



Amendment No. 1
to
Contract No. NA190000071
for
consulting on chambers and like business funding process
between
Jeremy Barndt
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding to provide services in an amount not to exceed \$42,000.00 effective 4/3/2019. The City hereby amends the above referenced contract term from 12/17/18 - 12/16/19 to 12/17/18 - 6/30/19.
- 2.0 The City hereby amends the above referenced contract to clarify, replace and add to the Scope of Work (SOW) Section 2 and Section 3 with the following language:

2.7 Stakeholder Meetings. Once the City has approved the proposed funding formula/model, the Contractor shall hold stakeholder meetings with the Organizations to explain the recommended funding formula/model to hear feedback.

Additionally, once the City has approved the proposed Resource Generation Plan, the Contractor shall hold an additional stakeholder meeting with the Organization s to explain the recommended Resource Generation Plan and to hear feedback.

2.8 Reports.

2.8.5 The Contractor shall develop a Resource Generation Plan based on data and information gathered, the Contractor shall use this to assist minority organizations that reside in similar socio and economic environments as Austin, taking into consideration the City's historic, current, and future migration patterns, with a lense for ethnicity, where applicable.

2.8.6 The Contractor shall coordinate with the City's Economic Development Department (EDD) and the City's Equity Office to research and provide a report on a Resource Generation Plan.

2.8.7 Consultant shall present the recommended Resource Generation Plan to EDD and the Equity Office and the affected organizations and then include in the final report.

Section 3. COMPENSATION.

3.2 Payment Schedule

3.2.3 March 30, 2019 \$11,500.00

Milestone:

- A. Present Stakeholder assessment results to Economic Development, Equity Office, and Performance Management.
- B. Interview Chambers that meet equitable criteria
- C. Deliver a full project status report detailing Chamber engagement and city alignment Activities

3.2.4 April 30, 2019 \$3,500.00

Milestone:

- A. Present to prospective Chambers current process
- B. Present final proposed funding methodology to Economic Development, Equity, OPM, Budget, and City Manager's Office as needed

3.2.5 May 30, 2019 \$3,500.00

Milestone:

- A. Present approved funding methodology to participating Chambers
- B. Present approved funding methodology to City Council

3.2.6 June 30, 2019 (retainage) \$3,500.00

Milestone:

Revised 8/4/2014

- A. Submission of Draft Reports by June, including the funding methodology and resource Generation plan for Chamber that meet equitable criteria, 30 days after the final meeting with The stakeholders group (and 15 calendar days thereafter for review of draft report and Comments from the City).
- B. Acceptance of Final Report to the City within 15 days of receiving the City's comments.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/17/18 – 12/16/2019	\$35,000.00	\$35,000.00
Amendment No. 1: Admin increase, SOW change & Term of Contract 4/3/19 – 6/30/19	\$7,000.00	\$42,000.00

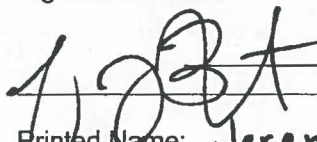
4.0 MBE/WBE goals were not established for this contract.

5.0 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.

6.0 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:

 4/8/19
 Printed Name: Jeremy Barndt
 Authorized Representative

Jeremy Barndt
 2110 W. Slaughter Lane #160-140
 Austin, TX 78748

Signature & Date:

 4/8/19
 Ricardo Zavala, Procurement Specialist III
 City of Austin Purchasing Office

SERVICE CONTRACT BETWEEN THE CITY OF AUSTIN and JEREMY BARNDT

This Service Contract ("Contract") is between the City of Austin ("City"), a home-rule municipality incorporated in the State of Texas, and Jeremy Barndt ("Contractor"), located at 2110 W. Slaughter Lane, #160-140, Austin, Texas 78748.

SECTION 1. INTRODUCTION

The City is developing a new funding process to be used starting October 1, 2019. Through this Contract, the City is engaging the Contractor to develop financial formulas/models for allocating resources to economic development programs. The goal is to develop a formula/model for allocating City funds to local, non-profit, business and economic development-related organizations that results in an equitable allocation of funds between the various organizations. The formula/model will also provide the City with a mechanism for engaging new business and economic development organizations that request City funding in the future.

SECTION 2. SCOPE OF WORK

- 2.1. **Coordination.** The Contractor shall coordinate with the City's Economic Development Department ("EDD"), the City's Equity Office, and the organizations receiving City funding ("Organizations") to collect all data needed to determine a funding formula and/or model including but not limited to:
 - 2.1.1. Historical Funding
 - 2.1.2. Current Contract Deliverables
 - 2.1.3. Economic Development Department Key Performance Indicators
 - 2.1.4. Strategic Direction 2023 goals
 - 2.1.5. Best Practices
 - 2.1.6. Any other data sets the Consultant recommends
- 2.2. **Overview Meetings.** The Contractor may attend overview meetings planned and facilitated by the City to orient the Organizations on Strategic 2023 Direction and Equity Overview at <https://austinstrategicplan.bloomfire.com/posts/3301043-austin-strategic-direction-2023-final>. The City will also provide the Contractor with these documents, the Strategic Direction 2023 link for Cultural Learning and Economic Opportunity & Affordability for review, as well as one FTE hour each week.
- 2.3. **Analysis.** The Contractor shall analyze data gathered through the Chamber Self-Assessment Tool, in which the Contractor will develop this tool in conjunction with EDD and Equity Office staff and through interviews with the Chambers.
- 2.4. **Interviews.** The Contractor shall interview all of the Organizations' executive officers to review their respective Strategic Plans.
- 2.5. **Develop the Funding Formula/Model.** Based on data and information gathered, the Contractor shall develop a funding formula/model that equitably funds the Organizations, and gives the City a mechanism for engaging new business- and economic development-related organizations in the future.
 - 2.5.1. The City expects racial equity to be a factor included in the formula/model. The City defines racial equity as the condition when race no longer predicts a person's quality of life outcomes in our community.
 - 2.5.2. The Contractor shall work with EDD and the Equity Office to further refine how racial equity impacts the funding of the subject organizations.

- F. Develop Chamber Self-Assessment Tool in conjunction with EDD and Equity Office staff and through interviews with the Chambers;

3.2.2. February 28, 2019 \$10,000.00

Milestones:

- A. Administer Self-Assessment and compile results;
- B. Based on data and information gathered, Consultant shall develop Proposed Funding Methodology recommendation that equitably funds the subject organization and give the city a mechanism for engaging new business and economic development related organizations in the future;
- C. Make recommendations regarding procurement strategies and recommendations for chamber contracts;
- D. Make recommendation regarding future City contractual investments related to Strategic Direction 2023 (alignment of statement of work);

3.2.3. March 30, 2019 \$11,500.00

Milestones:

- A. Present Funding Methodology to Greater Austin, Greater Austin Asian, Greater Austin Black, Greater Austin Hispanic, Austin Young, Austin LGBT Chambers of Commerce, and Austin Independent Business Alliance and assess feedback;
- B. Present Funding Methodology to Economic Development, Equity Office, Budget Office and other stakeholders as needed;
- C. Present Funding Methodology to City Manager's Office;
- D. Present Funding Methodology to City Council;

3.2.4. April 30, 2019 (Retainage) \$3,500.00

- A. Submission of a Draft Report 30 days after final meeting with stakeholder group (and 15 calendar days for review of draft report and provide City's comment), and Acceptance of fully document Final Report of the Stakeholder Process to City;

3.3. **Reporting and Invoicing.** The Contractor shall invoice the City according to the payment schedules outlines in Section 3.2.

3.3.1. The City will remit payments to the address specified in the Contractor's profile in the City's Vendor Connection portal. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

- A unique invoice number;
- The City-provided purchase order or delivery order number and the City Contract number, if applicable;
- The name of the Contract Manager;
- The Contractor's name; and
- If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.

3.3.2. All proper invoices received by the City will be paid after the City has accepted the deliverables and approved the invoice for payment. The City has 30 days from the approval of an invoice to make payment.

3.3.3. 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.

3.3.4. 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:

- 3.3.4.1. delivery of defective or non-conforming deliverables by the Contractor, incomplete or non-conforming reports or an invalid invoice;
- 3.3.4.2. 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;
- 3.3.4.3. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.3.4.4. 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;
- 3.3.4.5. 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;
- 3.3.4.6. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation;
- 3.3.4.7. or failure of the Contractor to comply with any material provision of the Contract Documents

3.3.5. Notice is 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 City Code §2-8-3 concerning the right of the City to offset indebtedness owed the City.

3.4. **Non-Appropriation.** 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 will 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.

SECTION 4. TERM AND TERMINATION.

4.1. **Term of Contract.** This Contract shall be effective on execution by both parties, and shall terminate when the final payment is completed for work performed in accordance with Section 2, Scope of Work.

4.2. **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.

4.3. **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 Section 4.2, Right to Assurance, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

- 4.4. **Termination for Cause.** In the event of a default by the Contractor, the City will have the right to terminate the Contract for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within this 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. In addition to any other remedy available under law or in equity, the City will 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. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three years and any Offer submitted by the Contractor may be disqualified for up to three years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5. **Termination without Cause.** The City will have the right to terminate the Contract, in whole or in part, without cause any time with 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 will 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.
- 4.6. **Fraud.** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER REQUIREMENTS.

- 5.1. **Insurance.** The Contractor shall obtain and maintain insurance, during the duration of this Contract and for as long as needed after the Contract terminates, in the types and amounts as follows:
- 5.1.1. General Requirements. Per Section 0300, City of Austin Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- 5.1.1.1. 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 constitutes a default of this Contract.
- 5.1.1.2. 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.
- 5.1.1.3. 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.
- 5.1.1.4. The Certificate of Insurance, and updates, shall be emailed to Dusty.McCormick@austintexas.gov.
- 5.1.2. 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.

5.1.2.1. 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). The policy shall contain the following provisions:

5.1.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2. Contractor/Subcontracted Work.

5.1.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.2. The policy shall also include these endorsements in favor of the City of Austin:

5.1.2.2.1. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.2.2.2. Thirty days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.2.2.3. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.3. 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. The policy shall include these endorsements in favor of the City of Austin:

5.1.2.3.1. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

5.1.2.3.2. Thirty days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage

5.1.2.3.3. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.4. 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.

5.2. **Equal Opportunity.** Neither the Contractor nor the Contractor's agent(s) shall engage in any discriminatory employment practice as defined in City Code Chapter 5-4. No Bid submitted to the City will be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached to this Contract as Exhibit A.

5.3. **Americans with Disabilities Act (ADA) Compliance.** Neither the Contractor nor the Contractor's agent(s) shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA, 42 U.S.C. §12101 *et seq.*

5.4. **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.

- 5.5. **Delays.** 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 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under Section 7.20, Dispute Resolution. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- 5.6. **Force Majeure.** 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 business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
- 5.7. **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City will 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 Public Information Act, Chapter 552, Texas Government Code.
- 5.8. **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.

SECTION 6. INDEMNITIES AND WARRANTIES.

- 6.1. **Indemnity.** THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (THE "THE CONTRACTOR PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE CONTRACTOR IN THIS AGREEMENT OR IN THE CONTRACTOR'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE CONTRACTOR PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. THE CONTRACTOR'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

The City shall give the Contractor written notice of a Claim asserted against an Indemnified Party. The Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the Contractor of any obligations in this agreement.

In no event may the Contractor admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit THE CONTRACTOR's obligations under this Section. The Contractor shall require all subcontractors to indemnify City in the same manner as provided in this Section.

- 6.2. **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.

SECTION 7. MISCELLANEOUS

- 7.1. **Subcontractors.** 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:
- 7.1.1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.
 - 7.1.2. 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;
 - 7.1.3. 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;
 - 7.1.4. 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
 - 7.1.5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 7.1.6. 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.
 - 7.1.7. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 days after receipt of payment from the City.

7.2. **Workforce.** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.1. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.1.1. Use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract.

7.2.1.2. 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.

7.2.2. If the City 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.

7.3. **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.

7.4. **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1. Disposal of major assets;

7.4.2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3. Any significant termination or addition of provider contracts;

7.4.4. The Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5. Strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6. Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7. Known or anticipated sale, merger, or acquisition;

7.4.8. Known, planned or anticipated stock sales;

7.4.9. Any litigation filed by a member against the Contractor; or

7.4.10. Significant change in market share or product focus.

- 7.5. **Right To Audit.** The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City will 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 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.

7.5.1. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

- 7.6. **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.

- 7.7. **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 effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Contractor. Such notice to the City will 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.

- 7.8. **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 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 City and the Contractor shall be addressed as follows:

To the City:

City of Austin
ATTN: Dusty McCormick
P O Box 1088
Austin, TX 78767
Dusty.McCormick@austintexas.gov

To the Contractor:

Jeremy Barndt
2110 W. Slaughter Lane
#160-140
Austin, TX, 78748
jbarndt@sabredev.com

- 7.9. **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 Contract, 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.

- 7.10. **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.
- 7.11. **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 will 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.
- 7.12. **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 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 will 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.
- 7.13. **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.
- 7.14. **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.
- 7.15. **Assignment-Delegation.** The Contract shall be binding upon and inure 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; the intention of the parties is that there be no third party beneficiaries.
- 7.16. **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.

- 7.17. **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.
- 7.18. **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 ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 7.19. **Dispute Resolution.** 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 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 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 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.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 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 30 calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

- 7.20. **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, City Code Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable, if areas of subcontracting are identified.**

If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are

not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

- 7.21. **Jurisdiction and Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Contract, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County, Texas.
- 7.22. **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.
- 7.23. **Holidays:** The following holidays are observed by the City:

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

- 7.24. **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.
- 7.25. **Non-Suspension or Debarment Certification.** The City 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 Contractor certifies that it 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.

- 7.26. **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

JEREMY BARNDT

By: [Signature]
Signature

Name: Jeremy Barndt
Printed Name

Title: Principal

Date: 12/17/18

CITY OF AUSTIN

By: [Signature]
Signature

Name: Joseph McCormick
Printed Name

Title: Contract Administrator

Date: 12-17-18

APPROVED AS TO FORM

By: [Signature]
Signature

Name: Ron Rigott
Printed Name

Title: Asst. City Attorney

Date: 12/18/18

List of Exhibits

Exhibit A Non Discrimination Certification

Exhibit A
City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION

I hereby certify that our firm conforms to the City Code, Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, 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 the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is 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 not engage in any discriminatory employment practice as defined in this chapter.

Dated this 17 day of December, 20 18

Company's Name Sabre Development LLC

Signature [Signature] Printed Name Jeremy Bandt

Title Principal

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

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

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

Contractor's Name:

Sabre Development

Signature of Officer or
Authorized
Representative:

CB

Date:

12/6/18

Printed Name:

Jeremy Barndt

Title

Principal

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

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 6th day of December, 2018

CONTRACTOR

Authorized
Signature

Title

Sabre Development
[Signature]
Principal

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.

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

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

Answer: Resident Bidder

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

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


Answer: N/A Which State: 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

Bidder's Name: Sabre Development

Signature of Officer or
Authorized
Representative:

 Date: 12/4/18

Printed Name: Jeremy Barndt

Title: Principal



CITY OF AUSTIN, TEXAS
Economic Development Department
REQUEST FOR QUOTATION (RFQ)

SOLICITATION NO: 20181022MECA

COMMODITY/SERVICE DESCRIPTION: Develop a financial formula/model for allocating funding to non-profit economic and business development organizations.

DATE ISSUED: October 22, 2018

PRE-RESPONSE CONFERENCE TIME AND DATE: 10:00 a.m. – 11:30 a.m. on November 5, 2018

REQUISITION NO.: 5500-18090700764

LOCATION: Austin City Hall, 2nd Floor, Room #2017

COMMODITY CODE: 91849

QUOTE DUE PRIOR TO: 5:00 p.m. on November 16, 2018

**FOR QUESTIONS ABOUT THE SCOPE OF WORK
CONTACT THE FOLLOWING:**

**FOR TECHNICAL QUESTIONS ON RESPONDING TO THIS RFQ
CONTACT THE FOLLOWING:**

Dusty McCormick
Economic and Business Development Liaison

Blake Smith
Financial Analyst III

Phone: (512) 974-6390

Phone: (512) 974-7618

E-Mail: dusty.mccormick@austintexas.gov

E-Mail: blake.smith@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL: dusty.mccormick@austintexas.gov

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0500	SPECIFICATION	4-8
0600	QUOTE SHEET – Must be completed and returned with Offer	9
0700	REFERENCE SHEET – Complete and return if required	10
0800	NON-DISCRIMINATION CERTIFICATION	11
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	12

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

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

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

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

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

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

Section 0500: Scope of Work**1.0 BACKGROUND and PURPOSE**

The City of Austin ("the City") seeks Consultants qualified and experienced in developing financial formulas/models for allocating resources to economic development programs. The goal is to develop a formula/model for allocating City funds to local, non-profit, business and economic development-related organizations that results in an equitable allocation of funds between the various organizations. The formula/model will also provide the City with a mechanism for engaging new business and economic development organizations that request City funding in the future.

The City currently provides annual funding to the organizations below through its Economic Development Department (EDD). The City has performance-based service contracts with each organization that are not considered grants. The agreements with these organizations contain performance metrics, which must be achieved to receive payment, but the metrics are not consistent for all organizations and may or may not align with the City Council's strategic direction. The organizations currently funded are:

- Greater Austin Asian American Chamber of Commerce
- Greater Austin Black Chamber of Commerce
- Greater Austin Hispanic Chamber of Commerce
- Austin Gay & Lesbian Chamber of Commerce
- Austin Young Chamber of Commerce
- Greater Austin Chamber of Commerce – Opportunity Austin
- Austin Independent Business Alliance

Below is a funding history for each organization since Fiscal Year 2012-2013:

Chamber/Organization	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Austin Independent Business Alliance	\$67,650	\$69,900	\$70,000	\$70,000	\$70,000	\$70,000
Austin Gay & Lesbian Chamber of Commerce	\$153,750	\$153,750	\$166,750	\$153,750	\$153,750	\$153,750
Greater Asian American Chamber of Commerce	\$142,500	\$142,500	\$205,500	\$289,320	\$192,500	\$202,500
Greater Black Chamber of Commerce	\$171,000	\$171,000	\$184,000	\$171,000	\$171,000	\$171,000
Hispanic Chamber of Commerce	\$212,500	\$212,500	\$225,500	\$212,500	\$212,500	\$212,500
Opportunity Austin/Greater Austin Chamber of Commerce	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Total annual requirements:	\$1,097,400	\$1,099,650	\$1,201,750	\$1,246,570	\$1,149,750	\$1,099,750

The funding amounts for each organization were developed at differing times to meet differing purposes, and without a central, consistent funding methodology being applied to all organizations. The funding for the minority chambers of commerce has been in place in one form or another for more than 13 years.

Austin Independent Business Alliance has received funding for 12 years, and Opportunity Austin has received funding for 8 years from EDD and 5 years from Austin Energy.

During the Budget Approval process for Fiscal Year 2017-2018, the City Council directed staff to provide recommendations on methods for equitably funding the Minority Chambers of Commerce and the Austin Independent Business Alliance. Staff subsequently received approval to add the Greater Austin Chamber of Commerce (Opportunity Austin program) and the Austin Young Chamber of Commerce to this process. (Note: The Austin Young Chamber of Commerce has never received systematic funding from the City)

The City's goal is to have a new funding process in place by the beginning of Fiscal Year 2019-2020 (October 1, 2019). EDD plans to take the organizations through a year-long engagement process that will include, but is not limited to:

- Reorientation: The City will train the organizations on the City's Strategic 2023 Direction and Equity Overview, and additional topics.
- Realignment: The City will hold discussions with all organizations on furthering the work of EDD and how that work aligns with the mission of each organization.
- Funding Formula/Model Development: The City will engage a Consultant to develop a funding formula/model that equitably funds the subject organizations, and gives the City a mechanism for engaging new business and economic development-related organizations in the future. The consultant shall deliver a final report on their recommended formula/model, and make presentations to City Management, City Council, the Economic Prosperity Commission and other stakeholders as needed.
- Implementation: Executing contracts with the organizations that reflect the new funding formula/model, and any actions necessary to implement the new funding formula/model.

City staff will lead the Reorientation and Realignment phases, but the Consultant will have the option to attend and observe. The Consultant will not be involved in Implementation.

2.0 SCOPE OF WORK

2.1 Consultant shall coordinate with EDD and the Equity Office as well as the organizations themselves to collect all data needed to determine a funding formula and/or model including but not limited to:

- Historical Funding
- Current Contract Deliverables
- Economic Development Department Key Performance Indicators
- Strategic Direction 2023 goals
- Best Practices
- Any other data sets the Consultant recommends

2.2 Consultant may attend overview meetings planned and facilitated by the City of Austin to orientate the organizations on Strategic 2023 Direction and Equity Overview at the following link:

<https://austinstrategicplan.bloomfire.com/posts/3301043-austin-strategic-direction-2023-final>. The City will also provide the Consultant with these documents, the Strategic Direction 2023 link for Cultural Learning and Economic Opportunity & Affordability for review, as well as one FTE hour each week.

- 2.3 Consultant shall analyze data gathered through the Chamber Self-Assessment Tool, which will be created separately by City staff.
- 2.4 Consultant shall interview all of the organizations' executive officers to review their respective Strategic Plans.
- 2.5 Based on data and information gathered, the Consultant shall develop a funding formula/model that equitably funds the subject organizations, and gives the City a mechanism for engaging new business- and economic development related organizations in the future.
 - 2.5.1 The City expects racial equity to be a factor included in the formula/model. The City defines racial equity as the condition when race no longer predicts a person's quality of life outcomes in our community.
 - 2.5.2 The Consultant shall work with EDD and the Equity Office to further refine how racial equity impacts the funding of the subject organizations.
- 2.6 Consultant shall present the recommended formula/funding model to EDD and the Equity Office, and additional presentation to council.
- 2.7 Once the City has approved the proposed funding formula/model, the Consultant shall hold stakeholder meetings with the organizations to explain the recommended funding formula/model to hear feedback.
- 2.8 Consultant shall deliver to EDD a draft report on the stakeholder process and the final funding formula/model within thirty (30) calendar days following the final meeting with stakeholder group.
 - 2.8.1 The City shall have thirty (30) calendar days to review the draft report and provide comment.
 - 2.8.2 Consultant shall have fifteen (15) calendar days to incorporate the City's comments and deliver the final report.
 - 2.8.3 Make recommendation regarding future City contractual investments related to Strategic Direction 2023 (alignment of statements of work).
 - 2.8.4 Make recommendation regarding procurement strategies and recommendations for chamber contracts.
- 2.9 Consultant shall prepare and make three (3) presentations, two (2) to EDD and one (1) and the Economic Prosperity Commission as needed, and additional presentation.

3.0 Proposal Submission

- 3.1 **Business Organization:** State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein.
- 3.2 **Authorized Negotiator:** Include the name, address, email, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- 3.3 **Concept and Experience:** State your understanding of the requirement presented in Section 2, Scope of Work, and describe at least three (3) non-City projects in which you gathered data and designed a funding allocation formula/model, or a similar formula/model designed to support resource allocation decisions. Describe the following:
- purpose of the formula/model
 - process followed to develop the formula/model
 - the name of the entity for which the formula/model was designed
 - any outcomes that may have resulted from use of the formula/model
- 3.4 **Work Plan:** Describe your Work Plan for achieving the RFQ's Scope of Work. Include a schedule for fully developing the marketing plan and for performing each major task. Include any time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. The City will meet with the successful Proposer following award and execution of the contract to finalize the project schedule.
- 3.5 **Project Management Structure:** Submit a description or organization chart showing how you will organize your staff and resources to ensure deadlines are met in the event of staff absences, equipment failures, etc.
- 3.6 In Section 0700, provide references for at least three non-City marketing campaigns of similar size and purpose.
- 3.7 **Proposals submission**
- 3.7.1 Proposals are due by 5:00 p.m. on November 16, 2018, by email. Please submit proposals to:
- Dusty McCormick
Economic and Business Development Liaison
Phone: (512) 974-6390
E-Mail: dusty.mccormick@austintexas.gov
- 3.7.2 Proposals should be submitted as PDF documents; total file size for attachments should not exceed 3 MB.

- 3.7.3 Proposers should verify with Dusty McCormick that their submission was received because no submissions can be accepted after the deadline.

4.0 Cost Proposal

- 4.1 Fill out Quote Sheet 0600 on Page 9, sign and date, and return with your submittal.
- 4.2 A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. Your cost proposal should include all expenses necessary to perform the scope of work, including overhead and mileage/travel.
- 4.3 Contract not to exceed \$35,000.00.

5.0 Evaluation Factors

- 5.1 Proposals will be evaluated on a 100-point scale according to the following factors:
 - 5.1.1 Strength of Concept and Demonstrated Applicable Experience (Section 3.3) – 45 points
 - 5.1.2 Strength of Work Plan (Section 3.4) – 25 points
 - 5.1.3 Management Structure (Section 3.5) – 20 points
 - 5.1.5 Total Cost – 10 points

Section 0600
REQUEST FOR QUOTATION—QUOTE SHEET
RFQ No.: DMC18101600035

DESCRIPTION: Develop a financial formula/model for allocating funding to non-profit economic and business development organizations.

Quote Due Date and Time: before November 16, 2018 @ 5:00 pm

Submit Responses via email to: Dusty.McCormick@austintexas.gov

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

Description	Hours/Units	Cost per Hour/Unit	Total Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total Proposal Cost			\$ 35,000.00

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

COMPANY EMAIL: _____

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name _____

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

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

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

Section 0800: NON-DISCRIMINATION CERTIFICATION

I hereby certify that our firm conforms to the City Code, Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, 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 the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision 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, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such 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 the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is 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 not engage in any discriminatory employment practice as defined in this chapter.

Dated this ____ day of _____, 20____

Company's Name _____

Signature _____ Printed Name _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

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

Answer: _____ Which State: _____

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

Answer: _____

INSURANCE: Insurance is required for this solicitation.

- A. **General Requirements:** Per Section 0300, City of Austin Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- i. The Consultant shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Consultant shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant.
 - iii. The Consultant must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be emailed to:
Dusty.McCormick@austintexas.gov
- B. **Specific Coverage Requirements:** The Consultant shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Consultant.
- i. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Consultant/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - ii. **Business Automobile Liability Insurance:** The Consultant shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.



City of Austin Economic Development Department
301 W. 2nd Street, Suite 2030, Austin, TX 78701

REQUEST FOR QUOTATION

ADDENDUM #1

Below are responses to questions received concerning: 20181022MECA

1. Question: What is the timeline?
Response: At this time, the anticipated date to submit draft recommendations to Council is June.
2. Question: Is this project to include all Chambers or just those listed on pg. 4 of the RFQ?
Response: The formula the consultant is tasked with creating would ideally be applied to all chambers; at a minimum the formula would certainly be applied to the listed chambers on pg. 4 of the RFQ.
3. Question: Is the hyperlink on pg. 2 of the RFQ correct?
Response: https://www.austintexas.gov/financeonline/afo_content.cfm?s=67
4. Question: Have there been any amendments or changes published since the Pre-Response Conference on November 5.
Response: There have been no amendments or changes published since the Pre-Response Conference on November 5, 2018.
5. Question: Is there a specific timeline expected for the launch and conclusion of this project?
Response: We expect to place a consultant under contract in early December 2018 and conclude in March 2019.
6. Question: Since it's expected to be in place for FY 2019-20 budget, my guess is that you'd want to have this formula by April/May for budget planning?

Response: It is our desire to have the Funding Formula presented to EDD and finalized in February 2019. Additionally, we desire to send the Funding Formula to City Council and incorporate into the financial forecast.

7. Question: If so, we'd need to start as early as December to meet that timeline. Does this sound right or are you expecting it to be delayed and delivered in the summer?

Response: Yes, that sounds correct. We would like to start in early December 2018.

8. Question: Section 3.4: Work Plan for the Scope of Work. It states: "developing the marketing plan" - is this a typo? The scope and background only discuss developing a funding model with no mention of a marketing plan.

Response: Disregard. "Marketing Plan" is a typo. Disregard.

9. Question: Section 0600: Quote Sheet. The total proposal cost is already filled in. Since it's a firm-fixed price project, is it acceptable to simply add one line item with the total quote and then execute this form?

Response: Please be detailed. Cost proposal should be detailed.

RFQ No: 20181022MECA

For further information contact:

Dusty McCormick Economic and Business Development Liaison Phone: (512) 974-6390

E-Mail: dusty.mccormick@austintexas.gov

INSTRUCTIONS TO BIDDERS

RFQ No: 20181022MECA

QUOTE DUE PRIOR TO: 5:00 p.m. on November 16, 2018

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.

Solicitation 20181022MECA

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein.

The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative:

Title: _____

Signature of Officer or Authorized Representative:

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

City of Austin Standard Terms and Conditions Shall Apply

The Standard Purchase Definitions (Section 0100), Solicitation Instructions (Section 0200), and Purchase Terms and Conditions (Section 0300) are hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these documents are available, upon request, in the City of Austin Purchasing Office, 206 E. 9th St., Suite 15.120, Austin, TX 78701, (512) 974-2500 and on the Internet at web site www.ci.austin.tx.us/purchasing.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quote price.

The City reserves the right to accept or reject in part or whole any quote submitted, and to waive any technicalities for the best interest of the City.

Your quote must be submitted on this form. Items quoted must meet or exceed City of Austin Specifications; however, The City of Austin may consider and accept alternate bids, if specified herein, when most advantageous to the City. The City reserves the right to determine "or equal" status.

All offers shall be valid for a period of 90 calendar days unless otherwise noted.

If you have any technical questions regarding this quotation, please contact:

Blake Smith Financial Analyst III
Phone: (512) 974-7618
E-Mail: blake.smith@austintexas.gov

Guaranteed Delivery (calendar days) _____

Above Prices shall be FOB
Destination.
Payment shall be Net 30 unless
otherwise specified.

Ship to:

Bill to:

Signature: _____

COMPANY NAME: _____

TYPE/PRINT: _____

Contact Name

Title

ADDRESS: _____

Business Street Address and/or PO Box No.

CITY

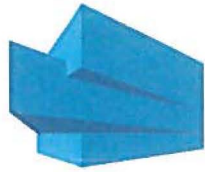
STATE

ZIP CODE

PHONE: () _____ **FAX: ()** _____

COMPANY E-MAIL: _____

FEDERAL TAX ID NUMBER: _____



**Economic
Development**
CITY OF AUSTIN

P.O. Box 1088
Austin, Texas 78767
PH: 512-974-3131 FAX: 512-974-7825
Sylvia Holt-Rabb, Interim Deputy Director
Sylvia.holt-rabb@austintexas.gov

December 4, 2018

Mr. Jeremy Brandt, Principal
Sabre Development LLC
2110 W. Slaughter Lane, 160-140
Austin, Texas 78748

RE: Solicitation No. 20181022MECA

Dear Mr. Brandt:

I would like to thank you for your interest in the responding to the City of Austin's Economic Development Department Solicitation No. 20181022MECA. Congratulations! We are pleased to inform you that you have been selected by an independent panel of evaluators as the winning respondent.

We will begin immediately to acquire information from you so that we can write a contract. Additionally, we are meeting with the Chamber Stakeholders for the Meeting #2 on December 18, 2018. We are attempting to have a contract with you in place by then so that you can attend that meeting as and begin working on the project. Please note, work can't begin until a contract number is provided and a pre-contract kick-off meeting is held.

Thank you for your interest in our work to make Austin a more outcome-based city in terms of its services. We will be in touch soon.

Regards,

A handwritten signature in black ink that reads "Dusty McCormick". The signature is fluid and cursive, with the first name "Dusty" and last name "McCormick" clearly distinguishable.

Dusty McCormick
Economic and Business Liaison