign for the MoPac Improvement Project. The goal of this campaign was to educate the public about the new Express Lanes and how those Express Lanes would be tolled. The scope of work included:

- Focus Group Planning, Execution and Reporting
- Quantitative Survey Research and Reporting
- Strategic Brief
- Creative Development
    - Graphic Design
    - Posters
    - Digital Banners
    - Print Ads
    - Social Media Graphics
    - Web Graphics for Landing Pages
    - Motion Graphics
- Video Production and Post Production
- Social Media Campaign Creation and Analytics
- Media Planning and Buying
- Account Management

Goodwill of Central Texas
In an effort to drive donations, Goodwill hired Zellmer McConnell to conduct research into what inspires consumers to donate to Goodwill (or not), develop a messaging strategy and creative. The campaign we created for Goodwill is currently running on major networks and cable channels. The scope of work for this project included the following:

- Qualitative Focus Group Research
- Creative Strategy
- Creative Development
- Video Broadcast
- Copywriting and Design

Mothers' Milk Bank of Austin
Zellmer McConnell was engaged by the Milk Bank to conduct research and create a multi-media awareness campaign based on the research findings. ZMc developed a compelling campaign to heighten awareness and increase both milk and financial donations. The scope of work for the campaign included the following services:

- Qualitative Focus Group Research
- Creative Development
    - Radio
    - Video
    - Outdoor
    - Apparel
    - Collateral
- Production
- Media Planning and Buying

In addition to those mentioned above, we have developed strong relationships and are proud partners with following clients: Builder's Design Experience, Guadalupe River Trout Unlimited, Consortia Health, Mystic Quarry Resort, Ryan Companies, Tèo Gelato, Texas Department of Agriculture and The Walton Group of Companies.

ii. Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

Beth McConnell, Founder / Chief Creative Officer
As both agency owner and creative director, Beth is involved with every aspect of the client/agency relationship. Beth will be fully engaged in the ARR business and will oversee all aspects of creative development and execution. She has earned numerous industry awards and focuses on consistently delivering the highest quality creative.

Michael Racis, Vice President / Director of Account Services
Michael will be engaged in all aspects of the client/agency relationship. Over his career he has overseen everything from global campaign launches for Fortune 100 companies to hyper-local issue management for regional corporations. He will use his 20+ years of agency and client side experience to provide strategic insight and ensure the agency is delivering on ARR's goals and objectives. He will be the ARR's key point of contact and will keep an open channel of communication to handle any requests or issues as they arise.

Sharon Miller, Strategic Planning / Research Director
Sharon provides strategic insight into the factors that drive consumer decisions. She will oversee any quantitative or qualitative research and help create the most compelling and engaging communication strategy and creative materials.

Carrie Stein, Media Director (Planning / Buying)
Carrie turns marketing goals and media budgets into cross-platform media plans that reach the right audience through the right channel at the right time. Carrie's experience includes major global brands, regional non-profits and government agencies. She will develop an effective and efficient media plan and negotiate the media buy for ARR.

Laura Hoke, Director of Public Relations
Laura will be focused on developing and implementing earned media efforts for ARR. She will develop the earned media plan and create press releases, blog posts, news articles, op-eds and media pitches. She will be the agency's main point of contact with media outlets.

Christie Lewis, Operations / Project Manager
Christie runs our operations and project management departments. She oversees invoicing, scheduling, project deadlines, traffic, insurance, and contracts. She ensures we are on time, on budget and that the client-agency processes are efficiently optimized.

* In the cost estimate, we identify staff hours to be allocated to each phase of work vs. identifying the percentage of staff time devoted to the work as this would vary greatly over 12 months.

BETH MCCONNELL

Founder / Chief Creative Officer

BIO:

Beth McConnell brings over 20+ years creative leadership to her role as Chief Creative Officer at Zellmer McConnell. Throughout her career, she's created award-winning work for the best advertising agencies in the country, starting at Chiat/Day in Los Angeles, where she worked on the Apple account and Yahama Motorcycles. Beth went from there to New York, where she produced acclaimed work for Volvo, Club Med and Lean Cuisine. While at Lowe Worldwide, she penned the long running and Kelly Award-winning campaign for Johnson & Johnson, "Having a baby changes everything." Originally from North Carolina, Beth realized her southern style was a great fit for Austin when GSD&M relocated her to work on Walmart and Southwest Airlines. Since forming ZMc, she has continued creating award-winning solutions for clients. In her free time, you can find Beth on the tennis court or hiking through the Hill Country with her two dogs.

MICHAEL RACIS

VP, Director of Account Services

BIO:

Michael Racis has extensive experience developing the kind of brand strategies and marketing plans that inspire the most innovative solutions. A collaborative, results-driven leader, he's developed strategies for world-class brands such as Evian, Mastercard, J.P. Morgan, Intel and Chase Bank. He spent much of his career working with the best in the business like Lintas, Saatchi & Saatchi, Ammirati & Puris, Euro RSCG, and GSD&M. He's also served a 10-year track as VP of Communications and Business Services at Pedernales Electric Cooperative, where he led various initiatives, including Corporate Brand Development, Corporate Research, Integrated Marketing Communications, Corporate Website and Digital Communications, Public and Stakeholder Relations and Legislative Engagement. Michael joined Zellmer McConnell in 2016 as VP, Director of Account Services. Michael is a featured speaker at national and statewide events on topics including Crisis Communication, Corporate Trust, Corporate Social Responsibility, and Consumer Engagement. In his spare time, he spends time with his family, fly fishing or bird hunting.

SHARON MILLER

Strategic Planning / Research Director

Fire Studios

BIO:

Sharon brings 25 years of strategic branding and marketing experience in the fields of qualitative research, trend analysis, focus group moderating and workshop facilitating. She is adept at uncovering insights through her creative approach to research, where she combines deep consumer understanding with business acumen to find inventive strategies for a brand's expansion and success. Often called upon to solve complex business problems, she has a holistic understanding of how solutions work. Over the years she has worked with high profile national brands such as Whole Foods Market, Apple, ESPN, Coca-Cola and Audi, as well as regional clients like the University of Texas, St. Edward's University, Texas Education Agency and Texas Health and Human Services. Sharon lectures at the University of Texas on Branding and Communication and Strategic Positioning. Originally from the UK, Sharon brings the added benefit of a smart-sounding British accent.

CARRIE STEIN

Media Director (Planning / Buying)

BIO:

Carrie has over 20 years of experience in the media industry. She is a native Texan (7th generation) who grew up in San Antonio and has since covered the whole state, either personally or professionally. Her career started in Austin at GSD&M, working on the planning and buying teams for the Texas Tourism, Pennzoil, RC Cola, Chili's, Walmart and Don't Mess with Texas accounts. From there she joined Bradfield Martino as Media Director, where she was brought in to help bolster their research and strategy capabilities. After several years on the agency side, she joined Arbitron (later acquired by Nielsen). There, she held senior level positions consulting with and training ad agencies and marketers across the U.S. on data based solutions to grow their businesses. Carrie has been leading Zellmer McConnell's media efforts for the past three years.

LAURA HOKE

Director of Public Relations

BIO:

Laura began her career as a journalist, reporting for the Associated Press Austin bureau and the Houston Business Journal and editing for the Oakland Tribune and the San Antonio Express-News. In her work at boutique agencies and international firms like Edelman and Weber Shandwick, Laura represented a diverse set of clients, from tech startups like Travelocity.com and eRealty.com to nonprofits like the Texas Association Against Sexual Assault and the Coalition to Invest in Texas Schools. She served as chief of staff for a member of the Texas House of Representatives, oversee-ing legislative priorities, managing traditional and digital communications, and engaging with constituents, coalitions and advocacy groups on behalf of the member. In 2016, she formed Goodgame Hoke Communications, which exclusively focused on nonprofit organizations and advocacy groups based in Texas. GHC represented the Children's Defense Fund-Texas, the Cover Texas Now coalition, Environment Texas, Texas CASA, Texas Impact, Texans Standing Tall, Texas Humane Legislation Network, Texas Association Against Sexual Assault, and Keep Texas Beautiful. She was an adjunct professor at St. Edwards University and served as the pro bono communications director for Austin Pets Alive!.

CHRISTIE LEWIS

Operations / Project Manager

BIO:

Christie Lewis, a graduate of the University of Texas' College of Communications, has 15 years of experience in business administration at some of the region's most notable universities and institutions of cultural arts, including Rice University, St. Edwards University, the Dallas Museum of Art, the Austin Museum of Art and the Art League of Houston. More recently, she managed the transition of the Austin Children's Museum as it rebranded, relocated and grew exponentially into the Thinkery. As Zellmer McConnell's Director of Business Affairs since 2015, she continues to work her magic, creating left-brained systems in a right-brained world.

TAB 7:

PORTFOLIO AND PROJECT MANAGEMENT STRUCTURE

i. **Submit your portfolio showing two (2) to three (3) examples of past messaging and/or branding campaigns. The portfolio may include website design screenshots, logos, past advertisements, blog posts, press releases, newsletter articles, and brochures and/or posters. Each Contractor can be allotted the maximum number of points for this section, depending on the portfolio's quality.**

Please see the following pages for work samples.

THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA)

CHALLENGE

The CTRMA builds toll roads in Central Texas. As such, they are not always the most popular organization. So when they decided to build the first variably tolled Express Lane in the region through the central corridor of Austin (MoPac), the communication challenge was heightened.

Since variable tolling was a new concept for the area, the objectives for communications included not only encouraging use, but also:

- Educating the community on how Express Lanes work
- Educating the community on how variable tolling works
- Communicating the benefits of the Express Lanes to all users of the corridor
- Communicating the Express Lanes are tolled and intended for occasional use
- Generating a more positive perception of the Express Lanes

The CTRMA engaged Zellmer McConnell to develop a multi-media communication campaign to address those objectives and issues.

SOLUTION

Zellmer McConnell was well aware of the challenges. As Austin residents, we are intimately familiar with the daily frustrations of driving in Austin and the anger often directed at the city organizations responsible for transportation.

Consumer research helped us confirm some of these notions and provided additional insight, crystallizing the positioning idea that ***it's not about traffic, it's about time.***

The creative strategy was designed to communicate not that the CTRMA was working simply to give you a shorter commute, it was working to give you more control and to give you the ability to enjoy the things in life that are better than sitting in traffic.

Positioning Statement

Positioning Idea

When you are frustrated by traffic, it's not really about the traffic; it's about the time we are losing sitting there. With the new MoPac Express Lanes, you now have a choice to bypass some of the traffic and ***take back your time***.

Campaign Synopsis

It's MyPac Now.

Austin is too familiar with the tyranny of MoPac over the last couple of years. You've sat on MoPac through missed meetings, deadlines, birthday parties, happy hours and silly weather conditions.
But with the opening of the Northbound MoPac Express Lanes, the tables are turned.
Now, you can own MoPac instead of it owning you.

CREATIVE EXECUTION

Because we knew the CTRMA needed to develop a likable personality, we created a campaign with a human voice. The tone we aimed to strike was of one Austinite talking to another. The multi-media campaign included digital video production, three broadcast spots, web design and development, print, radio, collateral, outdoor and social media. Here are a few samples from that campaign.

'MyPac' TV "MaryBeth"

Busboard Campaign

Full-page newspaper ad

Digital Campaign

Exhibit A

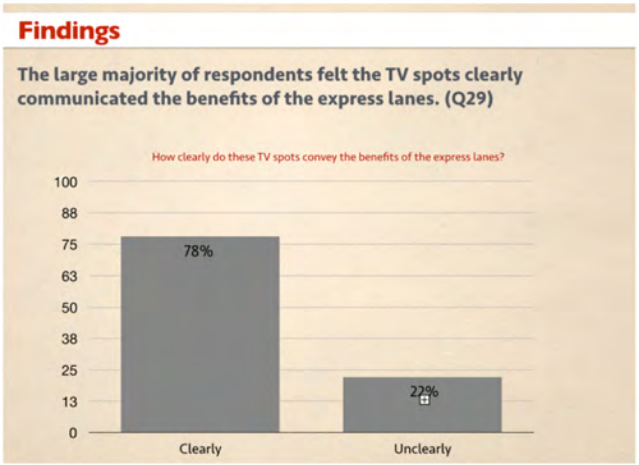
Educational Landing Page

RESULTS

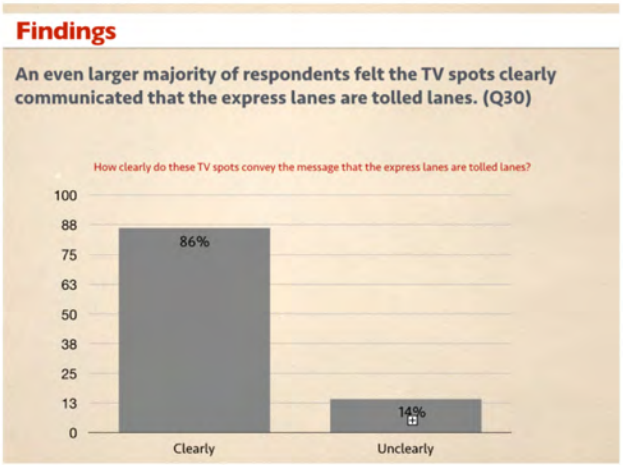
Though independent researchers advised that *"in this charged and divisive category of tolled roads and transportation, an absence of negativity is an indication of at least partial success,"* quantitative research showed that:

the campaign delivered on each of the articulated communication objectives and worked to improve perception.

Communicating the Benefits of the Express Lane



Communicating that the lanes are tolled



In addition, **the Express Lane's usage levels reached projected goals within two weeks of introduction,** well ahead of forecast.

GUADALUPE RIVER TROUT UNLIMITED – TROUTFEST TEXAS

CHALLENGE

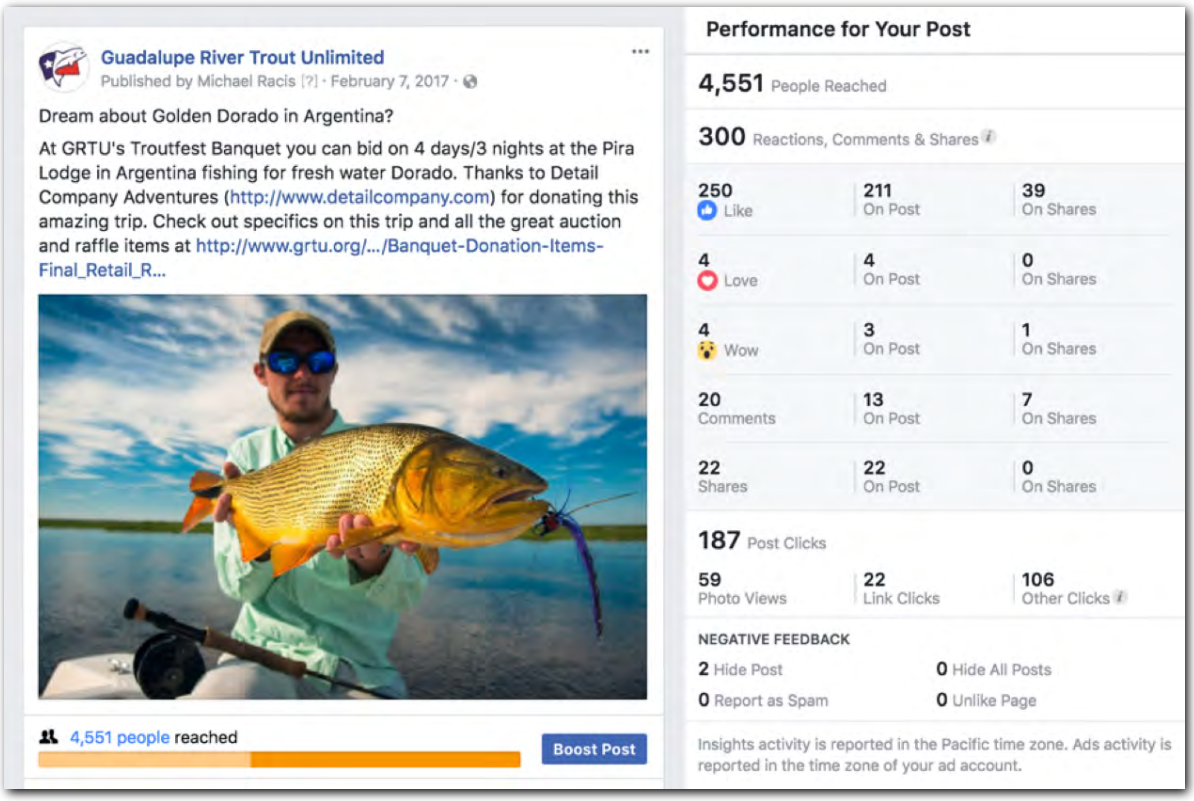
GRTU is a not-for-profit organization whose mission is to conserve, protect and restore fisheries and watersheds for future generations. Since 2008, GRTU has hosted a three-day fundraising event, Troutfest Texas. The event, however, had gone “under the radar,” and attendance and revenue were lagging given the effort to host the event.

In the Fall of 2016, GRTU engaged Zellmer McConnell to create a multi-channel marketing communications effort for Troutfest TX to grow the event’s attendance, revenue and net income through an increase in ticket sales, auction revenue and vendor/exhibitor registration fees. The organization also wanted to grow engagement with its members through social media.

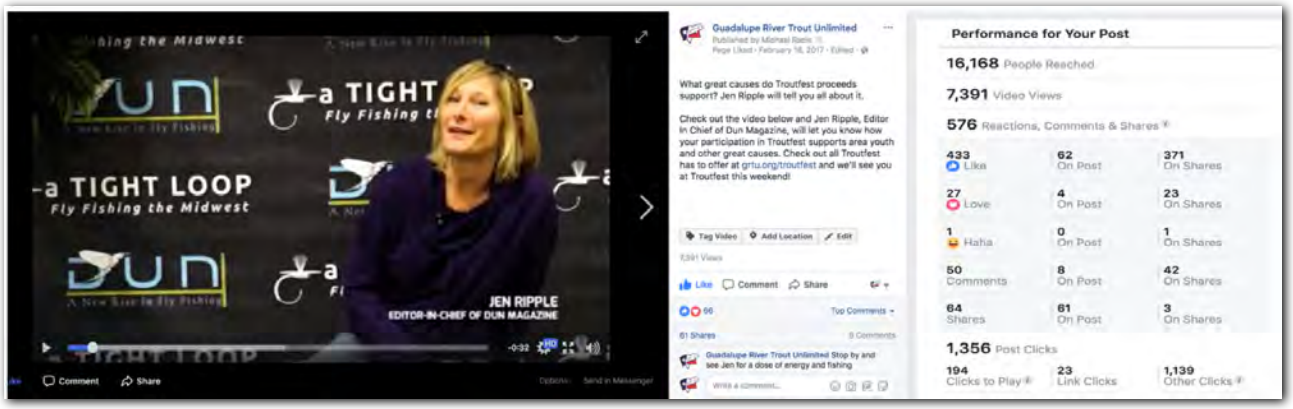
SOLUTION

Zellmer McConnell focused on cost-effective social media and in-store advertising at fishing and outdoor retailers to drive awareness, engagement and site visits. We leveraged well-known fly fishing personalities and event presenters in videos for social posts. We created contests and promotions to drive engagement and highlighted the most unique and compelling auction items to drive bidding.

Facebook Samples



We highlighted the most compelling auction items to drive attendance and bidding.



We leveraged fly fishing celebrities and created videos that drove reach and engagement levels.

In-Store Signage

We created banners and coordinated in-store signage at retail fly outlets and outdoor retailers.

RESULTS

Banquet tickets sold out for the first time (more than a month prior to the event).

Event revenue increased +82% from the prior year.

Net income from the event increased 8x vs. the prior year.

Attendance more than doubled vs. one year ago to +3,000 at the weekend event.

Facebook Page likes increased 130% from 978 to 2,240 in the 5 months we worked on the Troutfest Texas event.

Every vendor/exhibitor at the 2017 event renewed its commitment to attend in 2018 with the exception of one (they had a previous commitment in 2018 and will be back in 2019).

GRTU subsequently engaged Zellmer McConnell for its year-round communication efforts, its "Double Haul for the Coast" effort for Hurricane Harvey Relief and its 2018 Troutfest Texas effort which now includes Instagram and email promotion.

Exhibit A

GRTUs Double Haul for the Coast

ZMc oversaw the design, selected the merchandise and created the promotion for GRTU's "Double Haul for the Coast" for Hurricane Harvey Relief. Proceeds will go to Coastal Bend Disaster

MYSTIC QUARRY RESORT AND CAMPGROUND

MYSTIC QUARRY

seek a higher campground

CHALLENGE

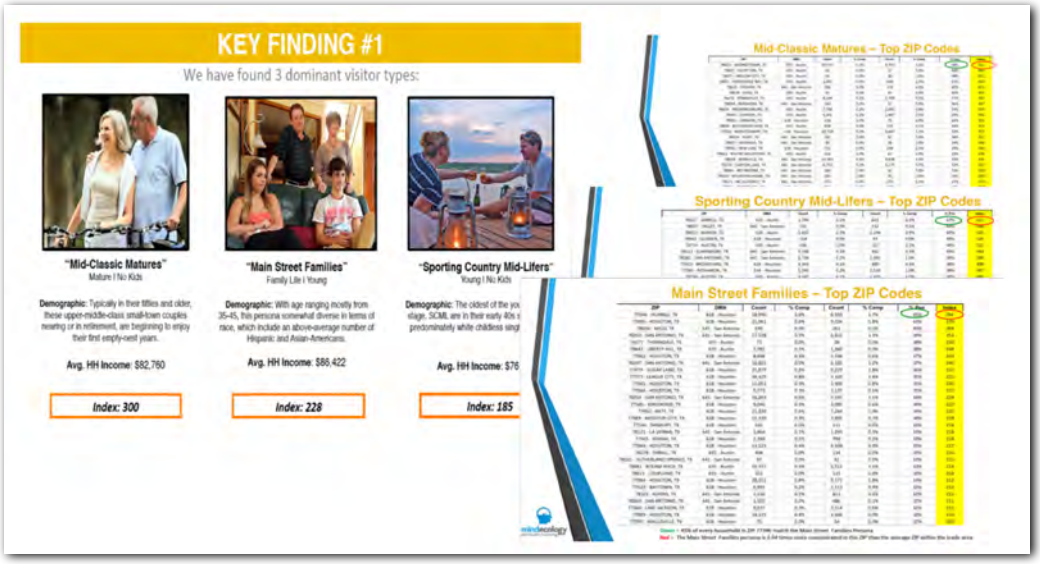
Mystic Quarry is a hospitality concept created by entrepreneurs Jim and Courtney Trent. Their idea was to create a “glamping” resort in Canyon Lake, Texas. While the area has outstanding natural resources, like Canyon Lake and the Guadalupe River, existing hospitality offerings in the area were not particularly upscale.

When the Trent’s approached Zellmer McConnell to launch the concept, they had a name, a location and an idea. The challenge for Zellmer McConnell was to:

- Create an upscale yet approachable brand as an alternative to competitive hospitality offerings
- Identify the key audiences most likely to visit Mystic Quarry
- Create the Mystic Quarry brand positioning and messaging framework
- Create cohesive branding elements across all communication channels
- Drive traffic to a newly designed website

SOLUTION

Zellmer McConnell initiated the effort with an analysis of visitor data and data-based personas of visitors to the Canyon Lake area.



We then developed Mystic Quarry's overall Brand Positioning and Messaging Framework.

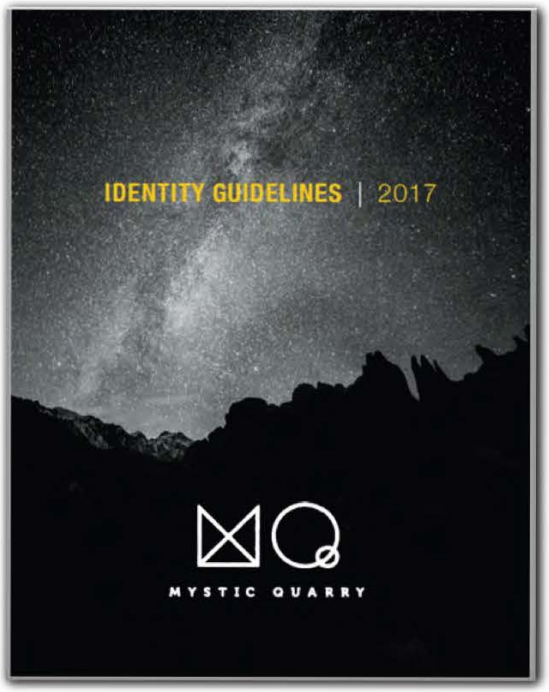
MYSTIC QUARRY MESSAGING FRAMEWORK

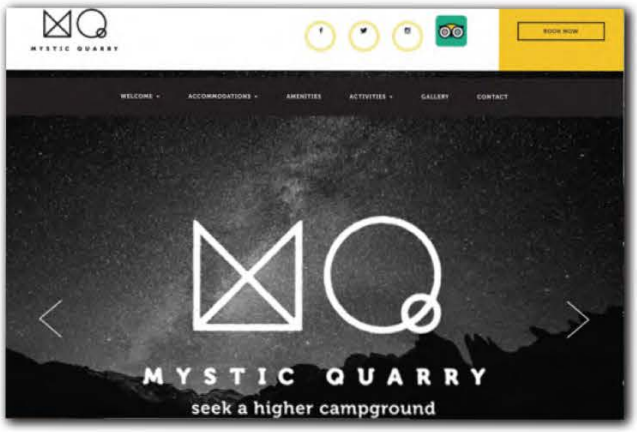
ZMc

BRAND POSITIONING	**Mystic Quarry is a basecamp retreat that uniquely balances a retro/modern style with the natural world, adventure with relaxation and community with escape.**				
MESSAGE PILLARS	A SENSE OF STYLE SHOULD NOT END AT CITY LIMITS	A PERFECT GETAWAY OFFERS ADVENTURE AND RELAXATION, EXPLORATION AND COMFORT, ALL AT THE SAME TIME	IN RESPECTING THE ENVIRONMENT AND ENGAGING OUR GUESTS INTHE NATURAL WORLD	IN SUPPORTING AND FOSTERING A SENSE OF COMMUNITY	OUR SUCCESS IS MEASURED BY THE LOYALTY OF OUR GUESTS AND OUR RELATIONSHIPS WITH OUR PARTNERS AND COMMUNITY
PROOF POINTS	Our cabins and cottages offer: - A touch of urban style in a natural setting - An elevated take on camp furnishings from designers like Joybird and Endever - A surprisingly fun, comfortable and hip combination of Mid Century modern, industrial and eclectic design - Kitchens, lofts, bathrooms, propane and wifi Our tipis are earthy boho with unique bedding, cowhide rugs and fireplaces and electric From our blankets, bedding and artwork to the items in our mercantile, we work tirelessly on every design detail to enhance the guest experience	Retro/modern cabins, tipis and large RV and tent sites in oak groves Watersports on Canyon Lake and Guadalupe River Shopping, restaurants and entertainment in Gruene, Wimberley and New Braunfels Mountain biking Seasonal area festivals and music at White Water Amphitheatre and on-site at w/Mystic Music Nights Heritage Museum Hammocks in an Oak grove 2 Bocce courts 2 Dog Parks General Store w/Book Nook Pool and gym Shower, baths and laundry Conference and meeting rooms Stargazing from the roof deck of our shipping container Sunset from the Quarry	Guadalupe River and Canyon Lake Bee boxes and local honey Hike and bike trails on property Organic garden Chicken coop and fresh eggs Bat boxes and bats Birding	Use of local contractors, vendors and artisans Partnerships with other like-minded local businesses – breweries, wineries, tubing and fly fishing outfitters Gathering places for guests to meet and share stories Communal fire pits The craft beer & wine bar Sunset cocktails in the Quarry Stargazing from the roof deck of our shipping container	We are dedicated to exceeding expectations through: - Simple and easy on-line information and booking - Knowledgeable, attentive, personable staff - Surprisingly thoughtful attention to our amenities, grounds and services - A "win/win" partnership approach to business relationships and community programs

Our logo design not only distinctly elevated the brand from competitors, the ZMc designed logo gave rise to alternate sources of revenue through merchandise sales.

We created brand guidelines and supervised the integration of all design elements across the brand, from website design, signage, collateral, and even their room keys.





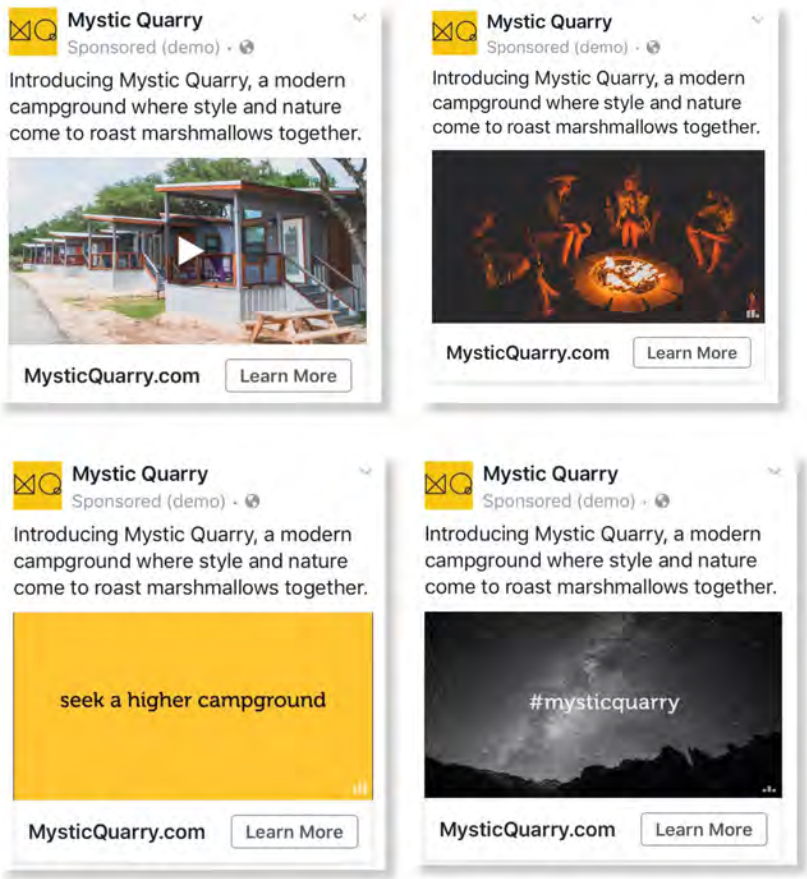
Our editorial calendar guided all social media posts to ensure we delivered on the brand positioning and hit all aspects of the Brand Pillars of the Messaging Framework.

Mystic Quarry Social Media Editorial Calendar
June 29 - July 26, 2017

DATE: Week of	Platform	Pillar	Messaging	Links / Hashtags	Call to Action / Ad Objective	Target Audience	Organic/Paid	Image/Asset	Paid Amplification/Budget
Week 1									
6/29 - 7/5	Facebook	Accommodations / Guest Service	Get 25% when you stay in a tiny house, cottage or tipi July 7-9th	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
6/29 - 7/3	Facebook	Accommodations / Guest Service	Bookings going fast for July 4th weekend. Book now.	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$100
Week 2									
7/6 - 7/12	Facebook	Music under the Stars	Live music every Friday night at Mystic Quarry. Watch from the bocce court, hammocks, lawn, pool or porch of your cabin.	mysticquarry.com	Visit mysticquarry.com / Traffic	Male/Female aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
7/6 - 7/12	Facebook	Style	Glamping!	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
Week 3									
7/13 - 7/19	Facebook	Accommodations/Hill Country Activities	Come spend a girl's weekend at Mystic Quarry. Tiny houses sleep up to 6. Get a 10% discount if you book at least 3 units.	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
7/13 -7/19	Facebook	Accommodations / Activities	Mystic Quarry is fun for the whole family. Bocce, pool, hiking, chickens, bee and bats. Tubing, museums.	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
WEEK 4									
7/20 - 7/26	Facebook	Accommodations / Activities	Host your family reunion at Mystic Quarry. Tiny houses sleep up to 6. Get a 10% discount if you book at least 3 units.	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200
7/20 - 7/26	Facebook	Activities	Nature enthusiasts and animal lovers will love it. Bees, bats and chickens!	mysticquarry.com	Visit mysticquarry.com / Traffic	Females, aged 35+	Paid	Graphics/Copy that encapsulate the MQ brand	$200

And we created a fun, original and engaging social campaign, with creative specifically targeted to each audience persona.

4 slides from a 10-slide video ad



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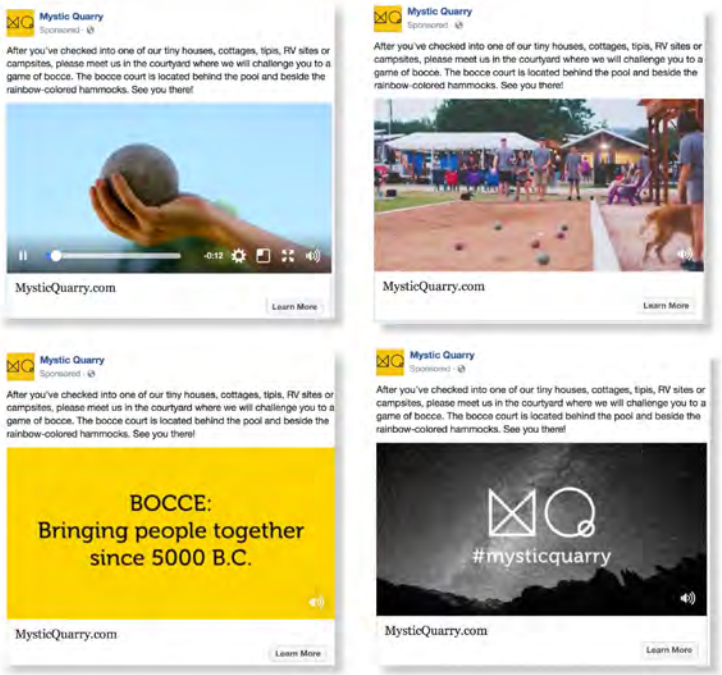

RESULTS

Our social media campaigns for Mystic Quarry gained, on average, a click through rate that was four times the Hospitality/Tourism average, with some of our posts reaching CTRs up to 8x the industry average.

Performance Analysis
March 22 - June 4, 2017

Click through Rate (CTR)

Primitive camping INSTAGRAM	Not Delivering Ad Set Completed	8,693	8,695	$11.50	$0.55	117 Link Clicks	$0.85 Per Link Click	183	2.105%
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MQ Now Open - FACEBOOK	Not Delivering Ad Set Completed	14,6...	18,284	$5.47	$0.07	951 Link Clicks	$0.11 Per Link Click	1,345	7.358%

- **The average CTR in the Travel / Hospitality Industry = 0.9%**
- **Your highest performing ad had a CTR of 7.4, or 8 times higher than average.**
- **Comprehensively, your average CTR was 3.53 or, 4 times higher than average.**

- MysticQuarry.com went from 0 to 6,399 website visitors in 15 days after the launch.
- 68% of web traffic came from ZMc's social campaigns.

ii. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

The following is an organizational chart for the Austin Resource Recovery Marketing Strategy.

KEY TEAM FOR AUSTIN RESOURCE RECOVERY REUSE MARKETING STRATEGY

ORGANIZATIONAL CHART

BETH McCONNELL

Founder / Chief Creative Officer
(Creative Development & Execution)
Central Texas Regional Mobility Authority
Goodwill of Central Texas
Southwest Airlines
City of Austin, Watershed Protection

MICHAEL RACIS

VP, Director of Account Services
(Strategy / Messaging / Client Relations)
Central Texas Regional Mobility Authority
City of Austin, Watershed Protection
Guadalupe River Trout Unlimited
Mystic Quarry Resort
Mastercard International

SHARON MILLER

Strategic Planner / Research Director
(Strategic Research / Consulting)
Central Texas Regional Mobility Authority (CTRMA)
Texas Health & Human Services
Whole Foods

CARRIE STEIN

Media Director
(Media Planning / Buying)
Don't Mess with Texas
Central Texas Regional Mobility Authority (CTRMA)
Texas Department of Agriculture

LAURA HOKE

Director of Public Relations
(Earned Media Strategy)
Texas CASA
Environment Texas
Keep Texas Beautiful
Texans Standing Tall
Children's Defense Fund – Texas

CHRISTIE LEWIS

Operations / Project Manager
(Project Management / Contract Administration)
Central Texas Regional Mobility Authority
City of Austin, Watershed Protection
St. Edward's University
Goodwill of Central Texas

TAB 8:

PROJECT APPROACH

i. Describe your technical plan for accomplishing required work.

Weeks 1 – 6

1. Data Review and Brainstorm/Input Sessions - We will review any and all client provided research and data including, background/program information, current promotional materials, existing studies and consumer research.

We will conduct brainstorming/input sessions to inform the marketing strategy, including:

- One input session with ARR staff
- Two input sessions with nonprofit and resale operators

We will recruit participants from a list provided by ARR, utilize a space at ARR or ZMc offices and only audio record the groups to keep costs down.

ZMc will prepare discussion guides for the sessions for ARR review and will revise as needed. Session topics may include:

- Understanding current perceptions and conditions
- Exploring current barriers and attractors to engagement and participation
- Exploring potential target audiences
- Discussing potential partners, programs and messaging
- Defining clear objectives and goals and understanding success metrics
- Discussing messaging and communication tactics

ZMc will prepare a summary document of the input sessions that will help guide strategic and creative development and submit to ARR.

We would generally recommend consumer research at this point, however, since the RFP states that "ARR will conduct market research to identify the reuse knowledge, skills and motivation of City residents", ZMc will plan to utilize this research to create benchmarks on public awareness and perceptions of ARR's efforts.

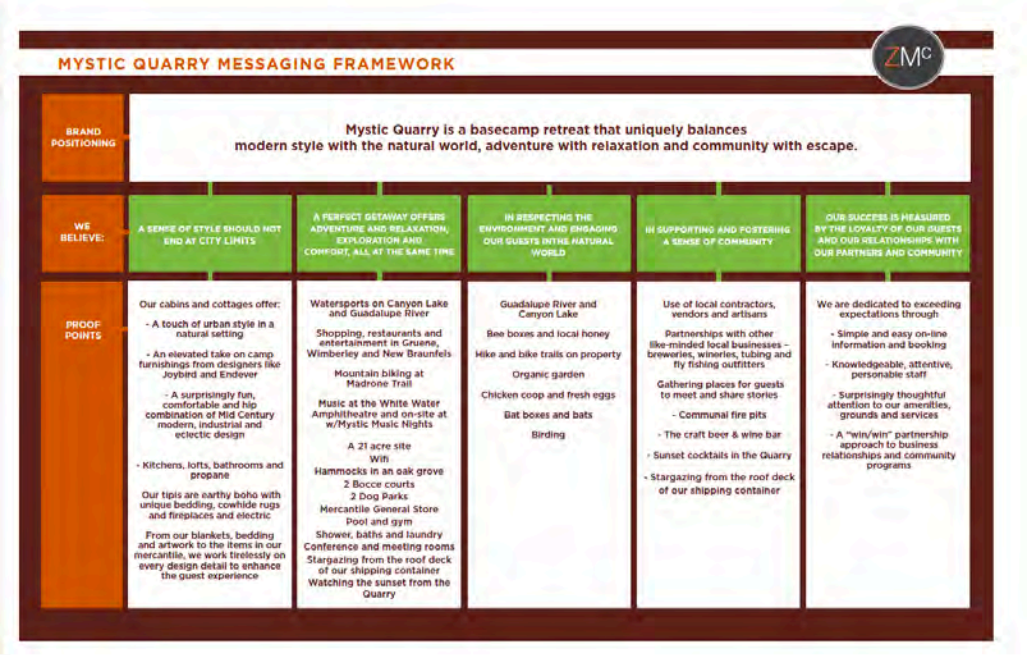
Weeks 7 – 9

2. Define Objectives - We will work with ARR to formalize and articulate the overall goals and objectives for the campaign, which might include:

- Increasing awareness of reuse opportunities and benefits
- Increasing donations to local non-profit and thrift stores driven by ARR efforts
- Increasing web visits for Zero Waste Initiative information

3. Create Messaging Framework/Define Target/Identify Partner Opportunities - We will use the input sessions to develop a strategy document that includes the objectives, defines key audiences, identifies potential partnerships and articulates a compelling and motivating messaging framework for the initiative. We often use a Strategic Messaging Framework that includes the Brand Positioning, Messaging Pillars and Proof Points.

Example below:



Weeks 10 – 13

4. Develop Paid Media Strategy/Plan and Earned Media Strategy/Plan

Media Plan/Buy - We will analyze the target audience(s) media consumption habits, consider available budgets and develop a focused and cost effective media buy. This will include:

- Media plan development, client review, revisions and approval
- Negotiating the media buy with all media outlets
- Maintenance and optimization of media plan
- Invoice auditing and reconciliation

Note that media planning costs do not include the costs for actual purchased media.

Earned Media – We will develop and execute an earned media plan that will include:

- Plan development, client review, revisions and approval
- Development, client review/approval and distribution of press releases, blog posts, op-eds, newsletter articles and pitches to morning news shows.

Weeks 10 – 16

5. Creative Concepts Development - We will develop engaging and persuasive creative concepts that bring the position and messaging to life. We will review several different creative concept directions and collaborate with ARR to decide the strongest creative direction(s) for testing.

6. Creative Testing - We will test the creative via online research amongst the key target audiences to ascertain clarity, understanding, relevance and motivation. This will include:

- Developing survey questionnaire, client review, revisions and approval
- Providing survey, creative materials and overseeing implementation of survey
- Providing survey results and recommendations to client

Weeks 17 – 20

7. Campaign Activation – Based on the research, we will move forward with the most compelling creative concept and revise per consumer input. We will develop all creative materials per the approved media plan and traffic spots to media vehicles.

Creative Development costs in this response do not include costs for photography, video production or print production.

On-going

8. Measure/Analyze/Optimize – We will work with ARR to develop a dashboard of key measures to track effectiveness of the tactics against goals. We will analyze performance and look for ways to optimize the campaign. Our methods to measure campaign effectiveness are generally dictated by the overall campaign goals and the communication vehicles utilized to reach consumers. Below details the type of metrics that we generally track by media vehicle and by stage of consumer journey.

Media	Measure
Digital Marketing	Impressions, awareness, clicks, open rates, click through rate (CTR), conversions
Social Media	Impressions, target reach%, engagement (likes, comments, shares), click, CTR
Broadcast	Gross rating points (GRPs), Cost Per Point, impressions, awareness, reach/frequency, web traffic increases when on
Outdoor/Print	Monitoring and verifying placements and locations ran as ordered
CoAARR Website	Web traffic, traffic sources, bounce rate, top pages, conversion rate, conversion by source
Email	Open rates, clicks, CTR, bounce rate, sharing/referring rate

Stage	Measure
Awareness	Reach, impressions, CPM, page views
Acquisition	Click through rate (CTR), Cost per click (CPC), leads/inquiries
Conversion	Conversion rate, cost per inquiry
Retention	Email opens, email shares, lifetime value
Referral	Referral shares, referral rate

ii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Zellmer McConnell is in compliance with the terms of this Request for Proposal (RFP).

TAB 9:

PROPOSAL ACCEPTANCE PERIOD

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

We confirm that the proposal herein is valid for a period of one hundred and eight (180) calendar days subsequent to the RFP closing date.

THANK YOU

Zellmer McConnell Advertising
2301 East Riverside Drive, Suite A100
Austin, TX 78741
www.zmcadvertising.com
Contact: Beth McConnell
beth@zmcadvertising.com
512-296-2662

City of Austin

Austin Resource Recovery: RFP 1500MHJ3002

Marketing Discussion

ZMc

Beth McConnell | Owner, Creative Director

Michael Racis | Vice President, Director of Client Services

Discussion agenda

- About us
- ZMc social efforts
- Identifying target audiences
- Recruiting for brainstorm sessions
- Budget priorities

About us

- Woman owned, HUB & WBE-Certified
- Founded in 2011
- Serve local, regional & national clients
  - -Central Texas Regional Mobility Authority
  - -Austin Watershed Protection Department
- Model based on senior talent

ZMc Social Media Efforts

MYSTIC QUARRY
seek a higher campground

ZMc: Social Media for Mystic Quarry

Goal: Utilize social media to:

- Generate brand awareness
- Differentiate and elevate Mystic Quarry brand image vs. competitors
- Drive web traffic

Strategy:

- Leverage key differentiators from MQ messaging framework
- Utilize content-specific posts targeting different audience personas

ZMc: Social Media for Mystic Quarry

MYSTIC QUARRY MESSAGING FRAMEWORK

BRAND POSITIONING	**Mystic Quarry is a basecamp retreat that uniquely balances a retro/modern style with the natural world, adventure with relaxation and community with escape.**				
MESSAGE PILLARS	A SENSE OF STYLE SHOULD NOT END AT CITY LIMITS	A PERFECT GETAWAY OFFERS ADVENTURE AND RELAXATION, EXPLORATION AND COMFORT, ALL AT THE SAME TIME	IN RESPECTING THE ENVIRONMENT AND ENGAGING OUR GUESTS INTHE NATURAL WORLD	IN SUPPORTING AND FOSTERING A SENSE OF COMMUNITY	OUR SUCCESS IS MEASURED BY THE LOYALTY OF OUR GUESTS AND OUR RELATIONSHIPS WITH OUR PARTNERS AND COMMUNITY
PROOF POINTS	Our cabins and cottages offer: - A touch of urban style in a natural setting - An elevated take on camp furnishings from designers like Joybird and Endever - A surprisingly fun, comfortable and hip combination of Mid Century modern, industrial and eclectic design - Kitchens, lofts, bathrooms, propane and wifi Our tipis are earthy boho with unique bedding, cowhide rugs and fireplaces and electric From our blankets, bedding and artwork to the items in our mercantile, we work tirelessly on every design detail to enhance the guest experience	Retro/modern cabins, tipis and large RV and tent sites in oak groves Watersports on Canyon Lake and Guadalupe River Shopping, restaurants and entertainment in Gruene, Wimberley and New Braunfels Mountain biking Seasonal area festivals and music at White Water Amphitheatre and on-site at w/Mystic Music Nights Heritage Museum Hammocks in an Oak grove 2 Bocce courts 2 Dog Parks General Store w/Book Nook Pool and gym Shower, baths and laundry Conference and meeting rooms Stargazing from the roof deck of our shipping container Sunset from the Quarry	Guadalupe River and Canyon Lake Bee boxes and local honey Hike and bike trails on property Organic garden Chicken coop and fresh eggs Bat boxes and bats Birding	Use of local contractors, vendors and artisans Partnerships with other like-minded local businesses – breweries, wineries, tubing and fly fishing outfitters Gathering places for guests to meet and share stories Communal fire pits The craft beer & wine bar Sunset cocktails in the Quarry Stargazing from the roof deck of our shipping container	We are dedicated to exceeding expectations through: - Simple and easy on-line information and booking - Knowledgeable, attentive, personable staff - Surprisingly thoughtful attention to our amenities, grounds and services - A “win/win” partnership approach to business relationships and community programs

ZMc: Social Media for Mystic Quarry

Canyon Lake Visitor Profile (Canyon Lake CoC)

We have found 3 dominant visitor types:

"Mid-Classic Matures"
Mature | No Kids

Demographic: Typically in their fifties and older, these upper-middle-class small-town couples nearing or in retirement, are beginning to enjoy their first empty-nest years.

Avg. HH Income: $82,760

Index: 300

"Main Street Families"
Family Life | Young

Demographic: With age ranging mostly from 35-45, this persona somewhat diverse in terms of race, which include an above-average number of Hispanic and Asian-Americans.

Avg. HH Income: $86,422

Index: 228

"Sporting Country Mid-Lifers"
Young | No Kids

Demographic: The oldest of the younger years life stage, SCML are in their early 40s s to 55 and are predominately white childless singles or couples

Avg. HH Income: $76,410

Index: 185

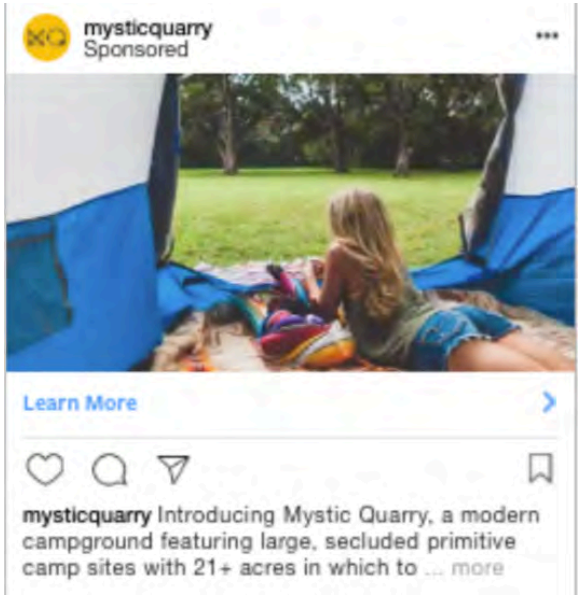
MQ Target Personas (MQ Business Plan)

MQ: Target Audience(s)

- **Families w/older children - travel for vacation and family events**
- **"Winter Texans" – Retired/near-retired, older couples who escape winter months in the north and travel by RV, but occasionally rent cabins**
- **Gen X Couples/Friend Groups - travel for a quick break from the city or to attend local events (music festival)**
- **Millennials – who take part in group outdoor activities**

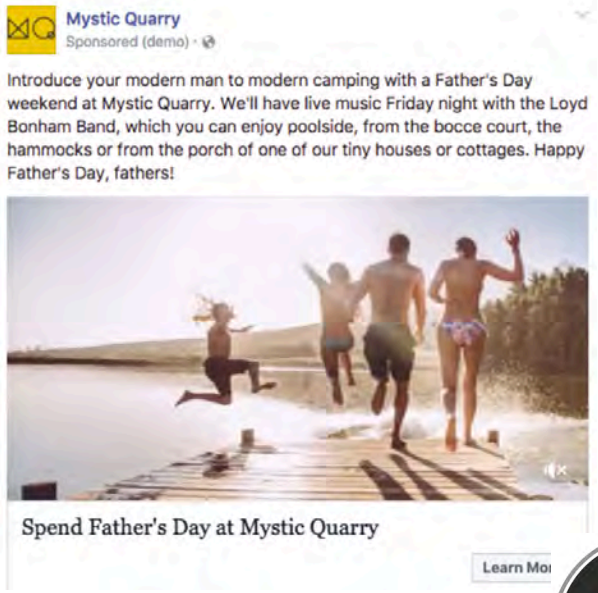
ZMc: Social Media for Mystic Quarry

Millennials

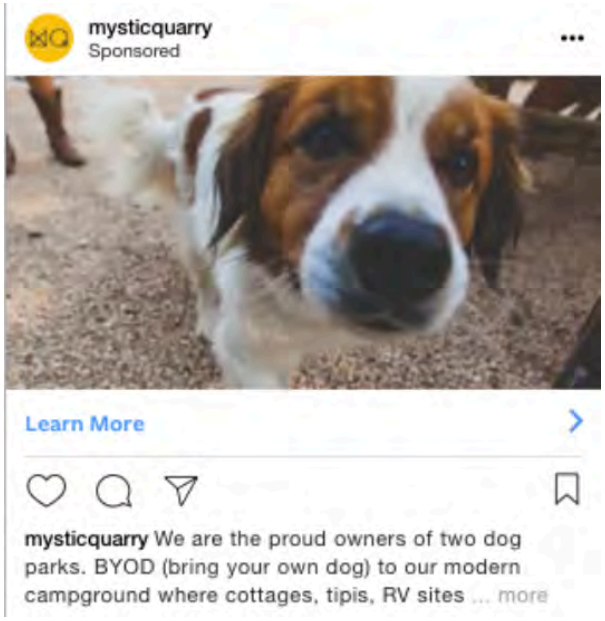


Winter Texans

Families



ZMc: Social Media for Mystic Quarry



ZMc: Social Media for Mystic Quarry

Results:

- Achieved a click-through rate 4x the hospitality industry average of .9%.

Performance Analysis
March 22 - June 4, 2017

Click through Rate (CTR)

Primitive camping INSTAGRAM		Not Delivering Ad Set Completed	8,693	8,695	$11.50	$0.55	117 Link Clicks	$0.85 Per Link Click	183	2.105%
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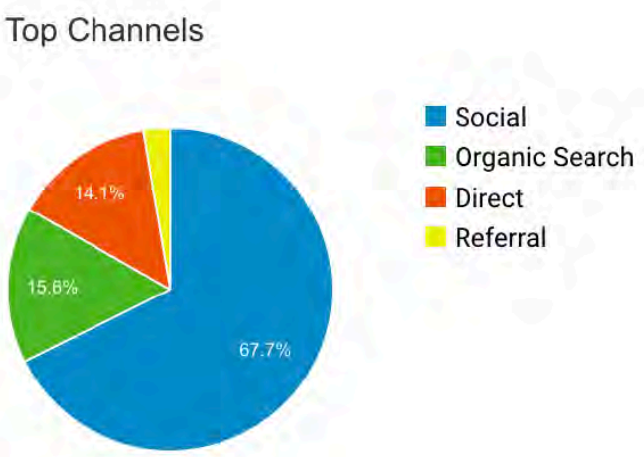
ZMc: Social Media for Mystic Quarry

Results:

- Drove 6,399 web visits with 68% from social efforts



Acquisition

	Sessions	% New Sessions	New Users
	6,399	85.04%	5,442
1 Social	4,329		
2 Organic Search	1,000		
3 Direct	900		
4 Referral	170		

TROUT FEST TX

GUADALUPE RIVER TROUT UNLIMITED

ZMc: Social Media for GRTU

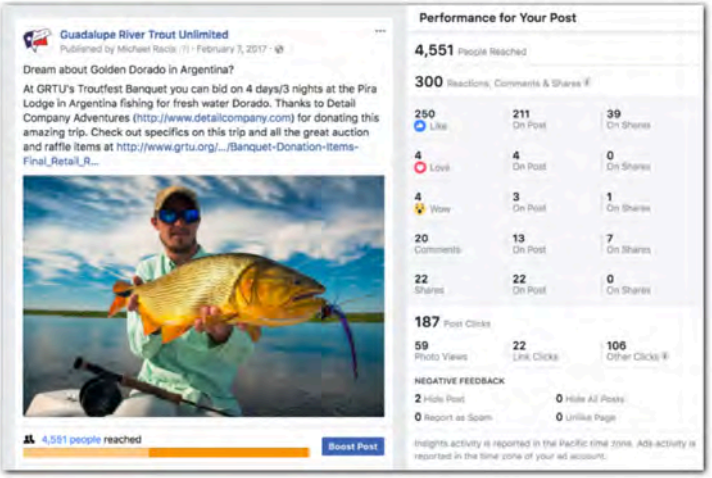
Goal: Utilize social media to increase:

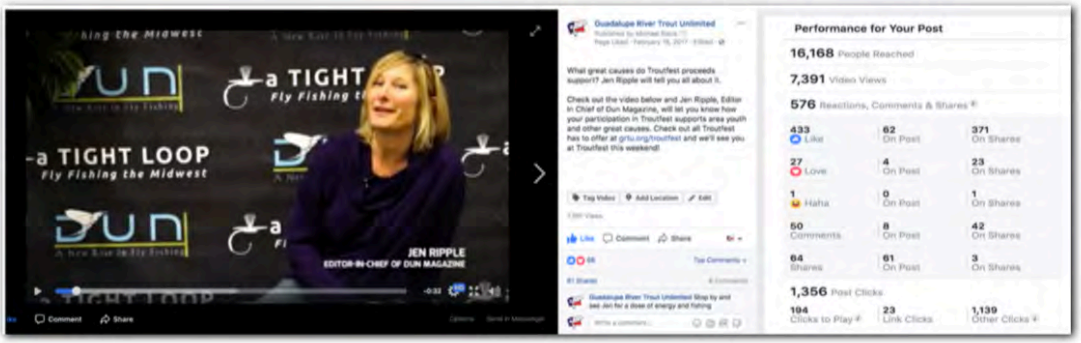
- Awareness of Troutfest TX event
- Engagement in GRTU social efforts
- Attendance and revenue for Troutfest TX

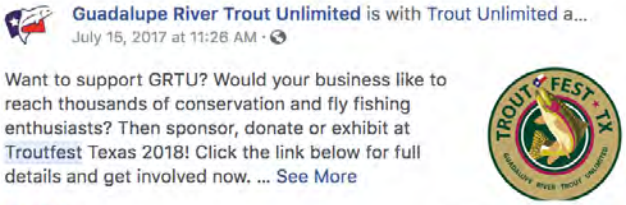
Strategy:

- Utilize fly fishing "celebrities" and focus on exotic trips to increase interest in the event and encourage auctions/bids.
- Target an audience interested in fishing, hunting, boating and camping focused on areas within a two hour drive of the event.
- Leverage partner relationships to increase impressions via shares, re-posts, content

ZMc: Social Media for GRTU







ZMc: Social Media for GRTU

Results:

- Facebook page likes increased 130% during campaign

- Banquet tickets sold out, event attendance more than doubled, revenue increased 82% and net income increased 8x vs. previous year.
- Every vendor renewed commitment to attend the event the following year (except one).

CENTRAL TEXAS
Regional Mobility Authority

ZMc: Social Media for CTRMA

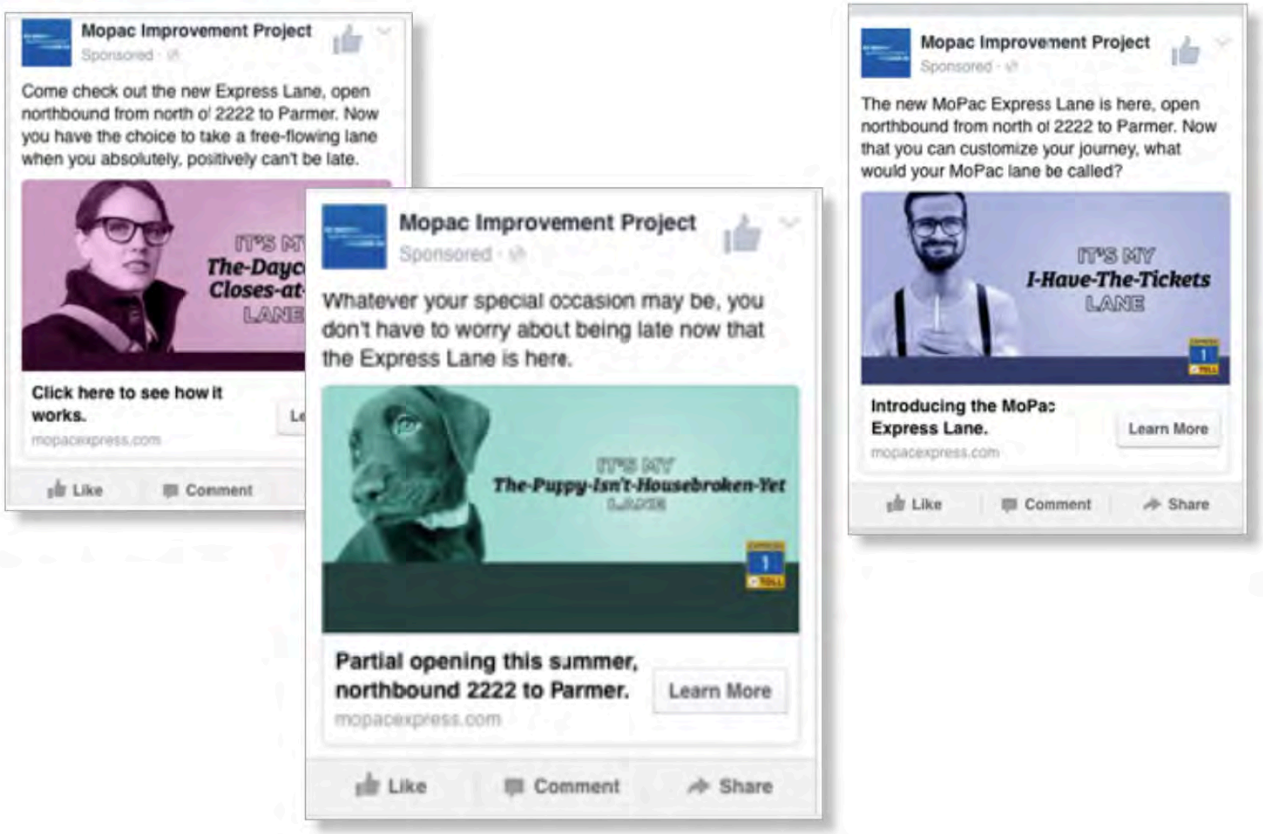
Goal:

- Educate the public about variable tolling and MoPac Express Lane progress
- Increase positive perception of the MoPac Express Lanes – work to stem some of the negative sentiment and media coverage

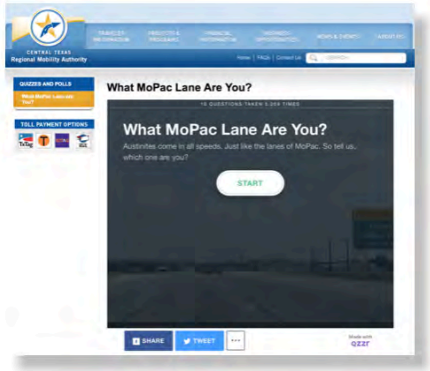
Strategy:

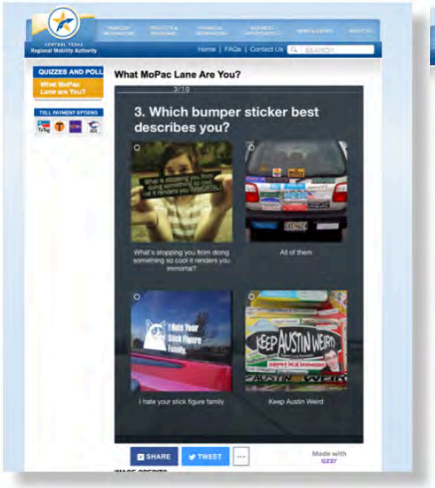
- Extend the educational campaign into social platforms to increase reach
- Explore/leverage unique social platforms to enhance engagement and perception

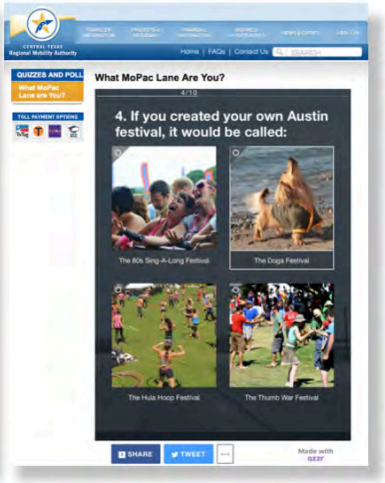
ZMc: Social Media for CTRMA

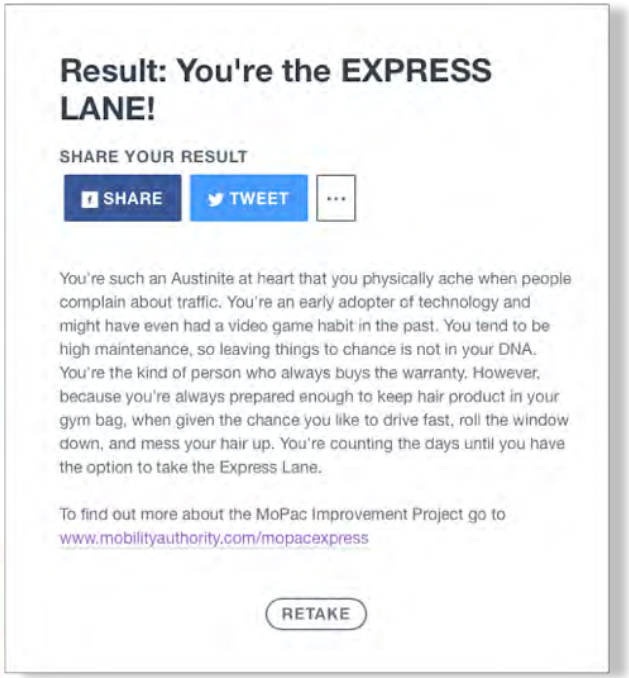


ZMc: Social Media for CTRMA









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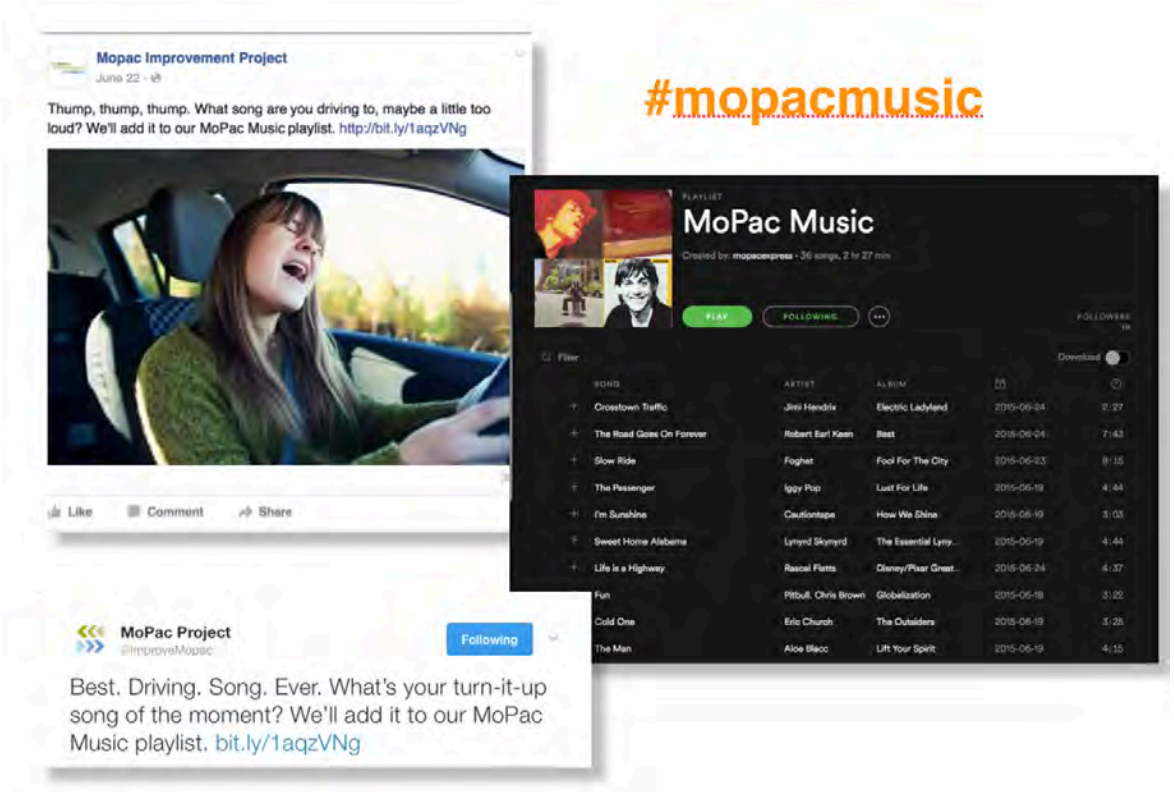

ZMc: Social Media for CTRMA

Central Texas Regional Mobility Authority taking requests for MoPac commuter playlist

Hannah Thornby
June 18, 2015 Filed in traffic.

Photo by Ralph Barrera

Quiz: Which MoPac lane are you?

Hannah Thornby
Updated July 21, 2015 Filed in traffic, Uncategorized.

Photo by Ralph Barrera

After weeks of tweets about traffic and lane closures, the MoPac Improvement Project, now Austin-famous for their "MoPac Commuter Playlist," is up to more social media shenanigans.

ZMc: Social Media for CTRMA

Results:

- Social efforts drove 12,941 unique visitors to the web page
- Generated positive public input
- Generated media coverage that

Identifying/Reaching Target Audiences

Identifying/Reaching Target Audience

- **Identifying target markets:**
  - Define geography
  - Quantitative method – Scarborough, Neilsen local market data
  - Identify audience interests/behaviors aligned with CoA ARR effort:
    - Recycle electronics
    - Participate in energy-savings programs
    - Donate to environmental causes
  - Create demographic profile
  - Identify media usage and behaviors

Identifying/Reaching Target Audience

- **Reaching Diverse Audiences**
  - Review the audience composition in the identified target markets for diversity
  - In digital channels, specifically target audiences to ensure we reach the appropriate level of diversity
  - Review off-line channels and include channels with an appropriate mix of diversity

Recruitment for Brainstorming

Recruitment for Brainstorming

- Identify potential partners
- Introduction letter from CoA ARR
  - Introduce/validate project
  - Identify type of partner/engagement desired
  - ZMc can write letter
- ZMc follow up via email/phone
- Financial incentive for participation
- *Define the brainstorm objectives, desired participation*

Budget & Scope Priorities Discussion

Budget & Scope Priorities Discussion

- Per the response document
  - Budget provided in the Rate Sheet includes *the staff hours* to complete the scope of work outlined in the RFP
  - It *does not* include the costs for purchased media or production (for example video or radio production, printed)
  - If budget cannot be increased from $60k level, consider a digital and earned media effort…

Budget & Scope Priorities Discussion

- Insight + Strategy Development – $10,000
  - Data Review
  - Brainstorming Sessions
  - Define Objectives
  - Target Audience Definition
  - Messaging Framework
- Campaign Development + Implementation - $50,000
  - Earned media plan/implementation
  - Paid media plan/placement
  - Creative development
  - Media buy
  - Measurement/reporting

Budget & Scope Priorities Discussion

- How was the $60k budget established?
- Would you consider revising topics of the partner brainstorming sessions?
- Would you consider creating a simple website or landing page to support the effort?
  - Home base for content
  - Allows for campaign measurement
- How do you feel about an all digital paid plan in year 1 given the budget level?
- Is there a need for both an earned media and a paid media plan?
- Are you looking for a sustaining effort or are you considering focusing on key events?

Year I - Digital + Earned Plan (A)

Description	Cost
Research + Strategy	**$9,950**
Preparation for Brainstorming Meeting	$2,500
Facilitation with Brainstorming Meeting	$3,950
Preparation of Strategy Document	$2,500
Message Strategy Recommendation	$1,000
Media + Creative	**$50,050**
ARR Website or Landing Page	$12,250
Earned Media	$10,000
Paid Media + Creative	$27,800*
- Digital Media Planning*	
- Creative Development*	
- Production*	

Year I - Digital + Earned Plan (B)

Description	Cost
Research + Strategy	**$9,950**
Preparation for Brainstorming Meeting	$2,500
Facilitation with Brainstorming Meeting	$3,950
Preparation of Strategy Document	$2,500
Message Strategy Recommendation	$1,000
Media + Creative	**$50,050**
Earned Media	$10,000
Paid Media + Creative	$37,800*
- Digital Media Planning*	
- Creative Development*	
- Production*	

Digital Marketing Considerations

- Facebook Events – content, blogs, photo solicitation, FB lives to promote special event - focus on target "interest" and engagement
- Local news homepage "takeovers" – buy all the ad space on the local homepage for a single day
- Native ads (incl. social) – CoA ARR content appears in the format of the media channel
- Display ads in email newsletters, ie. Community Impact email digests, Culturemap daily emails, Austin.com e-blasts
- Digital display ads

Thank you.

Exhibit B

<u>Payment Schedule – Based on "Year I - Digital + Earned Plan (B)" from Exhibit A:</u>

The payment schedule is based upon the following rates:

A. Strategic Planning: $147/hour
B. Paid Media Planning/Buying $122/hour
C. Earned Media Planning/Implementation $100/hour
D. Creative Development $167/hour

Item	Description	Amount	Payment Schedule
Message Strategy Development			
1	Preparation for brainstorming meeting	$2,500	Invoice upon acceptance of deliverable.
2	Facilitation of brainstorming meeting	$3,950	Invoice upon acceptance of deliverable.
3	Preparation of Strategy document	$2,500	Invoice upon acceptance of deliverable.
4	Message strategy recommendation	$1,000	Invoice upon acceptance of deliverable.
Media & Creative			
5	Earned media implementation	$10,000 annual total*	Invoice monthly for applicable hourly rate(s)
6	Creative and paid media implementation	$40,050 annual total*	Invoice monthly for applicable hourly rate(s)

The Contractor shall invoice the City for completed work monthly, as specified within the contract. Items 1-4 shall be paid based upon receipt of the deliverables, not at an hourly rate. Items 5-6 may be billed hourly but the Contractor is expected to successfully and fully complete the message strategy recommendation within the allotted budget.

*Budget is subject to change based on final accepted strategy document and message strategy, provided that the total Media & Creative budget for the year does not exceed $50,500.

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marty James/43164	**PM Name/Phone**	Natalie Betts/49235
Sponsor/User Dept.	ARR/1500	**Sponsor Name/Phone**	Sydney Richardson/41899
Solicitation No	RFP 1500 MHJ3002	**Project Name**	Marketing Strategy
Contract Amount	$300,000.00	**Ad Date (if applicable)**	June 11, 2018

Procurement Type

- ☐ AD – CSP
- ☐ AD – Design Build Op Maint
- ☐ IFB – IDIQ
- ☒ Nonprofessional Services
- ☐ Critical Business Need
- ☐ Sole Source*
- ☐ AD – CM@R
- ☐ AD – JOC
- ☐ PS – Project Specific
- ☐ Commodities/Goods
- ☐ Interlocal Agreement
- ☐ AD – Design Build
- ☐ IFB – Construction
- ☐ PS – Rotation List
- ☐ Cooperative Agreement
- ☐ Ratification

Provide Project Description**

The City of Austin seeks qualified Contractors to develop a marketing strategy for Austin Resource Recovery Department ("ARR") to educate, inform, and encourage residents to donate and sell clothing, housewares, and other reusable items to local nonprofit organizations and local shops.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

This is a new ARR project.

List the scopes of work (commodity codes) for this project. ***(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)***

96153 - 97%, 96657 - 3%

Marty James	6/6/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	6/6/2018	**Date Assigned to BDC**	6/6/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☒ Goals	3.94% MBE	4.86% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
☐ Exempt from MBE/WBE Procurement Program	☒ No Goals	

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GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- ☐ Insufficient availability of M/WBEs
- ☐ Insufficient subcontracting opportunities
- ☐ Sufficient availability of M/WBEs
- ☐ Sole Source
- ☒ No availability of M/WBEs
- ☐ No subcontracting opportunities
- ☐ Sufficient subcontracting opportunities
- ☐ Other

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

MBE/WBE to bid as Primes (29)

Subcontracting Opportunities Identified

96153 Marketing Services; 96657 Offset Printing

John Wesley Smith 06.06.18	John Wesley Smith
SMBR Staff	**Signature/ Date**
SMBR Director or Designee	**Date** 6-7-18
Returned to/ Date:	