



Amendment No. 5
to
Contract No. NA150000082
for
Citizen Survey and Benchmarking Analysis
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 1, 2020 through January 31, 2021. Zero options remain.
- 2.0 The total contract amount is increased by \$58,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/28/2015 – 01/31/2016	\$58,000.00	\$58,000.00
Amendment No. 1: Option 1 – Extension 02/01/2016 – 01/31/2017	\$58,000.00	\$116,000.00
Amendment No. 2: Option 2 – Extension 02/01/2017 – 01/31/2018	\$58,000.00	\$174,000.00
Amendment No. 3: Option 3 – Extension 02/01/2018 – 01/31/2019	\$58,000.00	\$232,000.00
Amendment No. 4: Option 4 – Extension 02/01/2019 – 01/31/2020	\$58,000.00	\$290,000.00
Amendment No. 5: Option 5 – Extension 02/01/2020 – 01/31/2021	\$58,000.00	\$348,000.00

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

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

Sign/Date: Gregory S. Emas 1/6/2020

Printed Name: Gregory S. Emas
Authorized Representative

ETC Institute
723 West Frontier Lane
Olathe, Kansas 66061
(913) 254-4503
etathametc@aol.com

Sign/Date: Cyrenthia Ellis 1/8/20

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



Amendment No. 4
to
Contract No. NA150000082
for
Citizen Survey and Benchmarking Analysis
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 1, 2019 through January 31, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$58,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/28/2015 – 01/31/2016	\$58,000.00	\$58,000.00
Amendment No. 1: Option 1 – Extension 02/01/2016 – 01/31/2017	\$58,000.00	\$116,000.00
Amendment No. 2: Option 2 – Extension 02/01/2017 – 01/31/2018	\$58,000.00	\$174,000.00
Amendment No. 3: Option 3 – Extension 02/01/2018 – 01/31/2019	\$58,000.00	\$232,000.00
Amendment No. 42: Option 4 – Extension 02/01/2019 – 01/31/2020	\$58,000.00	\$290,000.00

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

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

Sign/Date: Gregory S. Emas 12/20/2018

Printed Name: Gregory S. Emas
Authorized Representative

ETC Institute
723 West Frontier Lane
Olathe, Kansas 66061
(913) 254-4503
etathametc@aol.com

Sign/Date: Cyrenthia Ellis 12/20/2018

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



Amendment No. 3
to
Contract No. NA150000082
for
Citizen Survey and Benchmarking Analysis
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 1, 2018 through January 31, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$58,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/26/2015 – 01/31/2016	\$58,000.00	\$58,000.00
Amendment No. 1: Option 1 – Extension 02/01/2016 – 01/31/2017	\$58,000.00	\$116,000.00
Amendment No. 2: Option 2 – Extension 02/01/2017 – 01/31/2018	\$58,000.00	\$174,000.00
Amendment No. 3: Option 3 – Extension 02/01/2018 – 01/31/2019	\$58,000.00	\$232,000.00

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

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

Sign/Date: Gregory S. Emas 10/25/2017

Printed Name: Gregory S. Emas
Authorized Representative

ETC Institute
723 West Frontier Lane
Olathe, Kansas 66061
(913) 254-4503
etathametc@aol.com

Sign/Date: Linell Goodin-Brown 1-11-18

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NA150000082
for
Citizen Survey and Benchmarking Analysis
between
ETC Institute
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 1, 2017 through January 31, 2018. Three options will remain.
- 2.0 The total contract amount is increased by \$58,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/28/2015 – 01/31/2016	\$58,000.00	\$58,000.00
Amendment No. 1: Option 1 – Extension 02/01/2016 – 01/31/2017	\$58,000.00	\$116,000.00
Amendment No. 2: Option 2 – Extension 02/01/2017 – 01/31/2018	\$58,000.00	\$174,000.00

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

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

Sign/Date: Gregory S. Emas 12/8/2106

Printed Name: Gregory S. Emas, CFO
Authorized Representative

ETC Institute
723 West Frontier Lane
Olathe, Kansas 66061
(913) 254-4503
etathametc@aol.com

Sign/Date: Linell Goodin-Brown 12/31/17

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA150000082
for
Citizen Survey and Benchmarking Analysis
between
ETC Institute
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract with the following:

1.1 Delete Section 1.3 - Term of the Contract, and replace with the following:

Term of Contract. The Contract shall become effective for the initial term on the date executed by the City ("Effective Date") and shall be in effect until January 31, 2016 and may be extended up to five (5) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.2 Delete Section 1.4 - Compensation, and replace with the following:

Compensation. The Contractor shall be paid a total not-to-exceed amount of \$58,000 for the initial Contract term (\$56,200 total for 2,000 completed surveys as shown in the Contractor's Proposal + \$1,800 for miscellaneous expenses that may arise) and a not-to-exceed amount of \$58,000 per extension option for a total contract amount not-to-exceed \$348,000. Payment shall be made upon successful completion of services as outlined in the Contractor's Proposal.

2.0 The City hereby exercises this extension option for the referenced contract. This extension option will be effective February 1, 2016 through January 31, 2017.

3.0 The total Contract amount is increased by \$58,000 for the extension period. The total Contract amount is recapped below:

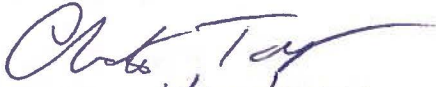
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/26/2015 – 01/31/2016	\$58,000.00	\$58,000.00
Amendment No 1: Option 1 02/01/2016 – 01/31/2017	\$58,000.00	\$116,000.00

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: 1/12/2016
Printed Name: Christopher E. Takem
Authorized Representative


Signature & Date: 1/12/2016
Jonathan Dalchau, Senior Buyer Specialist
City of Austin Purchasing Office

ETC Institute
725 West Frontier Lane
Olathe, Kansas 66061



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 26, 2015

ETC Institute
Chris Tatham
725 W. Frontier Lane
Olathe, KS 66061

Dear Mr. Tatham:

The City of Austin approved the execution of a contract with your company for Citizen Survey and Benchmarking Analysis in accordance with the referenced solicitation.

Responsible Department:	FSD - Budget Office
Department Contact Person:	Kimberly Springer
Department Contact Email Address:	Kimberly.Springer@austintexas.gov
Department Contact Telephone:	(512) 974-2575
Project Name:	Citizen Surveys
Contractor Name:	ETC Institute
Contract Number:	NA150000082
Contract Period:	5/26/2015 – 5/25/2016
Dollar Amount	\$58,000
Extension Options:	Five 12-month options
Requisition Number:	RQM 7400 - 15012600154
Solicitation Number:	RFP ISR0501

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

Sincerely,

Jonathan Dalchau
Senior Buyer
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ETC INSTITUTE ("CONTRACTOR")
FOR
CITIZEN SURVEY AND BENCHMARKING ANALYSIS**

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

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

Capitalized terms used but not defined herein have the meanings given them in Request for Proposal ISR0501 (the "RFP").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The RFP, including all documents incorporated by reference
- 1.1.3 The Contractor's Proposal, dated April 8, 2015, including subsequent clarifications
- 1.1.4 Exhibit A, the City's Non-Discrimination Certification
- 1.1.5 Exhibit B, the City's Non-Suspension & Debarment Certification.

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 RFP as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Proposal as referenced in Section 1.1.3, including subsequent clarifications
- 1.2.4 Exhibit A, as referenced in Section 1.1.4
- 1.2.5 Exhibit B, as referenced in Section 1.1.5.

1.3 Term of Contract. The Contract will be in effect for an initial term of 12 months and may be extended up to five (5) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$58,000 for the initial Contract term (\$56,200 total for 2,000 completed surveys as shown in the Contractor's Proposal + \$1,800 for miscellaneous expenses that may arise). Payment shall be made upon successful completion of services as outlined in the Contractor's Proposal.

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. Section 0500 Paragraph 5.0 of the RFP is modified to add the following:

The report's appendices shall contain tables showing all satisfaction rates broken down by City Council districts.

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

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


ETC INSTITUTE

CITY OF AUSTIN

Christopher E. To Kam
Printed Name of Authorized Person

JONATHAN DALCHAU
Printed Name of Authorized Person


Signature


Signature

CEO
Title:

SENIOR BUYER
Title:

5/22/15
Date:

5/26/2015
Date:

EXHIBIT A
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. 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 and agrees:

- (B) (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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

City of Austin
Minimum Standard Non-Discrimination 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.

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 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 A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 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.

Term:

The Contractor agrees that this Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, 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 payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of May, 2015

CONTRACTOR

Authorized Signature

Title

ETC Institute
Oliver
CEO

EXHIBIT B

City of Austin, Texas

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 Contractor 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.

Dated this 22 day of May, 2015

CONTRACTOR

Authorized Signature

Title

ETC Institute
Chotak
CEO



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

SOLICITATION NO: ISR0501

DATE ISSUED: March 9, 2015

COMMODITY/SERVICE DESCRIPTION: CITIZEN SURVEY AND
BENCHMARKING ANALYSIS

REQUISITION NO.: 7400 15012600154

COMMODITY CODE: 95605 and 96160

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

Irene Sanchez-Rocha
Senior Buyer

Phone: (512) 972-0048

E-Mail: irene.sanchez-rocha@austintexas.gov

Jonathan Dalchau
Senior Buyer

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

LOCATION: Insert address

PROPOSAL DUE PRIOR TO: April 8, 2015 at 3:00 p.m.

PROPOSAL CLOSING TIME AND DATE: April 8, 2015 at 3:00 p.m.

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

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 # ISR0501	Purchasing Office-Response Enclosed for Solicitation # ISR0501
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL, 3 COPIES, AND 1 ELECTRONIC COPY 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	5
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
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

*** 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.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this 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

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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.

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

- 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. The Contractor shall include section a. 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.

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- 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.

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

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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 49. 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

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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.

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- 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

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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.

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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

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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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 Offeror, or Offeror'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 Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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RFP NO. ISR0501**

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 by one (1) week prior to the bid opening date. Submissions may be made via email to irene.sanchez-rocha@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

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- (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.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 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.
 - (a) 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 be in effect for an initial term of twenty-four months and may be extended thereafter for up to four additional 12- month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on 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 twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- THIS IS A 24 MONTH CONTRACT**
FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Finance and Administrative Services
Attn:	Budget Office
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767-8865

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

5. 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>

6. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (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

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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: Producer Price Index Industry Data	
Series ID: PCU5182	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Data processing and related 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

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7. **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:

Kimberly Springer, Deputy Budget Officer

Financial Service Department – Budget Office

City Hall 3rd Floor East

512-974-2575

*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
SCOPE OF WORK FOR A
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
SOLICITATION NO. RFP ISR0001**

1.0 PURPOSE

The Citizen Survey is an attempt to determine the satisfaction of Austin residents and taxpayers with the services provided by the City of Austin (City), and to help identify the mix of programs and services to best meet those expectations. The results of the survey will guide strategic and business planning and budgeting decisions, and provide the City Council and staff with knowledge of the priorities that are pertinent to the residents of Austin. Key service areas will be measured across several outcomes that are relevant to the City to determine the level of emphasis that should be placed when making decisions about where to allocate efforts and expenditures. A well-researched and validated Citizen Survey can serve as a lead indicator of organizational performance and a measure of the impact of City Council and staff decisions.

2.0 BACKGROUND

The City of Austin has been surveying residents since 1990. The survey has traditionally been mailed to resident's homes, with follow-up phone calls to improve response rates. The most recent Citizen Survey was conducted in 2014. The survey results have typically been reported by zip codes. With the recent move to district representation, the 2015 Citizen Survey will be the first time the survey will provide district results.

3.0 SCOPE OF SERVICES

The citizen survey requests feedback on citizen perceptions of service level for many city services, and provides benchmark data and analysis, as well as importance-satisfaction analysis.

- A. The selected vendor shall provide overall management including the design of the Citizen Survey instrument, administration of the survey, and the submission of a report on the results. The selected vendor shall present a proposed sampling plan to ensure responses can be reported at the City Council district level. The suggested methodology should identify how to ensure statistically valid data that reflects the demographic diversity of Austin and provide geographically dispersed responses by the ten Council districts. The method of administration for the Citizen Survey shall utilize two (2) or more of the following media to maximize citizen survey responses across the widest possible demographic: telephone, short message service (SMS), email, online, and/or regular mail. If an electronic survey option is utilized, it should be designed to save partially completed surveys, and to not "time out" on the user. It also should be hosted on a non-City of Austin website, but reflect the City as the owners of the data, and ensure respondents understand that the survey is being done by the City of Austin and on behalf of the residents of the City of Austin and is confidential.
- B. The selected vendor shall work with the City to refine the 2014 Citizen Survey instrument as opposed to recreating it. The questions should include "Yes" or "No" responses, use a scale of "Very Satisfied", "Satisfied", "Neutral", "Dissatisfied", "Very Dissatisfied", and "Don't Know" responses, and also use some open-ended questions. The consultant shall add a ranking/prioritizing of services question to the survey and shall work with the City to develop a question format that best meets the City's needs. This shall include participation in planning meetings with staff. In addition, the consultant shall work with staff to ensure that the survey questions continue to relate to specific areas of our performance measures and other issues of interest to the City. The survey tools shall be available in Spanish. The successful vendor shall provide a phone number for Spanish-speaking citizens to access for assistance. Bidders shall be required to arrange for the printing and mailing of the survey, as well as any online survey development. The proposal should include the pricing costs associated with all survey methods used. The successful vendor shall incorporate a 1-page invitation letter with all survey methods used. The City will provide the invitation letter.
- C. Before the Citizen Survey is implemented, the instruments used for the survey shall be pre-tested with at least 20 residents before the survey is administered and refined if necessary.
- D. Survey results should include an appropriate weighting process to ensure that results are representative of the Austin's population. Tabulated data should be compiled and reported at the City and Council district level. The City will provide access to GIS data to facilitate this activity. Report survey results on an interim and final basis to the City.

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SCOPE OF WORK FOR A
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
SOLICITATION NO. RFP ISR0001**

- E. The City desires to gain information important for decision-making. Importance-satisfaction analysis is used to target resources towards services with the highest importance to citizens, as well as to those services where citizens are the least satisfied. This importance-satisfaction analysis is critical to the City for identifying service areas for improvement.
- F. The selected vendor's survey staff shall be trained in the areas of survey methodology and statistical data analysis. Resumes of all individuals involved in the project shall be provided. The vendor shall provide references from at least three previous or current clients, as well as examples of previous similar work.
- G. The successful vendor shall collect, compile, analyze, and report the survey data results. State of the art survey methodologies and statistical analysis techniques will be used. In addition to the Citizen Survey, the selected vendor shall provide national benchmarking data from at least 30 North American cities with a population of more than 250,000 residents, and must include the following Texas cities: Arlington, Dallas, Ft. Worth, San Antonio, Houston, Plano, and Austin.
- H. The Citizen Survey project shall require a written report that summarizes the findings and results of the surveys, benchmarking, and importance-satisfaction analysis.
- I. Provide a report and presentation (in PowerPoint or similar format) to the City based on the schedule of final survey results. The successful vendor shall provide two (2) versions: one should be 20-30 minutes presentation for City staff, and the second should be a high-level City Council/executive briefing of no longer than 15 minutes.

4.0 PROJECTED TIMELINE

The following tentative schedule has been established to provide the selected vendor with the approximate time required to implement the process to the point of project completion.

May-June, 2015	Refine the 2014 Citizen Survey tool; Determine survey tools to be utilized; Finalize survey instruments for pre-test, Select pre-test participants; Run pre-test; Pre-test feedback & discussion; Finalize survey tools; Develop electronic survey/web-test survey (if appropriate) and test survey instrument; Finalize sampling plan; Collect and tabulate benchmark data. Deliverables: (1) sampling methodology, (2) draft survey tools, (3) documentation of pre-test and results, (4) final survey tools.
July- August 2015	Print and distribution invitation letter; Administer survey; Collect and tabulate benchmark data. Deliverables: (1) interim results, (2) interim survey results.
September 1-15, 2015	Finalize tabulation of survey and benchmark data results; Prepare and Deliver Draft Final Report for review by City. Deliverables: (1) Final survey results, (2) Draft final report, appendices, and presentation materials.
September 16-30, 2015	Submit the Final Report. Deliverable: (1) Final report, appendices, and presentation materials, (2) final report in .pdf format, (3) survey data files in Excel.
October 2015 (TBA)	On-site presentation

**CITY OF AUSTIN
SCOPE OF WORK FOR A
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
SOLICITATION NO. RFP ISR0001**

5.0 REPORT FORMAT

A comprehensive written report on the Austin Citizen Survey results and data analysis shall be provided to the City. The report shall capture the results of the survey questions; shall identify trends, key findings, and other relevant data. The basics of the report shall include an executive summary, methodology, and a main section describing the results, and charts and graphics that illustrate the survey findings. The report shall also contain a comparison and analysis of most recent survey data with previous year's results as determined by the City. The specific report format shall be established during the survey development process and shall be based on the complexity level of statistical analysis that the City desires for the project. Previous reports should be used as a guide for the report, appendices, and presentation and can be found at https://www.ci.austin.tx.us/financeonline/finance/financial_docs.cfm?ws=1&pg=1&tab= in the "Performance Reports" tab

6.0 REPORT COPIES

At the conclusion of the work for the project, the selected vendor shall provide the final report and appendices in .pdf format and the survey data file in Excel format.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP ISR0001
CITIZEN SURVEY AND BENCHMARKING ANALYSIS**

1. PROPOSAL FORMAT

The Proposer shall provide one (1) original, four (4) printed copies of their proposal, and one (1) electronic version of the complete proposal. **The electronic proposal shall be saved as a single PDF file copy of the original submitted paper proposal.** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

Throughout proposal, provide details, pictures, graphs, examples, and any additional information that Proposer feels clearly demonstrates to the City Proposer's complete understanding of the requirements of this Request for Proposal.

The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of Proposer's organization and identify parent company if a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether your company operates as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II – Understanding Scope of Services:** Provide, in detail, your understanding of the requirement presented in the Scope of Work of this request for proposal and your firm's ability to perform the services as presented in this Request for Proposal. Include industry information, charts, graphs, or any other information you deem necessary to evaluate your proposal.
- C. **Part III – Proposer's Program and Plan:** Describe Proposer's program and plan for accomplishing the required work as stated in the Scope of Work. Include any time-related displays, graphs, and charts as necessary to Proposer's plan for accomplishing required work.
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. **Payment Methodology:** The progress payments, including values, you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon performance of final task.
 - vi. 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)
- D. **Part IV - Management Structure:** Provide a general explanation and chart which specifies leadership, reporting responsibilities, and the team/personnel that will interface with 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.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP ISR0001
CITIZEN SURVEY AND BENCHMARKING ANALYSIS**

- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2003. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- a. Summarize details on the type of data collection and benchmarking for the various locations Proposer currently and/or previously provides citizen survey data.
 - i. At a minimum, provide at least four (4) different survey data results.
 - ii. Include the size of the city, city name and data collected.
- F. **Part VI – Personnel (Item 4 of Section 0500, Scope of Work):** Include names and qualifications of all 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 resumes (if applicable).
- a. Provide resumes (if applicable).
 - b. Give a description of any training provided for personnel.
 - c. Provide a copy of Proposer's customer survey policy.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII - 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.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP ISR0001
CITIZEN SURVEY AND BENCHMARKING ANALYSIS**

- c. If a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.
 - d. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying 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>
 - I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
 - J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
 - K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in Proposer's organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
2. **EXCEPTIONS:**
- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
3. **PROPOSAL PREPARATION COSTS:**
- All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **EVALUATION FACTORS AND AWARD**
- A. **Competitive Selection:** This procurement will comply with applicable City Policy. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP ISR0001
CITIZEN SURVEY AND BENCHMARKING ANALYSIS**

B. Evaluation Factors: 100 points

a. Proposer's Program and Plan (35 points)

The proposed program thoroughness and applicability of the proposed tasks and methodologies for accomplishing the requirements detailed in the scope of work.

b. Management Structure, Prior Experience, and Personnel (20 points)

The Proposer clearly demonstrates its experience qualifications, documented experience innovations, and processes in developing, conducting, and analyzing citizen surveys/benchmarking importance-satisfaction analysis.

c. Understanding of Scope of Services (15 points)

The Proposer's response clearly demonstrates its understanding of the scope of services and its ability to perform those services as indicated by the survey and report sample(s) submitted; the applicability of past performance as described by direct and indirect references in developing, conducting and analyzing citizen surveys.

d. Local Business Presence (Maximum 10 points)

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

e. Cost (20 Points)

f. Optional Interview (Maximum 25 Points)

Interviews may be conducted at the discretion of the City and may be awarded up to a maximum of 25 points for the interview, thereby establishing 125 as the maximum points available for Proposers (Total maximum points will be 100, if no interviews are conducted). The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation.

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. 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, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the 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 _____

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

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

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

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

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

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

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

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

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

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

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

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

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____



**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 1

Date of Addendum: March 25, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

- Q1:** Is there a reason you have not extended the contract with your current survey vendor, instead of going out to bid? Why is the City conducting this RFP?
- A1:** This is a new multiyear contract for the City. Previous citizen surveys were performed through yearly purchases.
- Q2:** What was the budget for your last survey and what is the budget range for this survey?
- A2:** The previous citizen survey was awarded for \$36,970. The budget for this solicitation is dependent on the estimated yearly costs negotiated with the recommended proposer.
- Q3:** Have you always had a formal preference for Austin vendors or is that new for this iteration of the survey?
- A3:** The City adopted the practice of giving local vendors preference in 2012 for all formal solicitations. For Request for Proposals, this is a maximum of 10 points award to a proposer located within the City of Austin Corporate Limits as indicated on the 0600 – Proposal Preparation Instructions and Evaluation Factors.
- Q4:** Who is the incumbent firm for this survey contract? How many years has their contract been active?
- A4:** The previous contract was awarded to eTc Institute and was active for one citizen survey.
- Q5:** What criteria are important in selecting a marketing research/polling firm? How would you rank the criteria?
- A5:** The proposals will be evaluated based on the criteria described in Section 4.B. of the 0600 – Proposal Preparation Instructions and Evaluation Factors.
- Q6:** Do you have a timeline for making the decision?
- A6:** The proposals will be evaluated within a few weeks after the due date. The timeframe for a contract award will be determined based on the negotiation and contract approval process. It could take up to 10 weeks to complete depending on the Council approval process.
- Q7:** Are there any special circumstances or "hot buttons" of which we should be aware?
- A7:** There are not any special issues that we know about.
- Q8:** What kind of relationship do you want with your survey vendor?
- A8:** We would like to have an open and positive relationship with the winning proposer.

Q9: What role will price play in the decision? What issues are of concern about pricing?

A9: Pricing will account for 20% of the points awarded during the evaluation process as indicated in Section 4.B of the 0600 – Proposal Preparation Instructions and Evaluation Factors.

Q10: Are there documents we should review or people we should speak with prior to responding?

A10: As indicated in Section 5.0 of the 0500 – Scope of Work, the previous reports can be viewed at: https://www.ci.austin.tx.us/financeonline/finance/financial_docs.cfm?ws=1&pg=1&tab= in the "Performance Reports" tab.

Q11: Who is responsible for managing the competition process (not the RFP submission process)? Who else will be involved in making the decision?

A11: The City Purchasing Office is managing the decision process. A group of evaluators from various City departments will be used as evaluators.

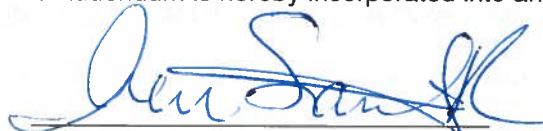
Q12: How many other firms are competing? Which other firms are competing and which representatives from those firms? Are we able to access a list of participants?

A12: This is a formal solicitation and is open to all interested proposers. We do not know who will submit a proposal until after the solicitation closes.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/25/2015
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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



**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 2

Date of Addendum: March 31, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

Q1: Is there a sample of the survey?

A1: This is the link https://assets.austintexas.gov/budget/14-15/downloads/2014_AustinDF_Final_Report.pdf.

Q2: Length of survey (#of pages)?

A2: The length of the survey is in the in the sample survey.

Q3: Contents of outgoing mail packet (survey, cover letter and BRE?)

A3: The content of outgoing mail packet, survey, cover letter and BRE is for the proposer to decide and propose based on what they determine will achieve the goals of this project.

Q4: Quantity to be mailed?

A4: The quantity of surveys to be mailed is for the proposer to decide and propose in their solicitation response.

Q5: Any follow-up mailings, postcards, etc..?

A5: Any follow-up mailings, postcards, etc.. of surveys is for the proposer to decide and propose in their solicitation response.

Q6: Expected response rate via mail?

A6: The expected response rate via mail is for the proposer to decide and propose in their solicitation response.

Q7: Any historical information available related to the average number of comments/characters per survey?

A7: This information may be viewed in the published 2014 survey.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:



Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/31/2015
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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



**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 3

Date of Addendum: March 31, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

Q1: The RFP specifies some very stringent benchmarking requirements that severely limit a competitive bidding process. To what extent is the City open to alternative benchmarking capabilities?

A1: The City is interested in achieving the results as detailed in the RFP scope of work.

Q2: We reviewed the 2014 Citizen Survey Report, can you confirm that the sample size was 1,225 completed surveys for a total budget of \$36,970? This computes to \$29.25 per complete which is significantly below the industry average for a general population survey with reporting and analysis. The report does not include a detailed methodology except that it implies that the research was done using a mixed mode methodology and that the telephone follow-ups include both landline and cell phone sample was included (n = 584). But there are very limited details regarding the actual methodology used. Can the city provide a full description of the methodology – i.e., what percentage of the telephone completes (n = 584) were with cell phone versus landline sample elements, how many mailings were sent, what percent of the online completes came from the actual mailing versus general outreach (e.g., through SMS. We would also appreciate knowing the source of the address-based sample that was used for the initial mailing. And the source of the follow-up cell phone sample?

A2: The contract with the vendor to complete the 2014 survey and other deliverables was for \$36,970. As stated in the 2014 Citizen Survey Report, 1,225 complete surveys were received. The information presented in the report about methodology is all that the City has available.

Q3: The RFP clearly states a preference for importance-satisfaction analysis which can be done in many ways. But then goes further to state that the consultant shall add a ranking/prioritizing of services question to the survey suggesting a preference for a specific methodology? To what extent is the city open to alternative methodologies from the importance-satisfaction analysis it has used in previous research.

A3: The City is interested in achieving the results as detailed in the RFP scope of work.

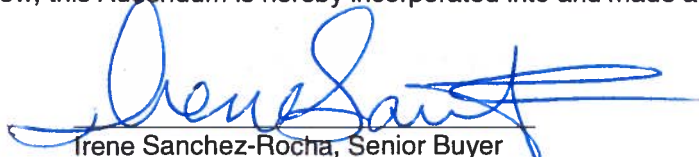
Q4: And finally, as a general over-riding question--to what extent is the city open to alternative solutions and methodologies versus a continuation of what was done in the previous research??

A4: The City is interested in achieving the results as detailed in the RFP scope of work.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/31/2015
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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

Proposal to Conduct the 2015 City of Austin *Citizen Survey and Benchmarking Analysis* *Solicitation No: ISR0501*

...helping organizations make better decisions since 1982

April 8, 2015

Submitted to the City of Austin, Texas

by:

ETC Institute

725 W. Frontier Lane,
Olathe, Kansas
66061





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ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

April 8, 2015

Irene Sanchez-Rocha
City of Austin, Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701
(512) 972-0048

**Subject: A Proposal to Conduct a Citizen Survey and Benchmarking Analysis
(Solicitation #ISR0501)**

Dear Members of the Selection Committee:

ETC Institute is pleased to submit a proposal to provide a citizen survey and benchmarking analysis for the City of Austin. In response to your RFP, you will find enclosed one (1) original bid, three (3) copies of the original bid, and one (1) electronic copy on a CD of a proposal from ETC Institute.

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

- Executive Summary
- Section 1: Business Organization
- Section 2: Understanding Scope of Services
- Section 3: Proposer's Program and Plan
- Section 4: Management Structure
- Section 5: Prior Experience & Reference Sheet
- Section 6: Personnel
- Section 7: Local Business Presence
- Section 8: Authorized Negotiator
- Section 9: Fee Proposal
- Section 10a: Offer Sheet
- Section 10b: Non-Resident Bidder Provision
- Section 10c: Addendums

Firm Overview

ETC Institute is recognized as a national leader in the design and administration of market research for local governments. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 2,000 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities than any other firm.

ETC Institute Has the Ability to Compare Austin's Performance with Other Communities. Our firm maintains national and regional benchmarking data for resident surveys that provide comparative norms for over 80 local governmental services. Unlike some comparative databases that use comparative data from secondary sources, ETC Institute's data is from surveys that were all administered by ETC Institute. This ensures that the results for Austin are directly comparable to other communities. ETC Institute's DirectionFinder® database only includes data from surveys that have been administered during the past two years. This ensures that our comparative norms are truly representative of existing attitudes and expectations regarding the delivery of local governmental services.

ETC Institute Has the Most Updated and Innovative Analytical Tools to Help the City Understand and Utilize Survey Data. Today, city officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied. The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. This analysis tool helps our client to identify specific drivers of satisfaction.

ETC Institute also has the capabilities to generate maps of the survey results. GIS Mapping is used to show how respondents in different areas of a community rate City services.

ETC Institute is a Full-Service Market Research Company. ETC Institute has a research center equipped with five dozen call stations, state-of-the-art focus group facilities, and a mail processing center capable of processing more than 30,000 pieces of mail per day. ETC Institute also has extensive capabilities for the administration of surveys in Spanish, we employ 30 employees that are fluent in Spanish. If the City selects ETC Institute for this project, all of the work will be done in-house by ETC Institute staff. This will ensure that the highest levels of quality are maintained.

A Few Good Reasons to Select Our Team

- ✓ **ETC Institute is familiar with the area.** ETC Institute has conducted surveys in more than 30 communities in Texas, *including Community Surveys for the City of Austin annually from 2009 through 2014*. Some of the Texas communities where ETC Institute has conducted surveys include: Amarillo, Baytown, Beaumont, Bryan, Corpus Christi, Dallas, Flower Mound, Fort Worth, Galveston, Harlingen, Hood County, Houston, Killeen, Laredo, Longview, Lubbock, McAllen, Port Arthur, Round Rock, San Marcos, Southlake, Tarrant County, Temple, The Colony, Waco, Westlake, Woodlands, and others.
- ✓ **ETC Institute guarantees that we will be very responsive to your needs.** ETC Institute administered a survey to organization that had used our services. Among the 151 clients who responded to the survey, 100% were satisfied with the service they received and 100% indicated they would recommend our firm to other organizations. The reason ETC Institute's customer satisfaction levels are so high is due to our commitment to the needs of our clients. We routinely

go beyond the contractual requirements of a project to ensure the goals and objectives of our clients are achieved.

- ✓ **ETC Institute's most senior professionals will be managing this project on a daily basis.** By having experienced, senior personnel lead the day-to-day management of each task, ETC Institute will ensure that your organization receives the highest level of service possible and that high standard of quality control are maintained. The City will receive priority for resources from our firm and we will ensure that the project is accomplished according to your schedule. To ensure your success, we have assembled a team of the very best market researchers and experts to assist with the design of surveys, the development of the sampling plans, the administration of the surveys, and the analysis of the data collected. Our team has unparalleled expertise in project management, survey design, sampling methodology and survey administration.

Closing

If ETC Institute is selected for this project, I (Chris Tatham) will serve as the project manager for the survey. We will do everything possible to ensure the survey meets the high expectations you have set for this project. We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 829-1215.

Best regards,



Chris Tatham
Chief Executive Officer, ETC Institute
725 W Frontier Lane, Olathe KS 66061
913-829-1215
ctatham@etcinstitute.com
www.etcinstitute.com

Section 1:
Business Organization



Business Organization

ETC Institute is a 94-person market research firm that specializes in the design and administration of market research for governmental organizations. ETC Institute operates as a corporation, and does not have any branch offices. ETC Institute is licensed to operate in the state of Kansas, as well as Texas. ETC Institute's corporate office is located at the following address:

725 W. Frontier Circle
Olathe, KS 66061

Section 2:

Understanding Scope of Services



Understanding Scope of Services

ETC Institute fully understands the scope of services as described in the RFP to conduct a citizen survey and benchmarking analysis for the City of Austin. ETC Institute is fully capable of performing all of the services presented in the RFP. The following pages describe ETC Institute's qualifications to perform all of these services.

Firm Overview

ETC Institute is a 94-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include customer satisfaction surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, parks and recreation surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states.

ETC Institute has designed and administered more than 2,000 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 500 cities and counties across the United States. **ETC Institute has conducted research for more major U.S. cities than any other firm.** Some of the large communities where ETC Institute has conducted surveys are listed on the following page:

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

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

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

Accomplishments/Awards

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

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

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

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

Market Research Services Provided

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

Focus Groups and Stakeholder Interviews

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

Survey Research

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

On-Line (Web-based) Market Research

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

Consensus Building Workshops

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

Surveys of Underserved/Environmental Justice Groups

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

Secondary Data Analysis

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

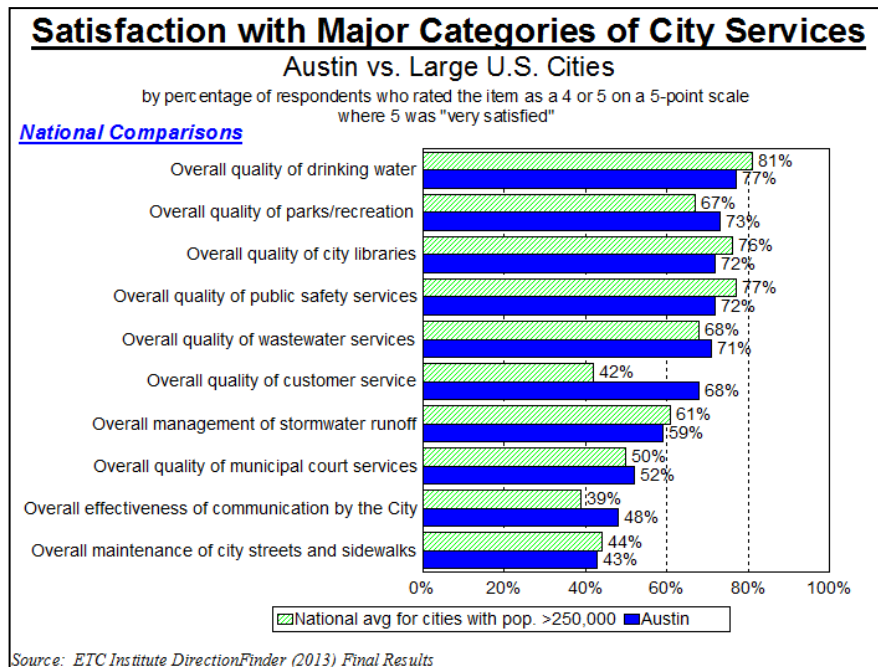
Benchmarking Analysis (Normative Comparisons)

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

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

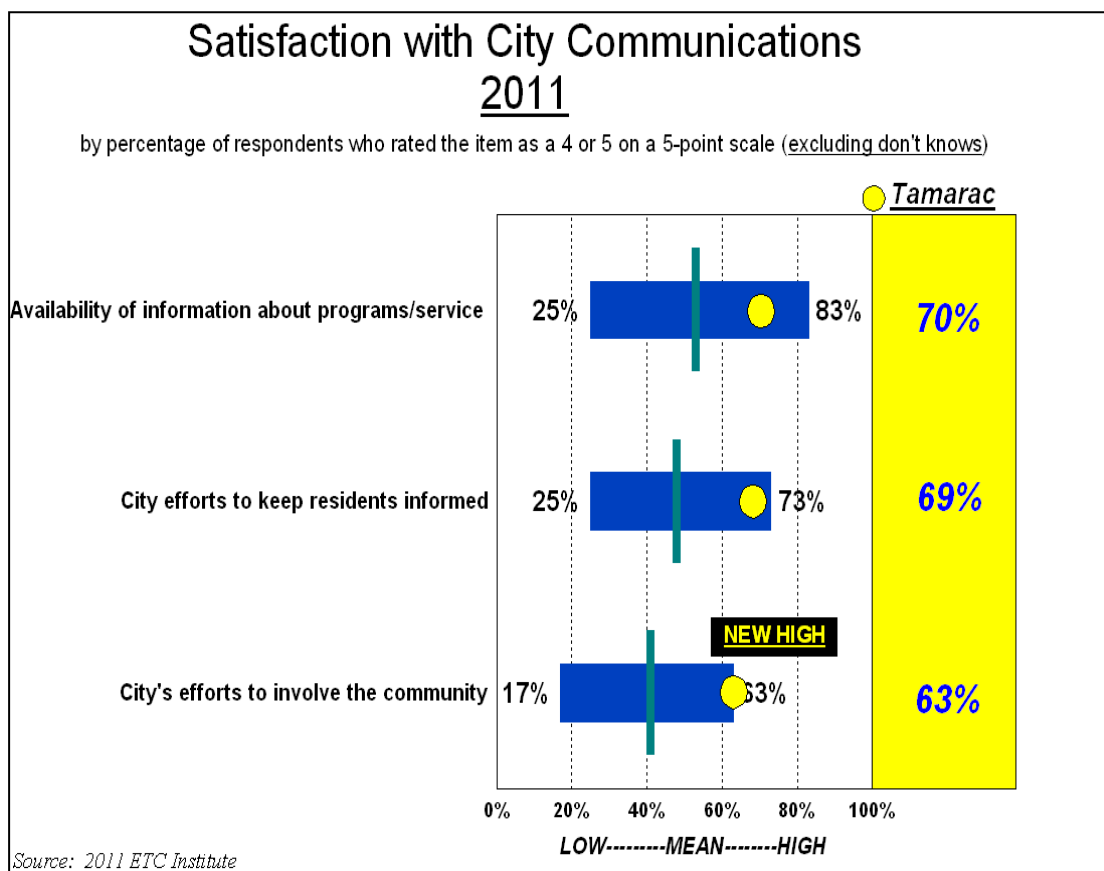
Benchmarking data can help local governments understand how their results compare to similar communities. For example, 48% of the residents in the City of Austin were “very satisfied” or “satisfied” with the overall effectiveness of communication by the City. Without comparative data, city leaders might have wondered whether 48% was an acceptable rating. As the chart below shows, 48% is actually a relatively high rating for this issue among large cities in the U.S. Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall effectiveness of communication provided by large U.S. cities is 39%.

Since November 1999, more than 250 cities and counties in more than 38 states have used ETC Institute’s Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating city and counties conduct the survey on an annual or biennial basis.



ETC Institute's experience with customer satisfaction research for city and county governments provides our clients with a unique capability for interpreting the meaning of survey results. Without benchmarking data, it would be easy to make mistakes in the interpretation of survey results. A good example of the value of benchmarking was evident in Tamarac's 2011 Citizen Survey. Without benchmarking data, officials in the City of Tamarac might think the County is scoring poorly in ratings of how well the City is involving the community (see chart below). Compared to other communities of a similar size in the United States, ETC Institute's benchmarking data showed that Tamarac was actually performing very well.

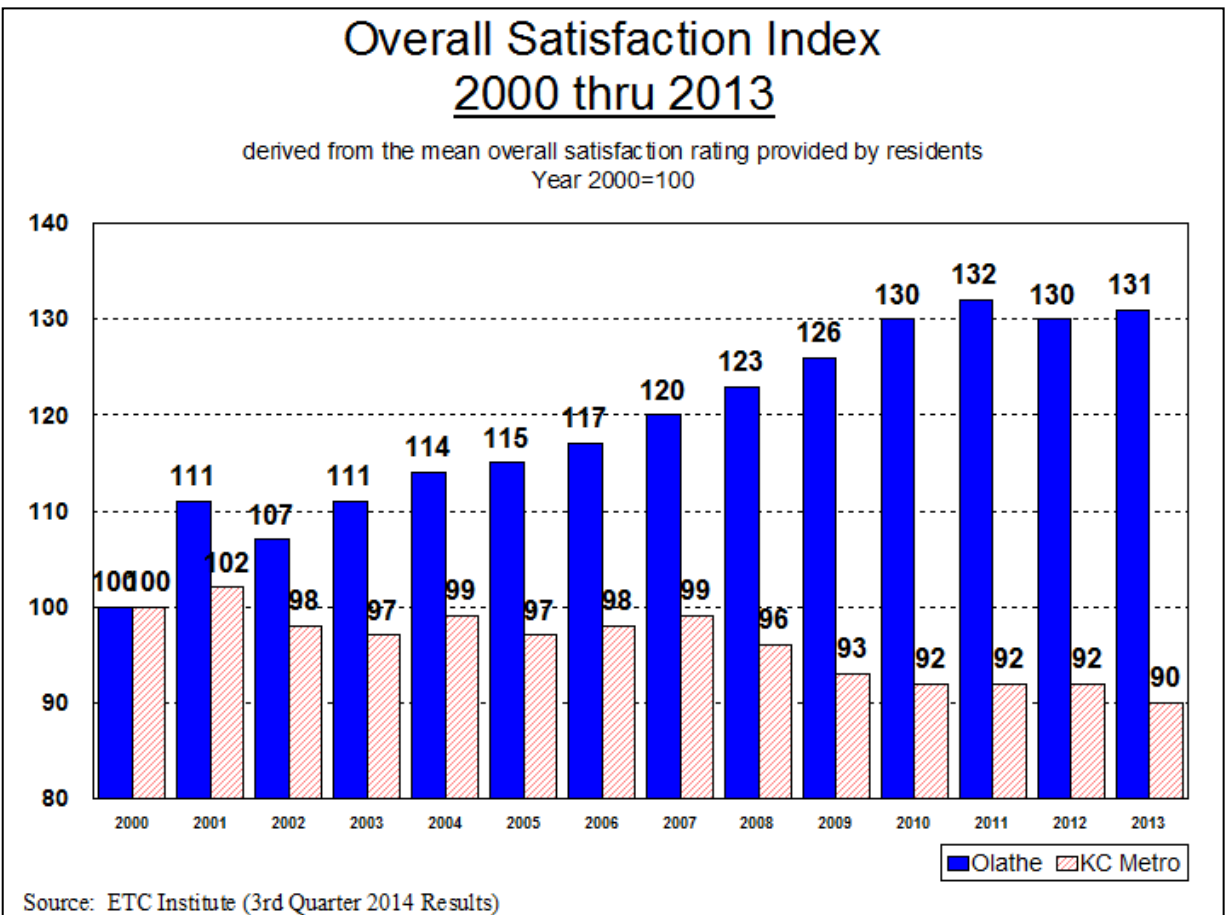
The national average for satisfaction with City efforts to involve the community in medium-sized communities (population of 20,000 to 199,999) was 41%, which meant that Tamarac rated 22% above the national average. The dots on the chart below show the ratings for the City of Tamarac. The percentage to the left of the horizontal bar shows the lowest rating among the cities that are included in ETC Institute's database; the percentage to the right of the horizontal bar shows the highest rating among this group of cities; the vertical bar in the center marks the national average based on the results of a national survey that is administered annually by ETC Institute. As the chart shows, Tamarac set a new high among other medium-sized communities where ETC Institute's DirectionFinder Survey has been administered.



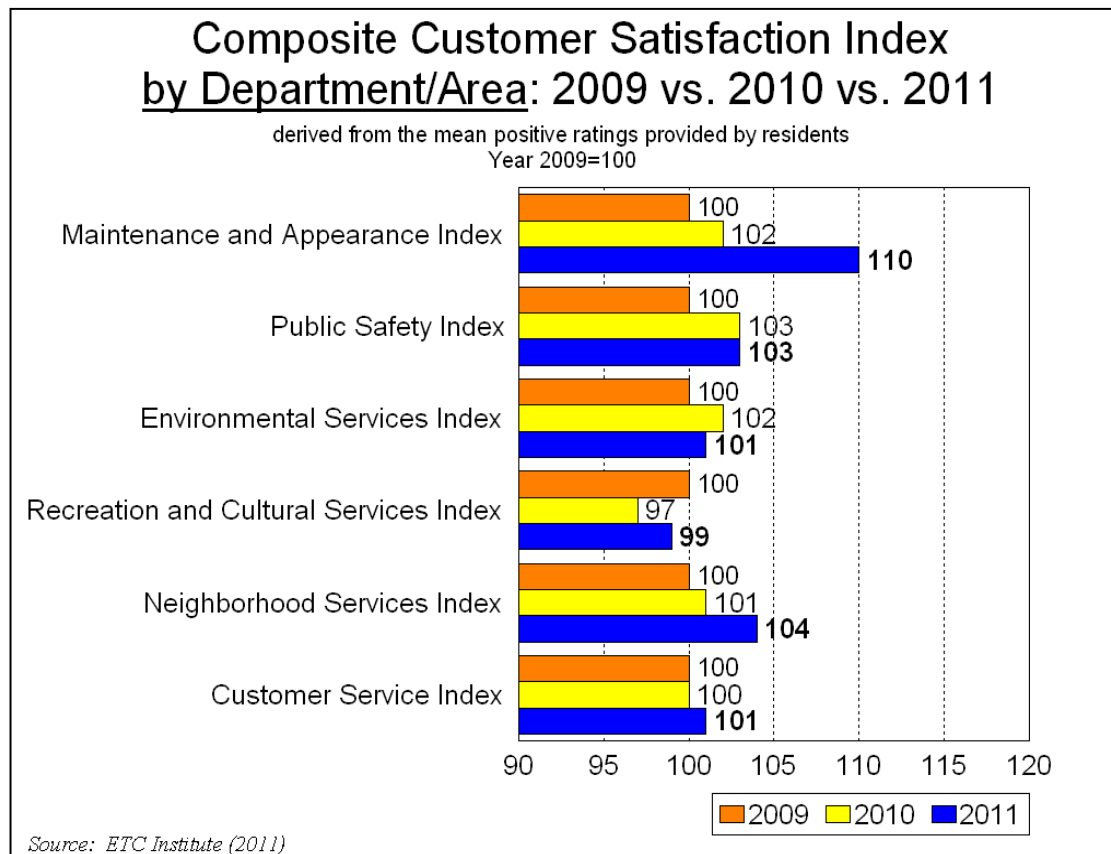
Our research has shown that cultural norms often influence customer satisfaction survey results on city services regardless of how well the service is delivered. Another example of this is that residents almost always rate the maintenance of city streets lower than the quality of fire services even in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

Benchmarking Performance Over Time

The chart below shows an example of a composite customer satisfaction index that is used by the City of Olathe to track its overall performance in more than 50 categories of service delivery. The index works like the Consumer Price Index (CPI). The index is a function of the City's composite performance in 53 areas relative to the Base Year of 2000. Changes in the index from one year to the next shows how overall satisfaction with city services has changed relative to the base year. The data is compared to regional trends which are shown as a composite index for the Kansas City region. This allows the City of Olathe to see how its performance changes compared to other cities in the area. Outside of a small decline in 2002 and 2012, the City has continually seen improvement in satisfaction levels.



Another example of composite satisfaction indices that ETC Institute has developed to help city and county governments track performance over time is shown in the chart on the following page. These indices were developed for the City of Austin, TX to track their performance in 6 major service areas. The chart shows that the City improved in 5 of the 6 service areas accessed on the survey from 2009.



Internal Capacity and Resources

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

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

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

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

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

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

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

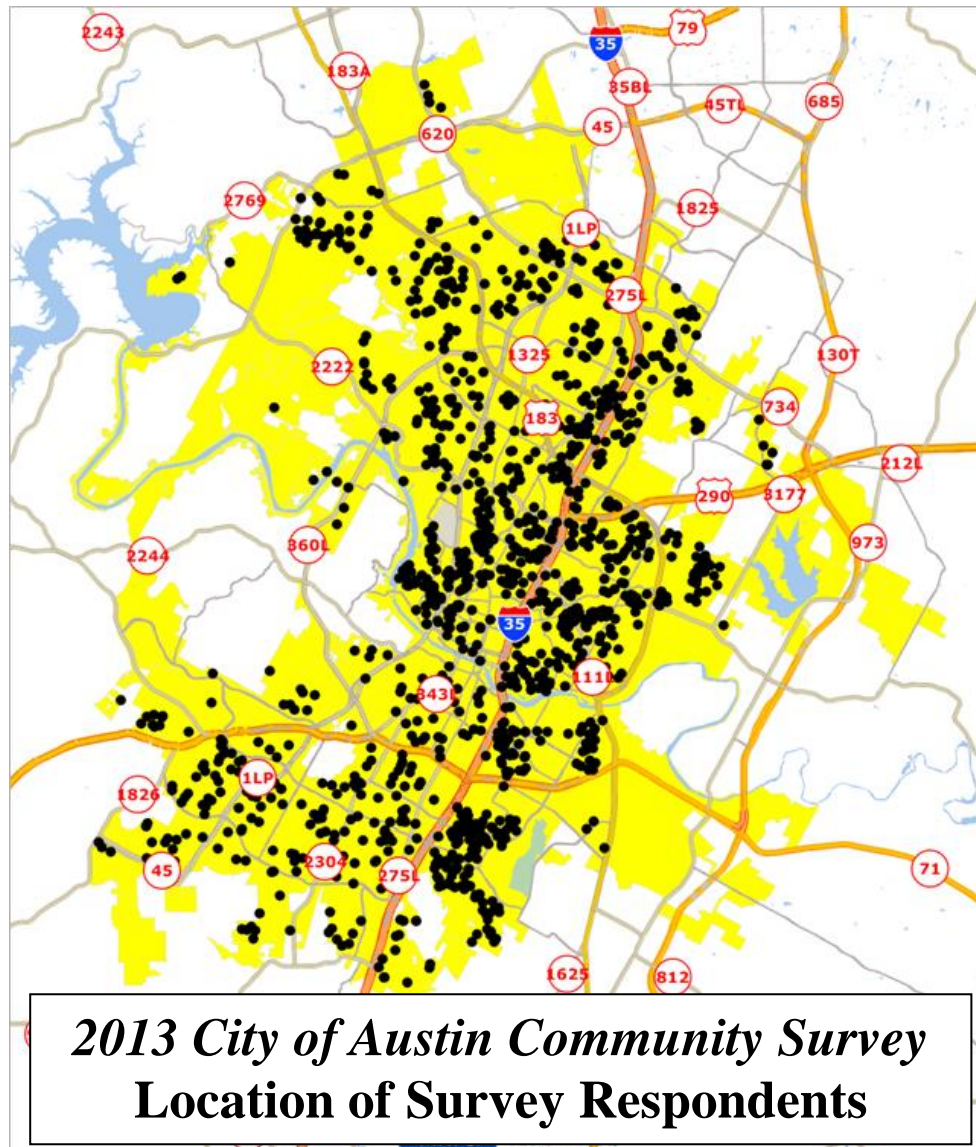
Quality Control. ETC Institute's quality control procedures for the administration of market research were recently reviewed and accepted by the U.S. Office of Management and Budget for our work with the National Park Service.

Geocoding Experience and Capabilities

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

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

The map on the following page shows the physical distribution of respondents from a survey conducted for Austin, Texas in 2011. The dots show the location of respondents based upon geocoded latitude and longitude coordinates of their home address.



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

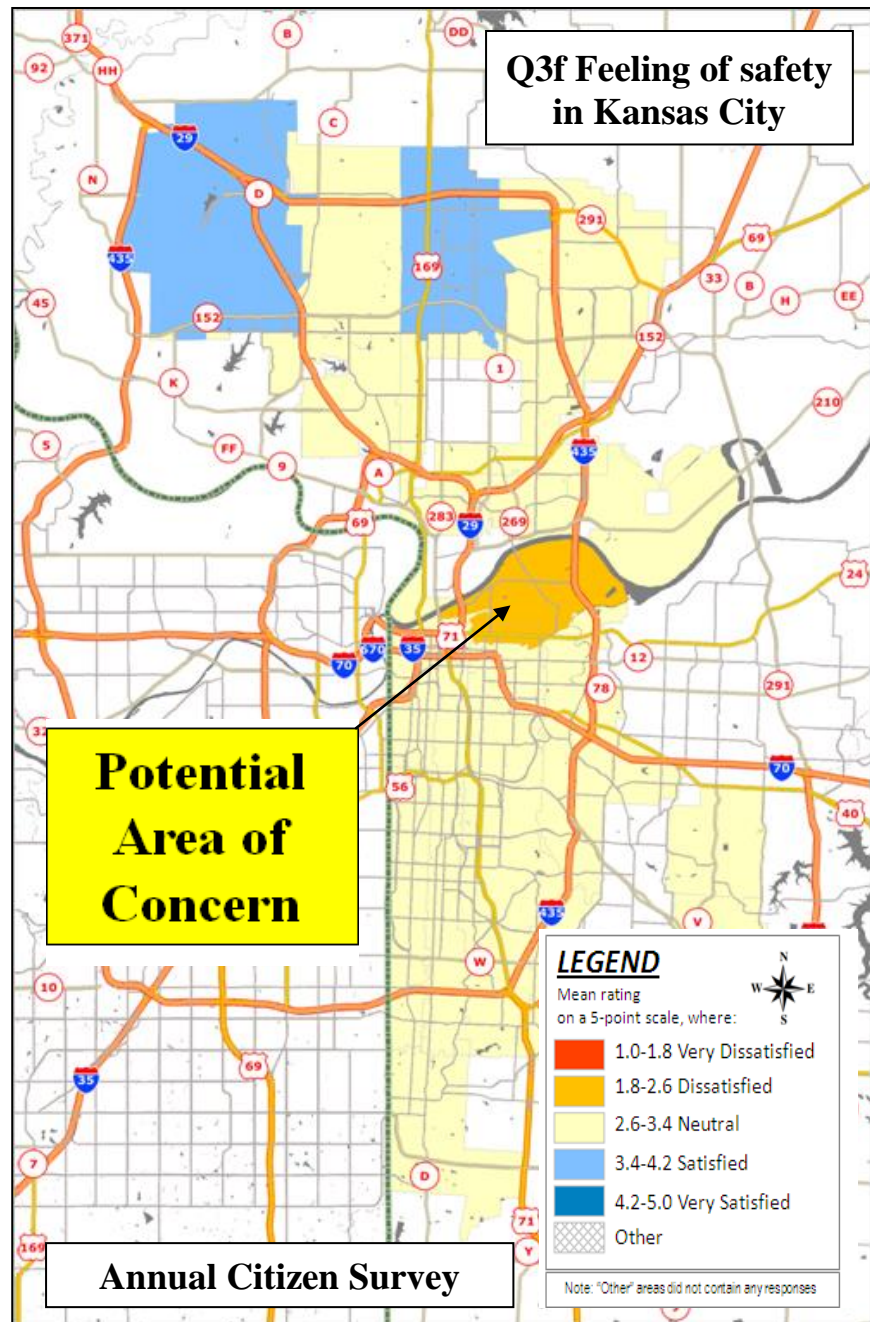
- Areas of satisfaction and dissatisfaction with the delivery of city and county services
- Origins and destinations for household travel and roadside intercept surveys
- Visitor destinations for tourism-related projects
- Locations of residents who are satisfied or dissatisfied with the quality of city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

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

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

At ETC Institute, we accurately geocode (provide longitude and latitude) lists of addresses, intersections, place

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



National Experience

ETC Institute is the nation's leading firm in the field of customer-oriented market research for local governmental organizations. In addition to the locations that were described in the project descriptions on the previous pages, ETC Institute has conducted surveys in more than 700 communities across the United States. The map below shows some of the locations where ETC Institute has conducted surveys since 1999. Since it would take hundreds of pages to provide descriptions of all of our community survey experience, we have simply listed many of the locations where we have conducted surveys below and on the following pages.



Communities Where ETC Institute Has Conducted Surveys

- Ames, Iowa
- Anniston, Alabama
- Atchison, Kansas
- Atlanta, Georgia
- Auburn, Alabama
- Aurora, Colorado
- Austin, Texas
- Ballwin, Missouri
- Baton Rouge, Louisiana
- Battle Creek, Michigan
- Beaumont, Texas
- Bend, Oregon
- Bensenville, IL
- Billings, Montana
- Bloomington, Indiana
- Blue Springs, Missouri
- Boerne, Texas
- Bonner Springs, Kansas
- Booneville, Missouri
- Branson, Missouri
- Brentwood, Missouri
- Bridgeport, Connecticut
- Broward County, Florida
- Brownsville, Texas
- Brunswick, Maine
- Buffalo, New York
- Butler, Missouri
- Burbank, California
- Calgary, Canada
- Canon City, Colorado
- Carmel, Indiana
- Carol Stream, Illinois

- Casa Grande, Arizona
- Casper, Wyoming
- Castle Rock, Colorado
- Cedar Rapids, Iowa
- Champaign, Illinois
- Chandler, Arizona
- Chanute, Kansas
- Chapel Hill, North Carolina
- Charleston, South Carolina
- Charlottesville, Virginia
- Chesterfield, Missouri
- Claremont, New Hampshire
- Clay County, Missouri
- Clayton, Missouri
- Clearwater, Florida
- Clive, Iowa
- Coconut Creek, Florida
- Coeur d' Alene, Idaho
- Coffeyville, Kansas
- Colorado Springs, Colorado
- Columbia, Missouri
- Columbus, Ohio
- Columbus, Georgia
- Creve Couer, Missouri
- Davenport, Iowa
- Deerfield, Illinois
- Dekalb, Georgia
- Denver, Colorado
- Dent County, Missouri
- Derby, Kansas
- Des Moines, Iowa
- Des Plaines, Illinois
- Detroit, Michigan
- Dilworth, Minnesota
- Downers Grove, Illinois
- Dupage County, Illinois
- Durham, North Carolina
- East Baton Rouge, Louisiana
- East Providence, Rhode Island
- Eastern Rio Blanco, Colorado
- Edina, Minnesota
- Elk Grove Village, Illinois
- Emporia, Kansas
- Erie, Colorado
- Everett, Washington
- Eureka, Missouri
- Excelsior Springs, Missouri
- Fairfax County, Virginia
- Fargo, North Dakota
- Farmington, Minnesota
- Fayetteville, North Carolina
- Flagstaff, Arizona
- Florence, Alabama
- Fort Bragg, North Carolina
- Fort Buchanan, Puerto Rico
- Fort Campbell, Kentucky
- Fort Lauderdale, Florida
- Fort Leavenworth, Kansas
- Fort McPherson, Georgia
- Fort Morgan, Colorado
- Fort Rucker, Alabama
- Fort Stewart, Georgia
- Fort Wayne, Indiana
- Fort Worth, Texas
- Fredericksburg, Virginia
- Freeland, Michigan
- Freeport, Illinois
- Ft. Wayne, Indiana
- Fulton County, Georgia
- Galveston, Texas
- Garden City, Kansas
- Gardner, Kansas
- Gladstone, Missouri
- Glendale, Arizona
- Glendale, California
- Glenview, IL
- Godfrey, Illinois
- Grandview, Missouri
- Greenville, South Carolina
- Greenville County, South Carolina
- Guilford County, North Carolina
- Harrisonville, Missouri
- Hazelwood, Missouri
- Henderson, Nevada
- Hernando, Mississippi
- High Point, North Carolina
- Hood County, Texas
- Hopewell, Virginia
- Houston, Texas
- Huron, Ohio
- Idaho Falls, Indiana
- Indio, California
- Imperial County, California
- Independence, Missouri
- Jackson, Wyoming
- Jackson County, Missouri
- Jacksonville, North Carolina
- Jefferson City, Missouri
- Johnson County, Kansas
- Joplin, Missouri
- Kalamazoo, Michigan
- Kansas City, Kansas
- Kansas City, Missouri
- Kent, Washington
- Key Biscayne, Florida
- Kingman, Kansas

- Kirkwood, Missouri
- Lake Oswego, Oregon
- Lansing, Kansas
- Las Vegas, Nevada
- Lawrence, Kansas
- Leavenworth, Kansas
- Leawood, Kansas
- Lee's Summit, Missouri
- Lemont, Illinois
- Lenexa, Kansas
- Liberty, Missouri
- Lincoln County, North Carolina
- Lindenhurst, Illinois
- Lisle Park District, Illinois
- Long Beach, California
- Longview, Texas
- Los Angeles County, California
- Louisville, Kentucky
- Loveland, Ohio
- Lubbock, Texas
- Lucas County, Ohio
- Lyndhurst, Ohio
- Macomb Township, Michigan
- Manhattan, Kansas
- Manheim Township, Pennsylvania
- Marquette, Michigan
- Marshall, Missouri
- Marshalltown, Iowa
- Martha's Vineyard, Massachusetts
- Martinsville, Virginia
- Marysville, Missouri
- Meeker, Colorado
- Merriam, Kansas
- Mesa, Arizona
- Mesa County, Colorado
- Miami, Florida
- Miami County, Kansas
- Miami Dade County, Florida
- Mission, Kansas
- Modesto, California
- Montgomery County, Maryland
- Montrose, Colorado
- Moon Township, Pennsylvania
- Moorhead, Minnesota
- Morgantown, West Virginia
- Morris County, New Jersey
- Morris Township, New Jersey
- Mount Dora, Florida
- Mount Pleasant, Michigan
- Mundelein Park District, Mundelein, Illinois
- Munster, Indiana
- Murray, Kentucky
- Naperville, Illinois

- Nashville, Tennessee
- Natick, Massachusetts
- New Braunfels, Texas
- New Haven, Connecticut
- New Ulm, Minnesota
- Newport, Rhode Island
- Newton, Kansas
- Norfolk, Virginia
- Norman, Oklahoma
- North Long Beach, California
- Northville, Michigan
- Oak Park Village, Illinois
- Oakland County, Michigan
- O'Fallon, Missouri
- Oklahoma City, Oklahoma
- Okonee County, South Carolina
- Oldham, Kentucky
- Olathe, Kansas
- Olivette, Missouri
- Ontario, Oregon
- Orange County, California
- Ormond Beach, Florida
- Ottawa, Kansas
- Overland Park, Kansas
- Owensboro, Kentucky
- Pasadena, California
- Palm Desert, California
- Palm Springs, California
- Paola, Kansas
- Peoria, Arizona
- Phelps County, Missouri
- Pinellas County, Florida
- Pinehurst, North Carolina
- Pittsburg, Kansas
- Platte City, Missouri
- Pleasant Hill, Missouri
- Polk County, Iowa
- Port Arthur, Texas
- Portland, Oregon
- Prairie Village, Kansas
- Pratt, Kansas
- Princeton, New Jersey
- Providence, Rhode Island
- Provo, Utah
- Radnor, Pennsylvania
- Raleigh, North Carolina
- Ramsey, Minnesota
- Raymore, Missouri
- Raytown, Missouri
- Richmond, California
- Richmond, Virginia
- Richmond Heights, Ohio
- Riverside, Missouri

- Riverside County, California
- Riverton, Wyoming
- Rock Island, Illinois
- Rockville, Maryland
- Roeland Park, Kansas
- Rogers, Arkansas
- Rolla, Missouri
- Round Rock, Texas
- Rutland, Vermont
- Saharita, Arizona
- Salem, Oregon
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- Schaumburg, Illinois
- Scott County, Kentucky
- Shawnee, Kansas
- Sheridan, Wyoming
- Sherman, Texas
- Sherwood, Oregon
- Shoreline, Washington
- Si View Metro Park District, WA
- Sioux Falls, South Dakota
- South Burlington, Vermont
- South Euclid, Ohio
- Spartanburg, South Carolina
- Spring Hill, Kansas
- Springdale, Arkansas
- Springfield, Missouri
- St Charles, Missouri
- St. Francis County, Missouri
- St Joseph, Missouri
- St Louis, Missouri
- St Peters, Missouri
- St. Louis County, Missouri
- St. Paul, Minnesota
- Superior, Colorado
- Surprise, Arizona
- Syracuse, New York
- Tamarac, Florida
- Tempe, Arizona
- The Colony, Texas
- The University of Columbia Missouri
- The Woodlands, Texas
- Topeka, Kansas
- Town of Normal, Illinois
- Upper Providence, Pennsylvania
- Tucson, Arizona
- Tulsa, Oklahoma
- Turlock, California
- Tuskegee, Alabama
- University Place, Washington
- Upper Dublin, Pennsylvania
- Urbana, Illinois
- Vancouver, Washington
- Ventura County, California
- Victor, New York
- Vinita, Oklahoma
- Virginia Beach, Virginia
- Waco, Texas
- Warrensburg, Missouri
- Washington, D.C.
- Waterford, Michigan
- Waukee, Iowa
- Waukesha, Wisconsin
- Wayne County, Michigan
- Weatherby Lake, Missouri
- Wentzville, Missouri
- West Des Moines, Iowa
- West Fargo, North Dakota
- Westchester, Ohio
- Westchester County, New York
- Westlake, Texas
- Westland, Michigan
- Wheeling, Illinois
- Wichita, Kansas
- Wilmington, North Carolina
- Windsor, Colorado
- Winfield, Kansas
- Winnetka, Illinois
- Woodinville, Washington
- Wyandotte County, Kansas
- Yuma County, Arizona

Section 3:

Proposer's Program and Plan

ETC Institute Program and Plan

Overview

ETC Institute has been helping local governments use community surveys as a guiding force for setting community priorities and improving organizational effectiveness for more than two decades. Since 1999, ETC Institute has conducted survey research for more than 700 cities and counties across the United States. **During the past five years, ETC Institute has administered surveys in 9 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties.**

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

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

ETC Institute Program and Plan

Program and Plan

The following pages highlight ETC Institute's methodology to conduct the 2015 citizen survey for the City of Austin.

PHASE I: DEVELOP THE SURVEY AND SAMPLING PLAN

Task 1.1: Design Survey Questionnaire. Once selected for the project, ETC Institute will meet with the City to discuss the goals and objectives for the project and review any previous surveys conducted by the City. To facilitate the survey design process, ETC Institute will review the 2014 citizen survey instrument, as well as provide the City with sample surveys created by ETC Institute for similar projects. At this time, ETC Institute's analysis tools will also be discussed and our firm will suggest which tools would be best for the City to use. Based on input from the City, ETC Institute will develop a first draft of the survey.

ETC Institute's will work closely to ensure that the City's input is utilized to create a survey that best fits the needs of the City. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City.

Task 1.2: Design Sampling Plan. As part of this task, the sampling plan for the survey will be finalized and the project manager will discuss which methodology is best to conduct the surveys. ETC Institute has included the following sampling plans for your consideration. The price to administer the survey by phone, mail or a combination of both is the same.

- **Stratified Random Sample of 1,000 Completed Surveys:** For this option ETC Institute would complete a total of 1,000 surveys, including at least 100 from each of the 10 council districts. The overall results of 1,000 completed surveys would have a precision of at least $\pm 3.1\%$ at the 95% level of confidence. The results for each of the council districts would have a precision of $\pm 10\%$ at the 95% level of confidence.
- **Stratified Random Sample of 1,500 Completed Surveys:** For this option ETC Institute would complete a total of 1,500 surveys, including at least 150 from each of the 10 council districts. The overall results of 1,500 completed surveys would have a precision of at least $\pm 2.5\%$ at the 95% level of confidence. The results for each of the council districts would have a precision of $\pm 8\%$ at the 95% level of confidence.
- **Stratified Random Sample of 2,000 Completed Surveys:** For this option ETC Institute would complete a total of 2,000 surveys, including at least 200 from each of the 10 council districts. The overall results of 2,000 completed surveys would have a precision of at least $\pm 2.2\%$ at the 95% level of confidence. The results for each of the council districts would have a precision of $\pm 6.9\%$ at the 95% level of confidence.

As the total number of completed surveys increases, the precision of the survey improves. Cost is a function of two major variables: (1) the length of the survey and (2) the number of completed

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surveys. ETC Institute will work with City staff to find the right combination of these two variables to maximize your investment in our services.

Also as part of Task 1.2, ETC will deliver a work plan for the project that contains a project schedule that shows when all phases of the project will be completed. In addition, the work plan will identify ETC Institute's strategy for ensuring that the sample is representative of residents in all geographic areas of the City and of all demographic groups.

Deliverable Task 1.1-1.2: The approved community survey instrument, and a description of the sampling plan.

Task 1.3: Conduct Pilot Test. Once the survey is approved, ETC Institute will test the survey with at least 30 residents before the survey is administered. Any problems or issues that are identified will be reported to the City and corrective action will be recommended and taken as appropriate.

Deliverable Task 1.3: A summary of the findings from the pilot test.

PHASE 2: ADMINISTER THE SURVEY

Task 2.1: Administer the Survey. Once the final survey instrument is approved, ETC Institute will administer the survey methodology finalized by the City. ETC Institute has the capabilities of administering the survey by phone alone or mail alone. However, we recommend using a combination of mail and phone. Given the negative impact that Caller ID has had on phone survey response rates in recent years and the need to ensure that diverse populations are well represented, we offer the combination mail/phone to maximize the overall level of response. Even if people do not respond by mail, people who receive the mailed version of the survey are significantly more likely to respond to the survey by phone because they know the survey is legitimate. The mailed survey will include a cover letter (on City letterhead) that will explain the importance of the survey and encourage participation.

The following are the procedures that will take place for the mail/phone combination methodology. All of the procedures described below would be delivered in-house at our main office:

- ETC Institute will test the citizen survey with at least 30 residents before the surveys are administered. Any problems or issues that are identified will be reported to the City and corrective action will be recommended and taken as appropriate.
- ETC will work with the City to develop a communication plan for the survey. As part of this task, ETC Institute will provide the City with sample press releases that can be used to notify the public about the survey. Advance publicity can significantly enhance the response rate.
- Phone interviewers working in ETC Institute's call center will rehearse the phone version of the survey. In addition, all ETC Institute interviewers will complete ***our in-house training program*** (described in more detail later in this scope of work) and will review the protocol for the administration of the survey with a supervisor. Special attention will

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also be paid to the treatment of non-English speaking respondents, particularly those who speak Spanish.

- Once the press release is issued, ETC Institute will send a 30-second recorded message by phone to each of the households that were selected for the survey. The message will explain the survey and encourage residents to return the survey by mail. If desired, the City Manager or other City leader can record this message. It is a powerful way to encourage participation in the survey.
- Once the recorded message is played, ETC Institute will mail a copy of the survey instrument and a postage-paid return envelope to each of the households that were selected for the survey. The survey will include a letter on City letterhead that explains the purpose of the survey and that indicates all survey responses will remain anonymous. Even if residents do not respond to the mailed version of the survey, sending the survey prior to contacting residents by phone increases the response rate because residents know the survey is legitimate. Portions of the cover letter and survey can be translated into other languages to provide non-English speaking residents with assurances about the legitimacy of the survey.
- The cover letter will also list a toll-free number that residents can call if they have questions about the survey.
- Approximately 10-14 days after the surveys are mailed, ETC Institute's phone interviewers will begin making phone follow-up calls to each of the persons in the sample frame. Phone follow-ups will significantly increase the response rate. This will ***greatly reduce the probability that the results are affected by non-response bias***. Non-response bias can be a major drawback to surveys that are administered by mail or phone alone. Persons who indicate that they have already returned the survey by mail or have completed it on-line will be thanked. Persons who have not completed the survey will be given the opportunity to complete the survey by phone.
- Phone follow-ups will be concentrated in areas where the response to the mail survey is low to ensure the survey is representative of the entire City and will focus on various demographics to ensure the end results are representative of the City.

Internet Option: ETC Institute is able to post the survey on the Internet where the survey can be completed by residents who are randomly selected and those who represent special interests. If the mail/phone combination is used, ETC Institute will include a web address on the survey cover letter where residents can complete the online version of the survey. When completing the online survey, residents are required to enter their home address at the end of the survey to validate their response. This is how ETC Institute can track and only include responses from residents who were randomly selected for the survey.

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Ensuring Representation for Non-English Speaking Populations. ETC Institute has designed and administered surveys in some of the nation's most diverse communities including: San Bernardino County (CA), Arlington County (VA), Miami-Dade County (FL), Cameron County (TX), Yuma County (AZ), Long Beach (CA). More than one-third of the residents in several of these communities were foreign-born. We will guarantee that the results of the survey are statistically representative of the City.

In order to ensure that the non-English speaking residents of a community are well represented, ETC Institute is able to do the following:

- The cover letter that is sent with the mailed version of the survey will contain information that is translated into other languages.
- ETC Institute will establish a toll-free phone number that non-English (and English) speaking residents can call. Non-English speaking interviewers from our firm will be available to administer the survey over the phone. Other languages can be made available if needed.
- A demographic question will be included in the survey that asks which languages other than English are spoken in the home. This will allow us to ensure that non-English speaking populations are well represented in the sample.

Getting Participation from Residents Who Do Not Speak English

During the past decade ETC Institute has been very successful at getting participation from residents who do not speak English. ETC Institute has the ability to translate surveys into more than 20 languages, including Russian, Cantonese, Mandarin, and Spanish. Our firm routinely conducts surveys in communities that have a high percentage of non-English speaking residents, such as Arlington County (VA) where 36% of the population is foreign-born, or Miami-Dade County, where more than 60% of the population is Hispanic and 10% is Creole, and Long Beach (CA), where approximately one-fifth of the population speaks Khmer (Cambodian). If the City hires ETC Institute for this project, City leaders can be assured that our translation services will be first rate.

Data Management and Quality Control. ETC Institute has an ongoing quality control and quality assurance program in place. This program has been developed and refined through our experience with hundreds of studies that involved the design and administration of surveys, focus groups, and other data collection services such as those requested in this RFP.

Our quality assurance program is directly monitored by the company President, Dr. Elaine Tatham, and the company's vice-president, Christopher Tatham. The program is designed to give clients "error free" results, and all employees at ETC Institute are directly involved in the program. Dr. Elaine Tatham and Chris Tatham are active members of the Market Research Association. The quality control methods used by ETC Institute have been reviewed by external organizations including the American Water Works Association Research Foundation and the United States Office of Management and Budget.

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Core Elements of ETC Institute's Quality Assurance Process:

- **Training of phone interviewers.** All phone interviewers are required to complete ETC Institute's in-house training program. The program teaches new employees the appropriate methods for conducting interviews, how to respond to different situations that may occur, and how to properly record responses. All interviewers work directly under the supervision of an experienced supervisor.
- **Comprehensive survey design and review process.** All survey instruments will be reviewed by all senior members of ETC Institute's team to ensure that all issues are adequately addressed.
- **Pre-test.** A pre-test will be conducted prior to the administration of all surveys. This will ensure that the survey instruments are understood as designed.
- **Data entry fields will be limited to specific ranges to minimize the probability of error.** The data processing system that will be used by our firm for the study alerts data entry personnel with an audible alarm if entries do not conform to these specifications.
- **ETC Institute will select at least 10% of the records at random for verification.** A supervisor will match records in the databases against the corresponding survey to ensure that the data entry is accurate and complete.
- **Double data entry will be completed for all surveys.** The data from all surveys will be entered into two independent databases by different people. The two databases will then be merged. The process will identify all records that do not match. All discrepancies will be corrected. The double data entry method ensures that survey data is 99.99% accurate.
- **Sampling Methodology.** Demographic questions will be included on each of the survey instruments. The demographic data will be used to monitor the distribution of the respondents to ensure that the responding population for each survey is representative of the universe for each sample.
- **Coordination.** Since many senior professionals will be assigned to this project, the project team will conduct a coordination meeting via a telephonic conference call every one-two weeks to ensure that adequate progress is being made in all areas. Face-to-face meetings with the Project Management Team will be made an average of at least once per month during the development of the survey.

Deliverable Task 2: ETC Institute will provide a copy of the overall results to each question on the community survey.

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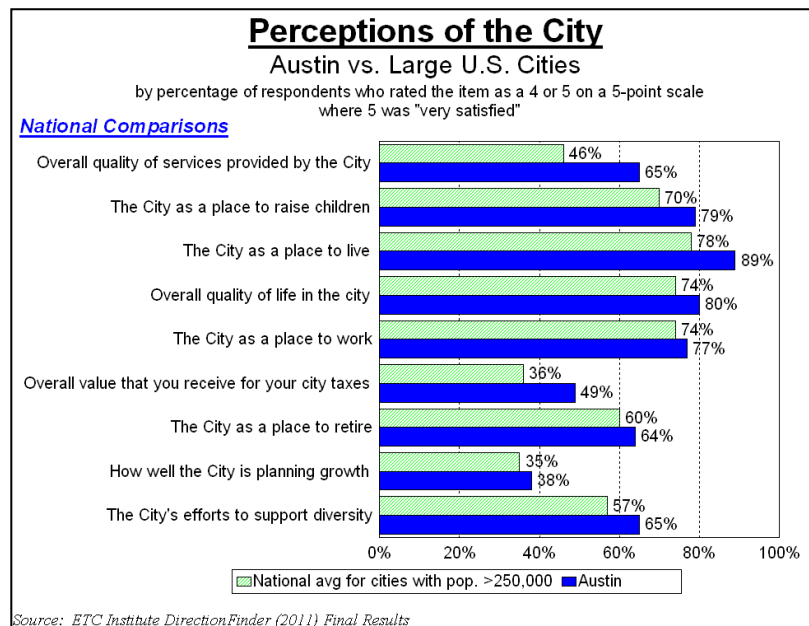
PHASE 3: SURVEY ANALYSIS AND REPORT

Task 3.1: Analyze the Survey Results. Following the completion of the survey, ETC Institute will perform data entry, editing, and verification of all survey responses. The analysis tools that will be included in this project are provided on the following pages:

Task 3.1A: Benchmarking Analysis (Normative Comparisons)

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

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



Benchmarking data can help local governments understand how their results compare to similar communities. For example, 65% of the residents in the City of Austin were “very satisfied” or “satisfied” with the overall quality of City services. Without comparative data, City leaders might have wondered whether 65% was an acceptable rating. As the chart above shows, 65% is actually a relatively high rating for this issue among large cities in the U.S. Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 46%.

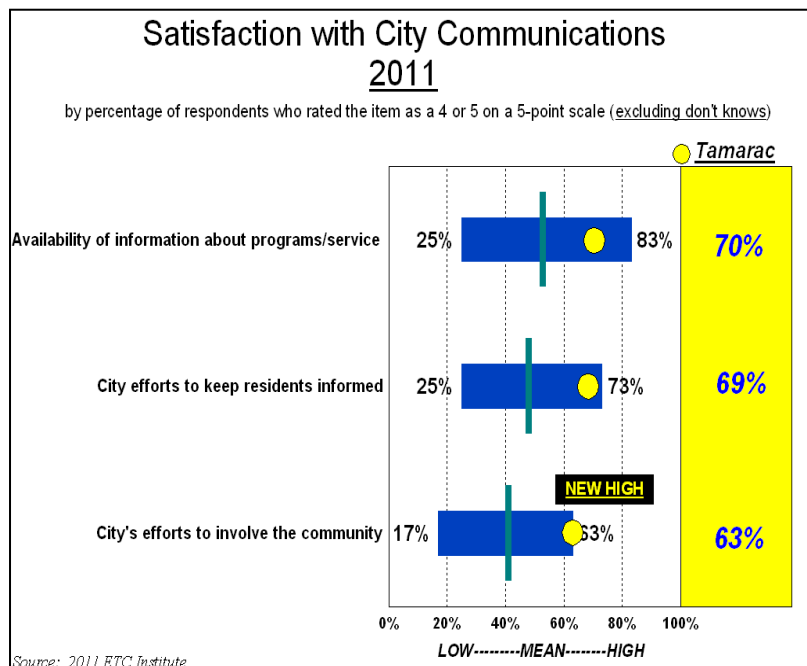
Since November 1999, more than 250 cities and counties in more than 38 states have used ETC Institute’s Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating City and counties conduct the survey on an annual or biennial basis.

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ETC Institute's experience with customer satisfaction research for City and county governments provides our clients with a unique capability for interpreting the meaning of survey results. Without benchmarking data, it would be easy to make mistakes in the interpretation of survey results. A good example of the value of benchmarking was evident in Tamarac's 2011 Customer Satisfaction Survey. Without benchmarking data, officials in the City of Tamarac might think the City not scoring very well in their efforts to involve the community (see chart below).

Compared to other communities of a similar size in the United States, ETC Institute's benchmarking data showed that Tamarac was actually performing very well. The national average for satisfaction with the City's efforts to involve the community for residents living in communities with a population of 20,000 to 199,999 was 41%, which meant that Tamarac rated 22% above the national average for medium sized communities and set a new high in our database. The dots on the chart below show the ratings for the City of Tamarac. The percentage to the left of the horizontal bar shows the lowest rating among the cities that are included in ETC Institute's database; the percentage to the right of the horizontal bar shows the highest rating among this group of cities; the vertical bar in the center marks the national average based on the results of a national survey that is administered annually by ETC Institute.

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



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Task 3.1B: Conduct Importance-Satisfaction Priorities Analysis

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

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 175 governmental agencies currently use ETC Institute's I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

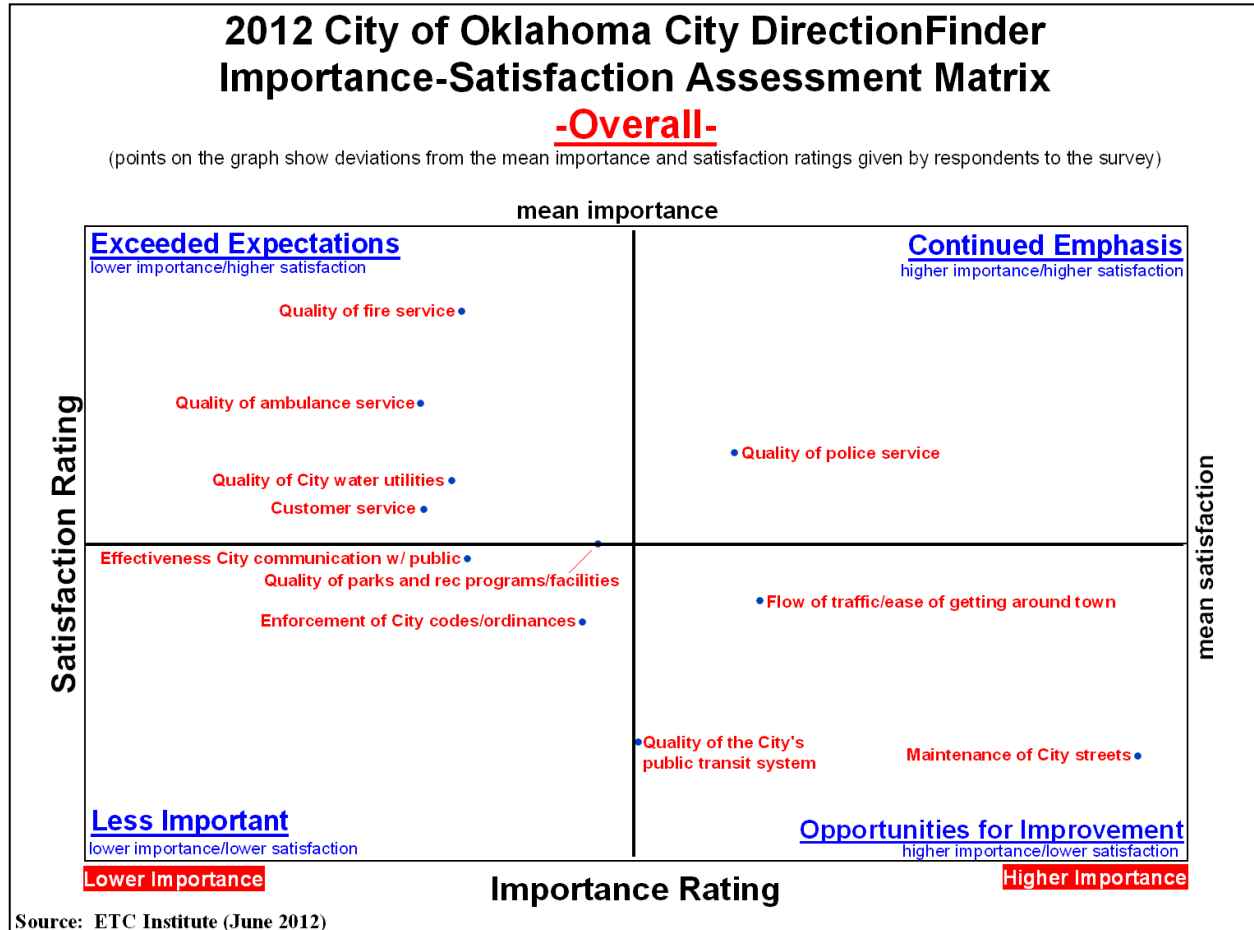
ETC Institute began using Importance-Satisfaction analysis in the 1980's to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology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

The table below offers an example of the I-S Rating from the 2014 City of Dallas Community Survey. The table shows that the City of Dallas could maximize resident satisfaction with parks and recreation services by investing in walking and biking trails, City parks, and the appearance/maintenance of parks. Investments in the City's golf courses would have the least impact on overall satisfaction with the City's parks and recreation system.

2014 Importance-Satisfaction Rating City of Dallas Park and Recreation Services						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Walking and biking trails in the City	35%	2	60%	7	0.1400	1
City parks	36%	1	71%	2	0.1044	2
Appearance/maintenance of parks	29%	3	65%	3	0.1015	3
Medium Priority (IS <.10)						
Outdoor swimming facilities	15%	8	35%	14	0.0975	4
Recreation programs or classes	17%	4	58%	10	0.0714	5
Range/variety of recreation programs/classes	15%	7	54%	12	0.0690	6
Recreation centers/facilities	16%	5	59%	8	0.0656	7
Outdoor athletic facilities	15%	6	59%	9	0.0615	8
Ease of registering for recreation programs/events	9%	11	55%	11	0.0405	9
Accessibility of parks	12%	9	70%	2	0.0360	10
Accessibility of recreation centers/facilities	10%	10	64%	4	0.0360	11
Indoor swimming facilities	5%	14	36%	13	0.0320	12
Appearance of recreation centers/facilities	8%	12	62%	6	0.0304	13
City golf courses	7%	13	62%	5	0.0266	14

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



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

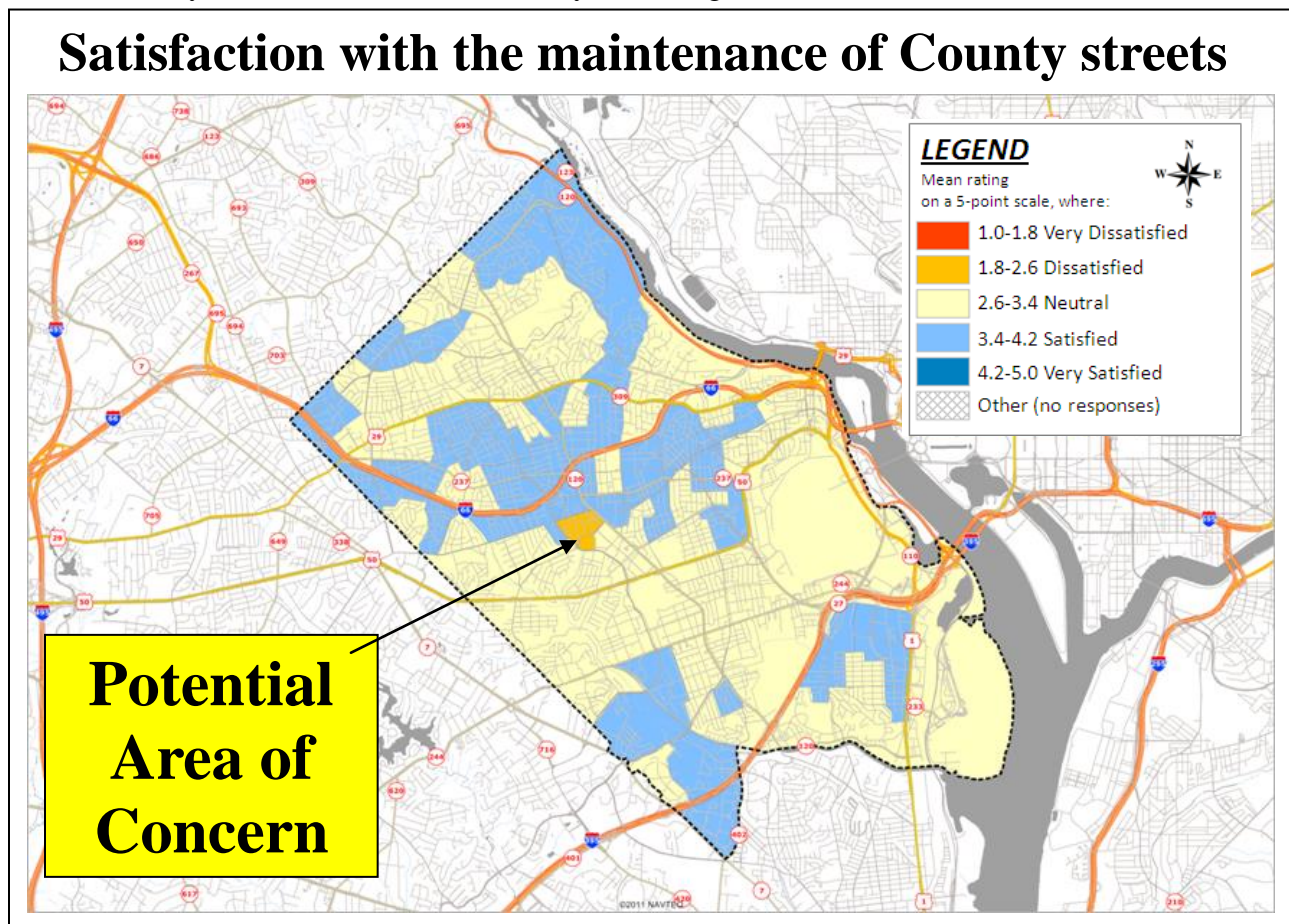
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- ***Less Important (below average importance and below average satisfaction).*** This area shows where the City is not performing well relative to the agency's performance in other areas; however, this area is generally considered to be less important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

Task 3.1C: GIS Mapping (Optional)

ETC Institute will prepare maps that show the results of specific questions on the survey. ETC Institute will geocode the home address of resident survey respondents to latitude and longitude coordinates. This allows our team to generate maps that visually show how satisfied residents are with the delivery of City services in different parts of the City. ETC Institute can create maps that show which parts of the City have the lowest and highest concentrations of satisfaction.

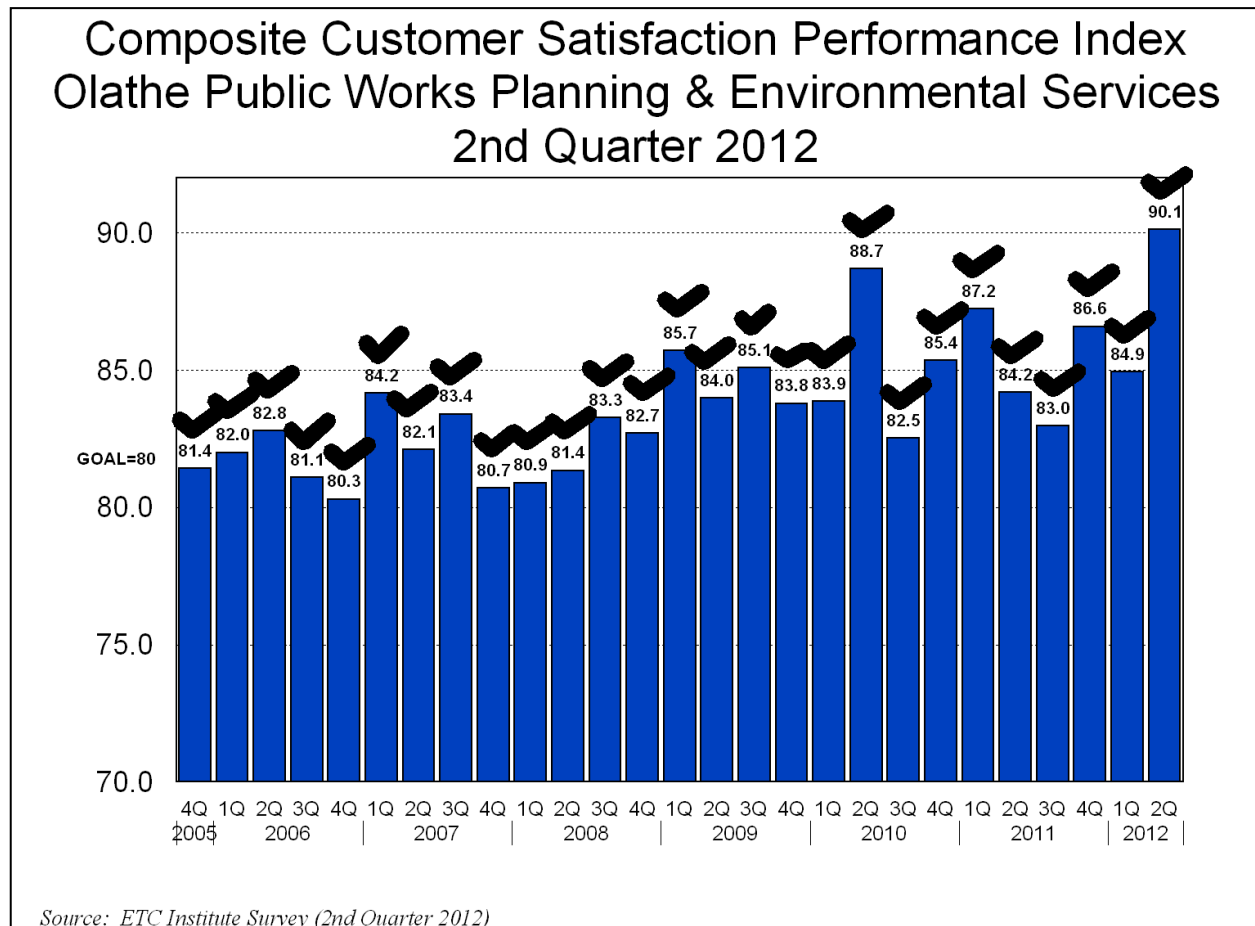
GIS mapping is an effective tool for communicating the results of the survey to elected officials and the general public. For example, the following map identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



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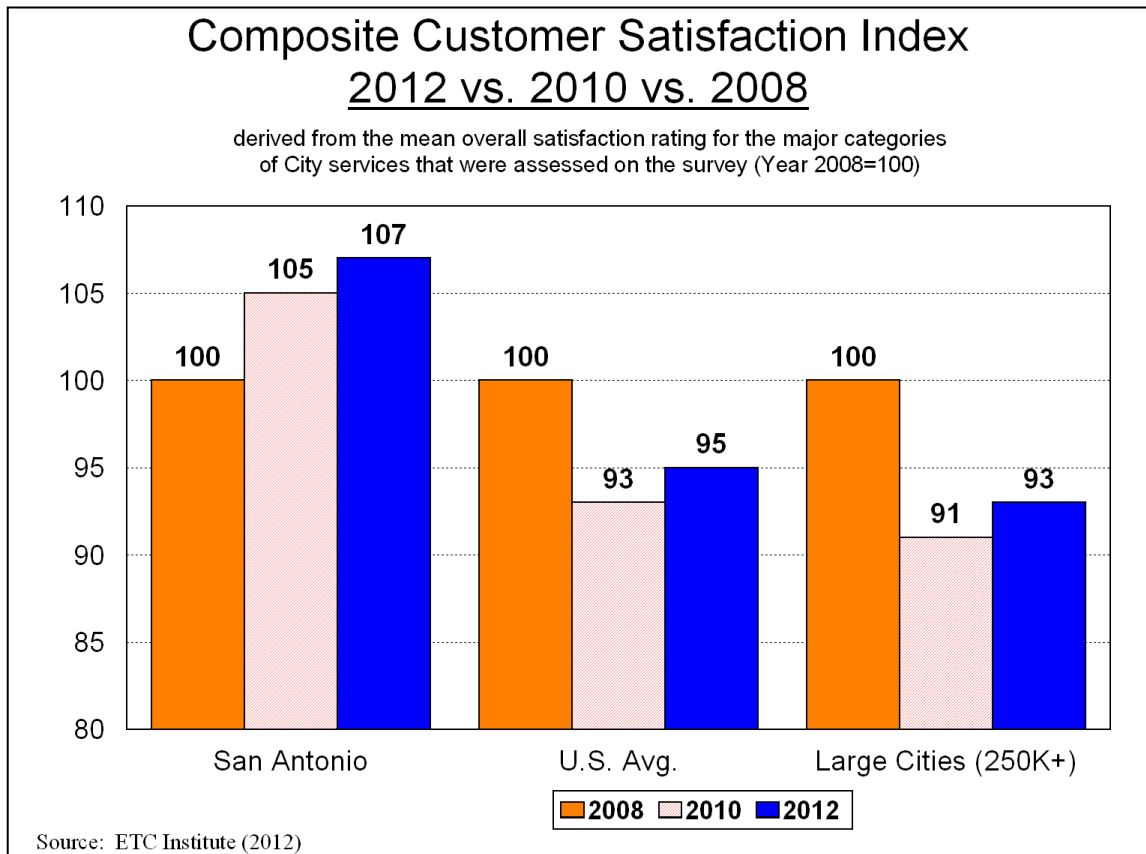
Task 3.1D: Develop Performance Indices (Optional)

If desired, ETC Institute can also develop performance indices for the City that can be used to objectively measure the overall performance of the City in key areas over time. The chart below shows the composite performance index that is generated from quarterly customer satisfaction survey data collected by ETC Institute for the City of Olathe's Municipal Services Department. The composite rating reflects the Department's performance in 22 areas of customer service. In this example, the Department has set a goal of achieving a composite rating of at least 80.00. The checkmarks show when Olathe achieved this objective.



The chart on the following page is another example of a composite customer satisfaction index that is used by the City of San Antonio to track its overall performance. The index works like the Consumer Price Index (CPI). It is a function of the City's composite performance in 13 major areas relative to the Base Year of 2008. Changes in the index from one year to the next shows how overall satisfaction with City services has changed relative to the base year. The data is compared to national trends which are shown as a composite index for the U.S. and Large U.S. Cities with a population greater than 250,000. This allows the City of San Antonio to see how its performance changes compared to other cities of a similar size.

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

- The development of a final written report that includes, at a minimum, the following:
 - an executive summary that includes a description of the survey methodology and major findings
 - charts and graphs for most questions on the survey, including charts that show trends from previous surveys
 - benchmarking analysis that shows how the City compares to other communities; including large communities with a population of over 250,000 residents
 - importance-satisfaction analysis which will include tables and matrices that show the priorities for the city for the upcoming year
 - tables showing the results for all questions on the survey, including any open-ended questions
 - GIS maps that show geocoded survey results for selected questions on the survey
 - copy of the survey instrument
- ETC Institute will also make two formal presentations: one will be a 20-30 minute presentation for City staff, and the second will be a high-level City Council/executive briefing of approximately 15 minutes.

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- ETC Institute will also prepare a 1-2 page press briefing document that the City can use to discuss the findings with the press and other interested groups.

Deliverable Task 3: ETC Institute will prepare and submit 1 copy of the draft report for the City to review. Once the City provides feedback on the draft report, ETC Institute will prepare 10 bound copies of the final report. The reports will include a table of contents, will be tabbed and the pages will be numbered. An electronic copy of the final report will be made available to the City. ETC Institute will also provide the City with the raw survey data in an Excel spreadsheet.

Project Schedule

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

May-June 2015

- Refine the 2014 Citizen Survey tool
- Determine survey tools to be utilized
- Finalize survey instruments for pre-test, select pre-test participants and run pre-tests
- Pre-test feedback and discussion
- Finalize survey tools, develop web survey, and test survey instrument
- Finalize sampling plan

July-August 2015

- Administer the survey (mail, phone, and online)
- Data collection completed

September 1-15, 2015

- Tabulate the survey results
- Prepare and deliver the Draft Report, which will include the benchmarking analysis
- Discuss changes to Draft Report

September 16-30, 2015

- Submit Final Report

September 1-15, 2015

- Tabulate the survey results
- Prepare and deliver the Draft Report, which will include the benchmarking analysis

October 2015

- On-site presentation

Section 4:

Management Structure

Resumes of Key Personnel Assigned to the Project

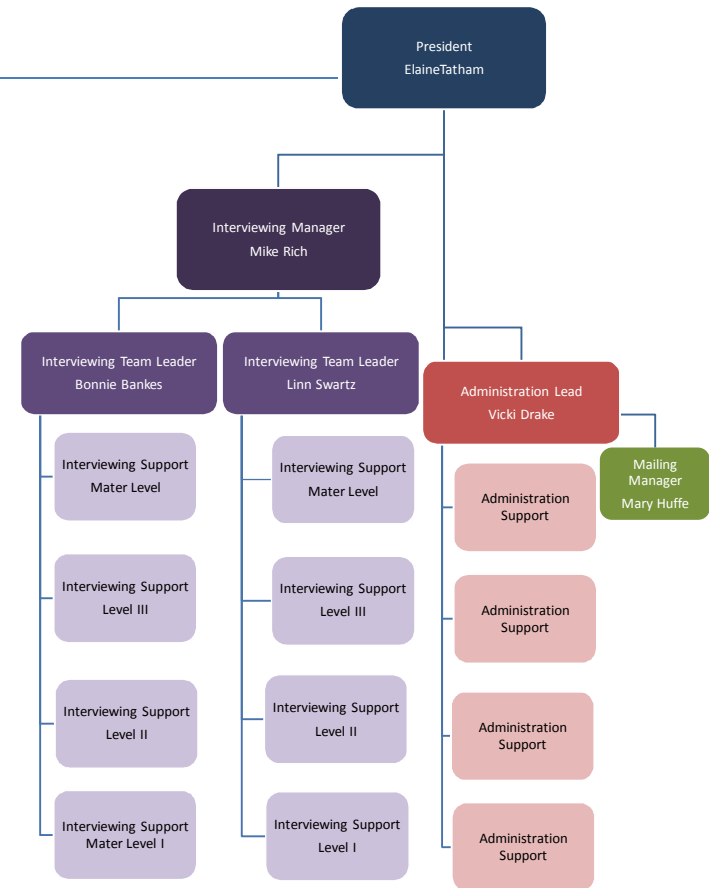
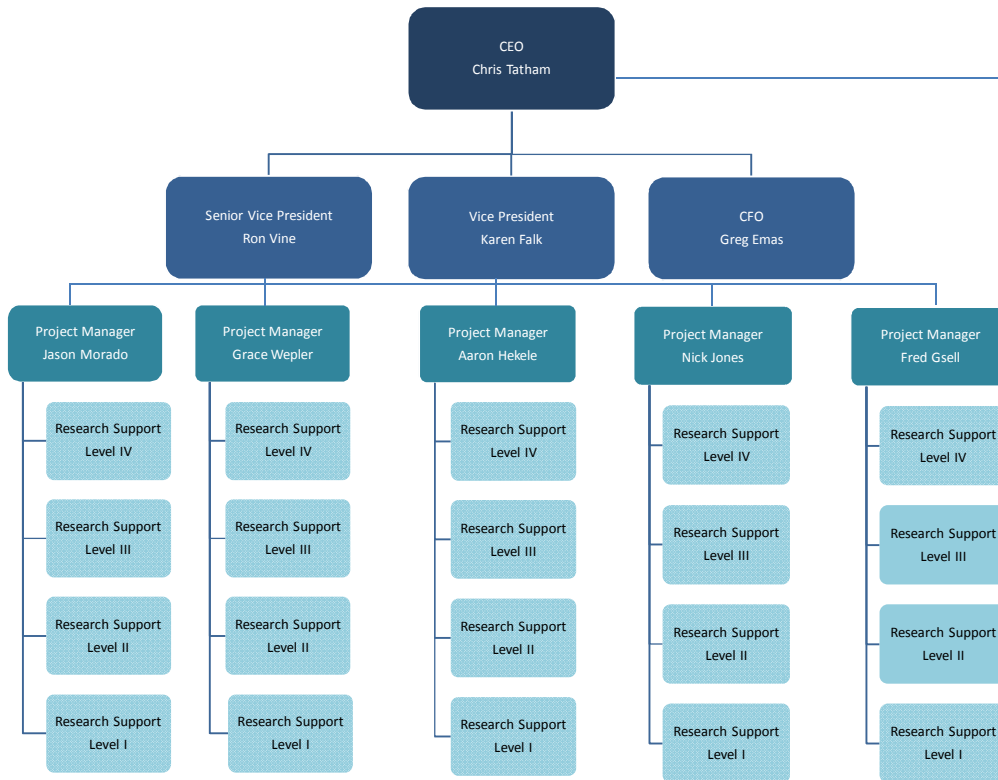
The ETC Institute Team was assembled based on a thorough review of the requested scope of services. The staff members selected to fill key roles had to have extensive experience that exceeded the technical requirements for the project. The core skills that were identified by our team are listed below:

- Strong project management skills and extensive experience with the management of research studies for local government organizations
- Statistical sampling expertise
- Knowledge of local government organizations

All services will be performed in-house by ETC Institute. ETC Institute has its own call center with state of the art phone survey administration equipment. The key members of the project team who will be assigned to the project are listed below:

- **Chris Tatham** will assume the role as the Project Manager. Mr. Tatham has managed more than 500 community and business surveys for local governmental organizations across the United States, including dozens of surveys in Texas. He has conducted community surveys in 9 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. He has more experience with the design and interpretation of community and business survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. His understanding of local government issues combined with his local experience make him ideally suited to help the City achieve the goals and objectives for this project. **Mr. Tatham served as the Project Manager for the City of Austin community surveys conducted annually from 2009-2014.**
- **Dr. Elaine Tatham** will assume the role of Data Manager. She is a national expert in survey design and sampling methodology. Dr. Elaine Tatham is president and owner of ETC Institute, a management consulting firm that does consulting with a focus on evaluation, research design, market research, information management, statistical applications, and analysis. She has more than 35 years of research experience. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States. **Dr. Tatham designed the research methodology for the City of Austin community surveys conducted annually from 2009-2014.**
- **Jason Morado** will assume the role of Assistant Project Manager. Jason has more than 13 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 200 local governmental organizations throughout the U.S. **Mr. Morado served as the Assistant Project Manager and Senior Researcher for the City of Austin community surveys conducted annually from 2009-2014.**

ETC Institute will be using OneTouchPoint – GINNYS as a subcontractor to print surveys. One TouchPoint will report to the Project Manager and Mailing Manager. A full organizational chart for ETC Institute is provided on the following page.



Section 5:

Prior Experience and Reference Sheet

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name ETC Institute

1. Company's Name City of Dallas
Name and Title of Contact Margaret Wright, Assistant Director of Strategic Planning
Present Address 1500 Marilla St., L2AN-B
City, State, Zip Code Dallas, TX 75201
Telephone Number (214) 670-3550 Fax Number ()
Email Address margaret.wright@dallascityhall.com

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

3. Company's Name City of Kansas City (mo)
Name and Title of Contact Kate Bender, Senior Performance Analyst
Present Address 414 E. 12th St, 13th Floor
City, State, Zip Code Kansas City, MO 64106
Telephone Number (816) 513-6567 Fax Number ()
Email Address Kate.bender@kcmo.org

4. Company's Name

City of Oklahoma City

Name and Title of Contact

Doug Dowler, Asst. Director of the Office of Management and Budget

Present Address

100 N. Walker

City, State, Zip Code

Oklahoma City, OK 73102

Telephone Number

(405) 291-2814 Fax Number ()

Email Address

doug.dowler@okc.gov

5. Company's Name

City of Olathe

Name and Title of Contact

Michael Wilkes, City Manager

Present Address

100 E. Santa Fe St.

City, State, Zip Code

Olathe, KS 66061

Telephone Number

(913) 971-8700 Fax Number ()

Email Address

mwilkes@olatheks.org

Related Project Summaries

City of Austin, Texas

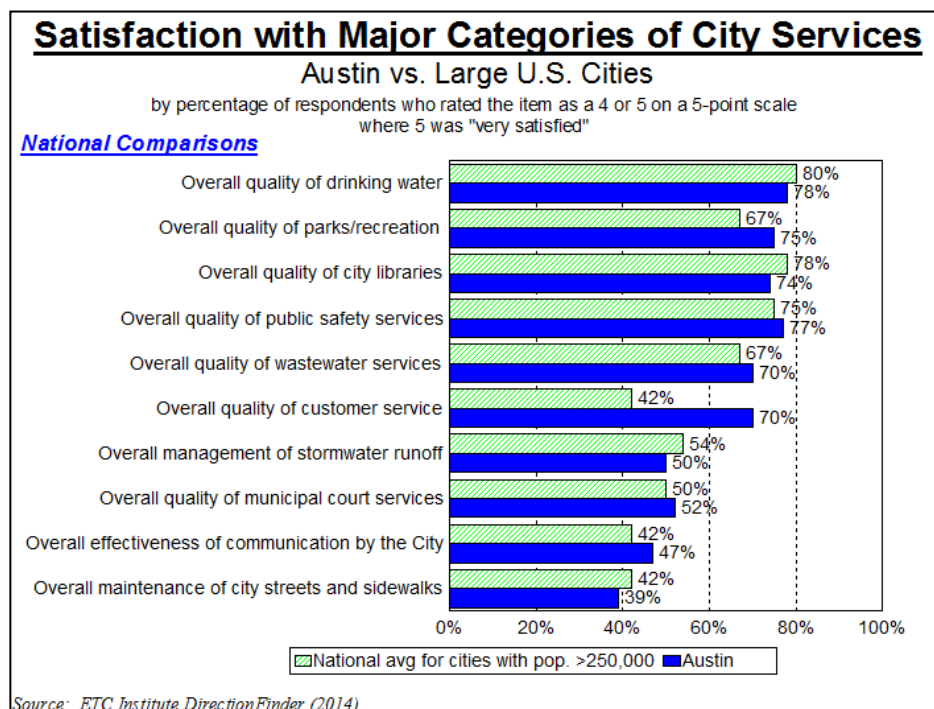
ETC Institute administered community surveys for the City of Austin annually from 2009 through 2014. The purpose of the surveys was to assess satisfaction with the delivery of major City services and to help determine priorities for the community as part of the City's ongoing planning process.

In 2014 a five-page survey was mailed to a stratified random sample of 3,000 households in the City. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Of the households that received a survey, 584 completed the survey by phone and 641 returned it by mail for a total of 1,225 completed surveys. The results for the random sample of 1,225 households have a 95% level of confidence with a precision of at least +/-2.8%.

The City of Austin **rated at or above the national average** for cities with a population of more than 250,000 in 31 of the 46 areas that were assessed. The areas in which Austin rated at least 10% above the national average are listed below:

- Overall quality of customer service (+28%)
- I feel safe in my neighborhood at night (+25%)
- I feel safe in city parks (+17%)
- Condition of streets in neighborhoods (+16%)
- Quality of residential curbside recycling services (+13%)
- Bulky item pick-up/removal services (+12%)
- Number of walking/biking trails (+11%)
- Cleanliness of City streets and other public areas (+10%)

The chart to the right shows how the City of Austin compares to the national average for cities with a population of more than 250,000 in regards to major categories of City services.



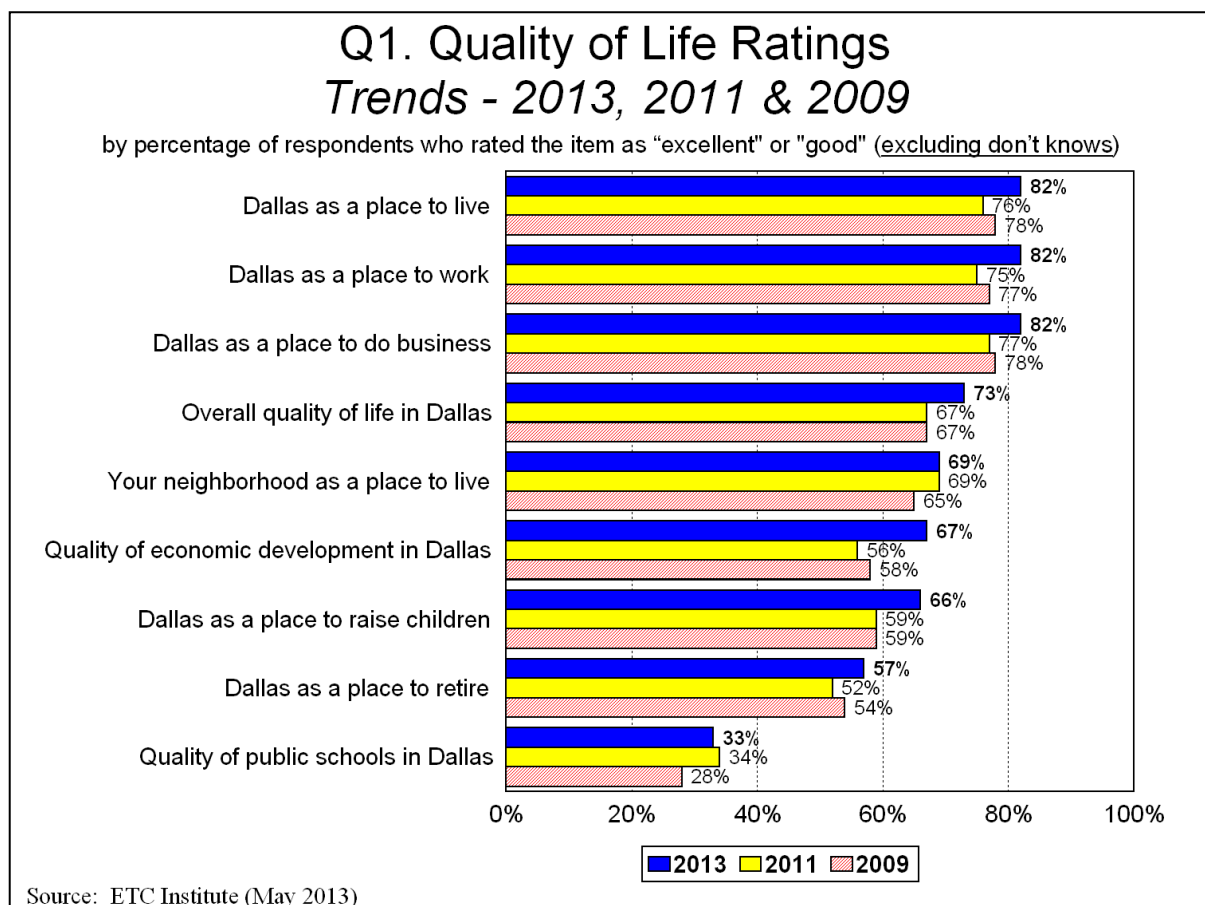
City of **Dallas**, Texas

ETC Institute administered *community surveys for the City of Dallas in 2009, 2011, 2013 and 2014*. The purpose of the surveys was to assess citizen satisfaction with the delivery of major city services to help improve the quality of city services and to determine priorities for the community.

The most recent survey was mailed to a random sample of 10,000 households in the City of Dallas. Approximately seven days after the surveys were mailed; residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. A total of 1,428 households completed the survey.

The results for the random sample of 1,428 households have a 95% level of confidence with a precision of at least +/- 2.6%. In order to better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey. The map above shows the physical distribution of survey respondents based on the location of their home.

To provide the City with additional resources to more fully understand the survey data, ETC Institute created trend charts to show how ratings of the City have changed over time. The results of the 2013 survey showed that perceptions of the City improved in most areas from 2011 (see the chart below).



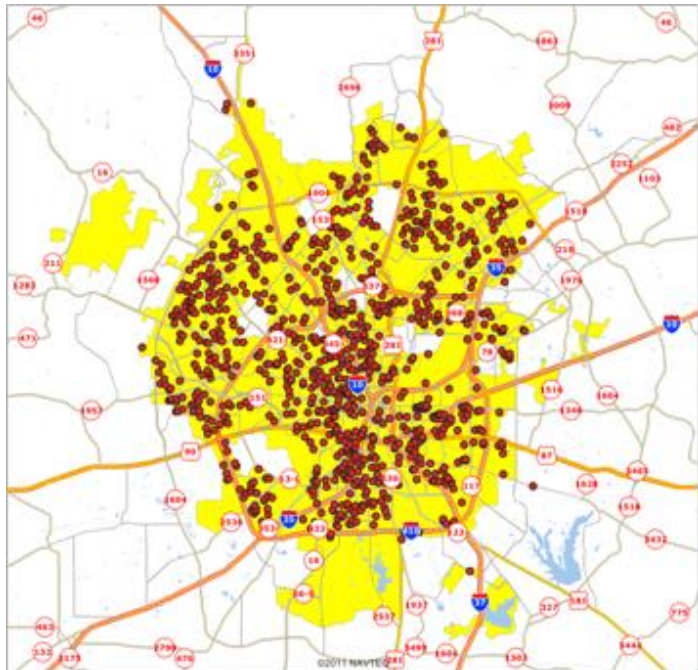
City of San Antonio, Texas

ETC Institute has administered *community surveys for the City of San Antonio in 2010, 2012 and 2014, and employee surveys in 2011 and 2013*. ETC Institute also administered a business survey for the City of San Antonio in 2012.

The purpose of the community surveys was to objectively assess resident satisfaction with the delivery of city services and to gather input about priorities for the City.

The 2012 survey was administered in English and Spanish to a random sample of 1,011 residents by phone. At least 100 surveys were completed in each of the City's ten council districts. The results for the random sample of 1,011 households have a 95% level of confidence with a precision of at least +/- 3%.

To assist the City in understanding the 2012 survey results, ETC Institute also conducted a 2010-2012 Benchmarking Analysis. The analysis provided comparisons to the National Average (San Antonio was compared to results of a survey conducted by ETC in April 2011 of U.S. cities with populations of 250,000 or more) and comparisons to cities of similar size (Dallas, Fort Worth, Houston, Austin, Oklahoma City, Indianapolis and Kansas City, Missouri). As the table below shows, the City of San Antonio had the highest or second highest level of satisfaction in all of the areas shown in the table below.



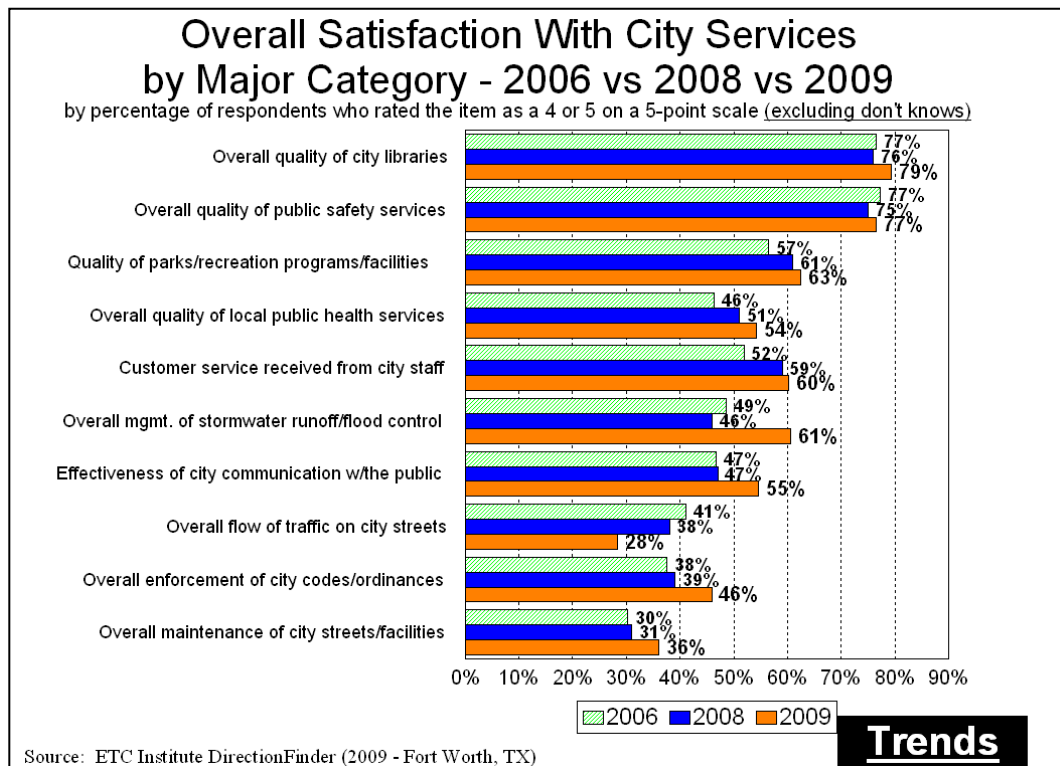
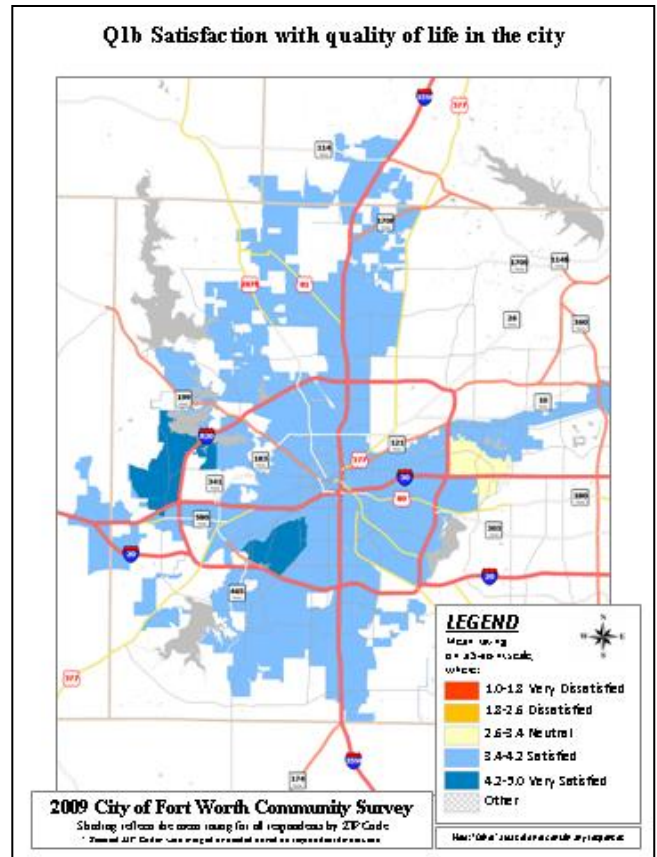
Satisfaction Ratings for the Five Largest Texas Cities

Service	Houston	Fort Worth	Austin	Dallas	San Antonio	San Antonio Rank
Fire	89%	88%	87%	86%	99%	1st
Library	Not asked	80%	74%	78%	88%	1st
Solid Waste	74%	71%	82%	73%	79%	2nd
3-1-1/Customer Service	53%	60%	70%	50%	77%	1st
Parks	52%	63%	76%	50%	75%	2nd
Police	59%	77%	71%	56%	73%	2nd
Animal Care	42%	49%	61%	36%	55%	2nd
Code	40%	46%	41%	40%	54%	1st
Public Works	39%	36%	42%	33%	48%	1st

City of Fort Worth, Texas

ETC Institute administered the 7th DirectionFinder® survey for the City of Fort Worth during the spring of **2009**; previous surveys were administered in **2003, 2004, 2005, 2006, 2007 and 2008** for the City of Fort Worth. The surveys are used as a key component in the City's Strategic Planning and Performance Measurement programs.

Of the 3,000 households that received a survey, 987 completed the survey by phone and 732 returned it by mail for a total of 1,714 completed surveys (57% response rate). The results for the random sample of 1,714 households have a 95% level of confidence with a precision of at least +/- 2.4%. In order to better understand how well services are being delivered by the City of Fort Worth, ETC Institute geocodes the home address of respondents to the survey. An example of a GIS map created by ETC is shown to the right. This map is from the 2009 survey results and shows satisfaction with the quality of life throughout the City.

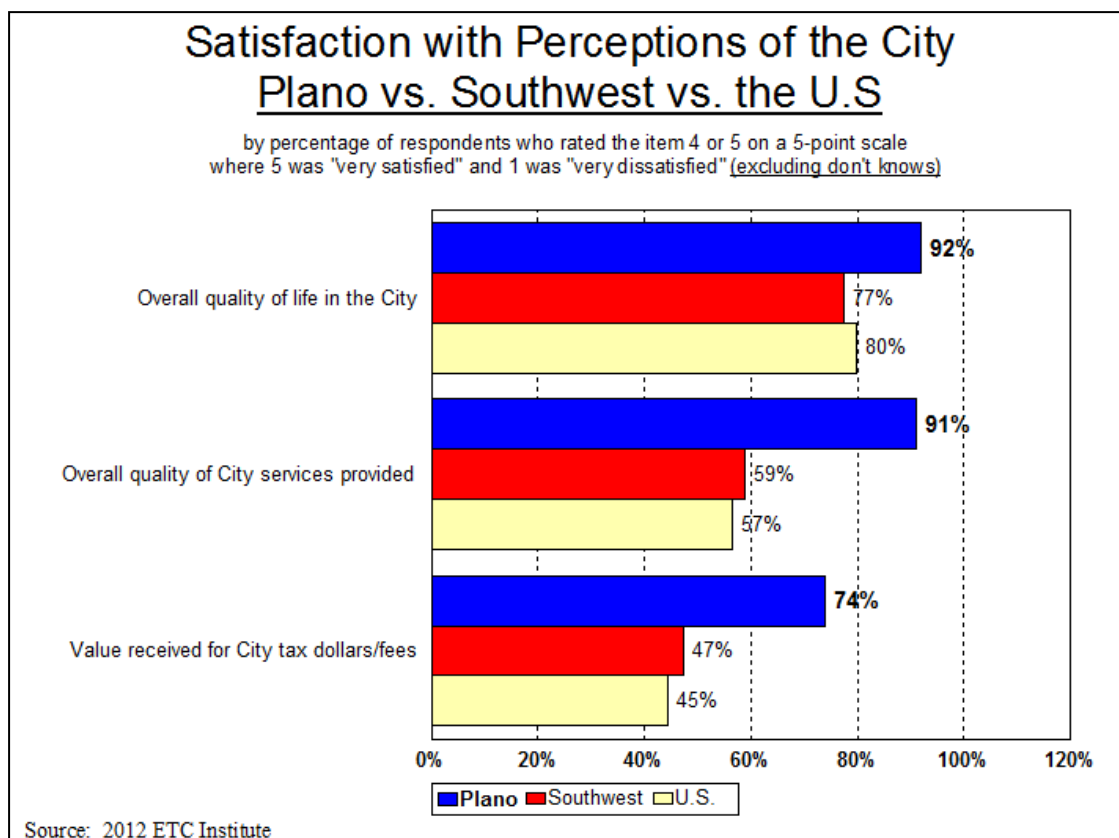


City of Plano, Texas

ETC Institute administered a community survey for the City of Plano during the spring of 2012 as part of the City's ongoing effort to identify and respond to citizen concerns. The survey was mailed to a random sample of 2,000 households in the City of Plano. Approximately 10 days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone.

In 2012 a total of 444 households completed the survey. The results for the sample of 444 households have a 95% level of confidence with a precision of at least $\pm 4.6\%$. There were no statistically significant differences in the results of the survey based on the method of administration.

Satisfaction ratings for the City of Plano were significantly above the Southwest Regional Average and the National Average in regards to the overall quality of life in the City, the overall quality of City services provided, and the value received for City tax dollars and fees.



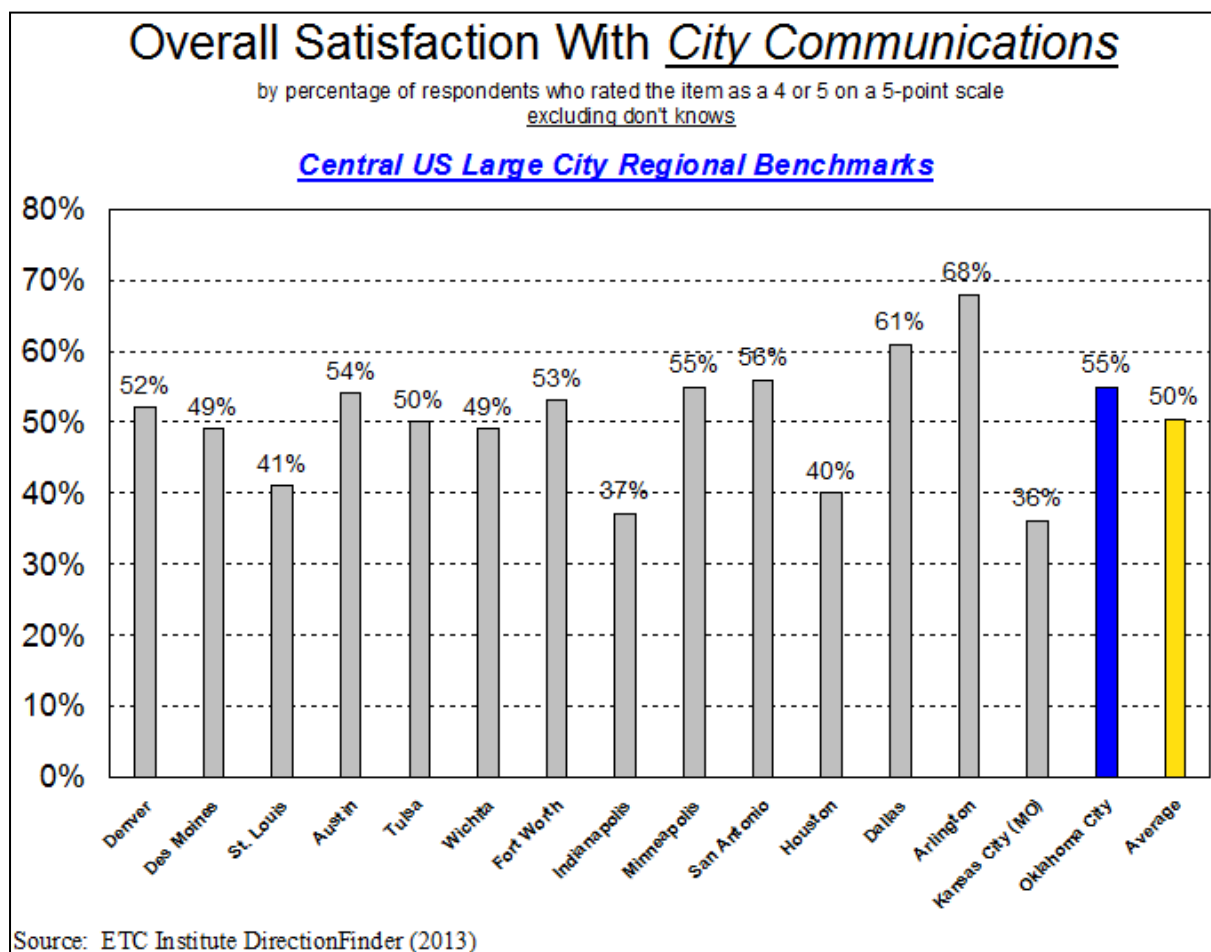
ETC Institute is currently administering another community survey for the City of Plano.

City of Oklahoma City, Oklahoma

ETC Institute administered *community surveys for the City of Oklahoma City in 2005, 2007, 2008, 2009, 2011, 2013 and 2014*. ETC Institute also administered a business survey for the City of Oklahoma City in 2014.

In 2013 a six-page survey was mailed to a random sample of 3,000 households in the City of Oklahoma City. Approximately seven days after the surveys were mailed; residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. A total of 1,236 households completed the survey. The results for the random sample of 1,236 households have a 95% level of confidence with a precision of at least +/- 2.8%. In order to better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey. The map below shows the physical distribution of survey respondents based on the location of their home

ETC Institute conducted benchmarking analysis, and compared the results for Oklahoma City large communities both nationally and regionally. The chart below shows how the City compares to selected large communities in the central U.S. in regards to City communications.



ETC Institute administered *community surveys for the City of Kansas City, Missouri in 2000, 2002, 2003, 2004, 2005, 2006, 2008, 2009, 2011, 2012, 2013, 2014 and 2015*. ETC Institute also administered business surveys for the City of Kansas City, Missouri in 2011, 2012, 2013 and 2014.

The City of Kansas City, Missouri, was the first large City to participate in ETC Institute's DirectionFinder® Survey. The survey was originally commissioned by the former City Auditor, Mark Funkhouser in 2000. Interestingly, Mark Funkhouser retired as City Auditor in 2006 and used the results of ETC Institute's DirectionFinder® Survey as the foundation of a successful Mayoral Campaign in 2007.

A map of Los Angeles County, California, highlighting the area covered by the South Coast Air Quality Management District (AQMD) in yellow. The map displays numerous brown dots representing sampling locations for PM_{2.5}. Major highways are shown as red and blue lines with their respective shields (e.g., I-5, I-10, SR-60). Various geographic features like rivers and lakes are depicted in light blue. The map includes labels for major cities and areas such as Northridge, Van Nuys, Burbank, Glendale, Pasadena, and Long Beach. A copyright notice at the bottom reads "©2013 CALIPSO, ©2012 NAVTEQ".

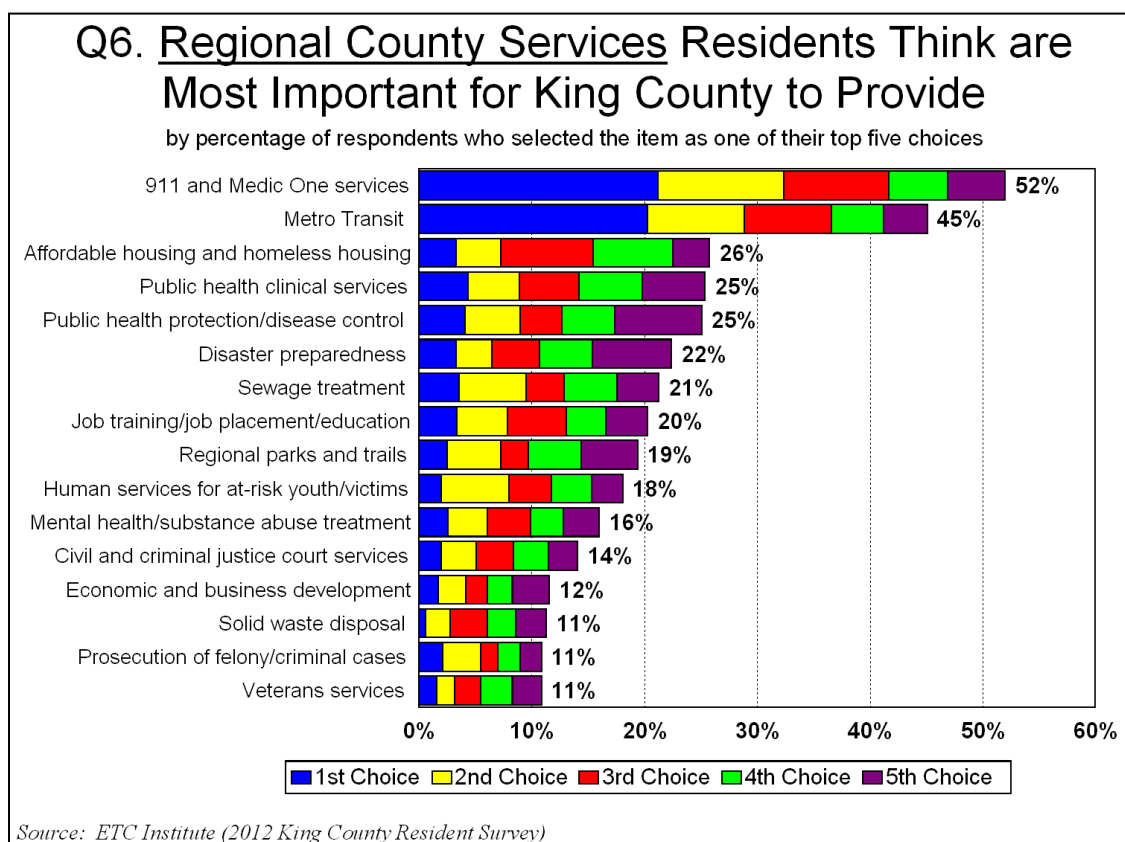
The total number households that completed the 2012-13 survey was 4,108, (a 46% response rate). The results for the random sample of 4,108 surveys have a precision of at least +/-1.5%.

King County, Washington

King County government provides many different services to the community's 1.9 million residents. For people who live in one of the County's 39 cities, the County provides regional services such as disaster preparedness, public health, transit and etc. For other residents, the approximately 350,000 residents who live in King County's unincorporated areas, both urban and rural, the County provides the same regional services but also provides local services such as road maintenance and land-use planning. To assess satisfaction with both local and regional services, ETC Institute conducted a Customer Satisfaction survey for the County in **2009 and then again in 2012**. The results from the surveys are used as part of the County's on-going strategic planning process.

The sample for the survey was stratified to obtain statistically valid results from each of the four geographic areas in the County: (1) the City of Seattle, (2) all other incorporated areas in the County excluding Seattle, (3) urban unincorporated areas of the County, and (4) rural unincorporated areas of the County. A seven page survey was mailed to a random sample of 750 households in each of these four areas. Of the 3,000 households that were selected to receive the survey, 277 completed the survey by mail and 747 completed the survey by phone for a total of 1,024 completed surveys. There were at least 250 respondents from each of the four areas. The overall results of the survey have a precision of at least $\pm 3.0\%$ at the 95% level of confidence. The results for each of the four areas have a precision of at least $\pm 6.5\%$ at the 95% level of confidence.

To help the County identify opportunities for improvement, ETC Institute conducted an Importance-Satisfaction Analysis, Benchmarking Analysis, GIS Mapping and an analysis of the data by geographic region.



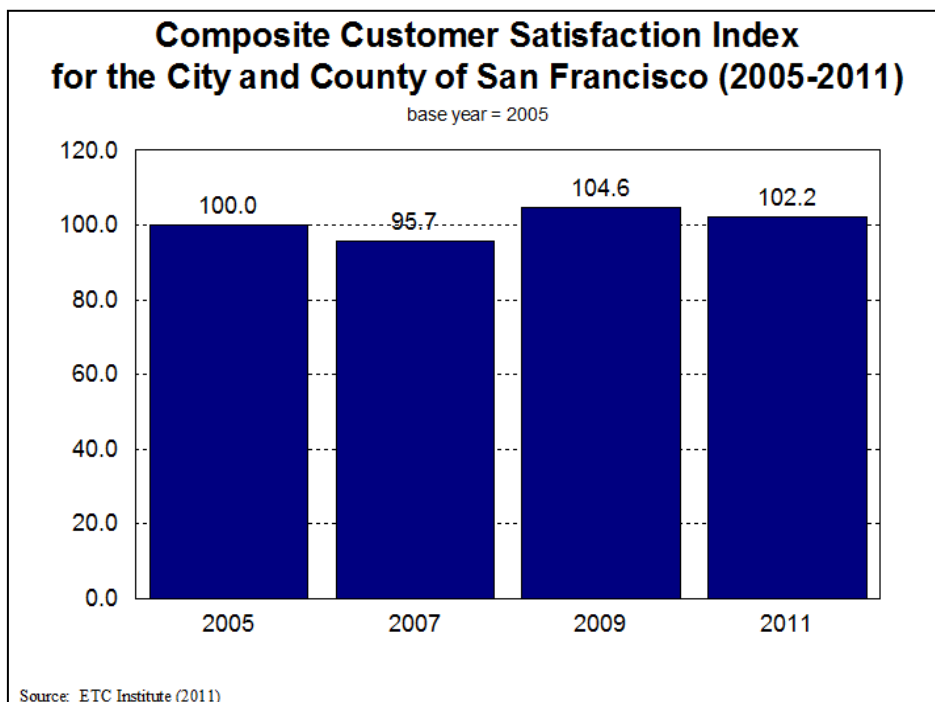
City of San Francisco, California

During May and June 2011, ETC Institute administered a community survey for the City and County of San Francisco. The purpose of the survey was to objectively assess satisfaction among residents with the delivery of various City services that are used by most residents. The survey was administered to a random sample of 3,979 residents. The overall results have a 95% level of confidence with a precision of at least +/- 1.1%.

To broadly assess resident satisfaction with local government services, rather than basing it on a single question, ETC Institute developed a composite customer satisfaction index that includes all services that have been assessed on the survey from 2005 to 2011, including infrastructure (streets/sidewalks),

public safety, Muni services, library services, and parks and recreation. The index was calculated by combining the mean ratings for each service area, then setting 2005 results as the baseline at a level of 100. Values greater than 100 indicate that the City's performance in these areas has improved since 2005, whereas values less than 100 indicate that the City's performance has decreased since

2005. As the chart to the right indicates, the City's customer satisfaction index decreased slightly from 104.6 in 2009 to 102.2 in 2011. Although the Composite Index has declined since 2009, the City's current rating is still higher than it was in both 2005 and 2007.

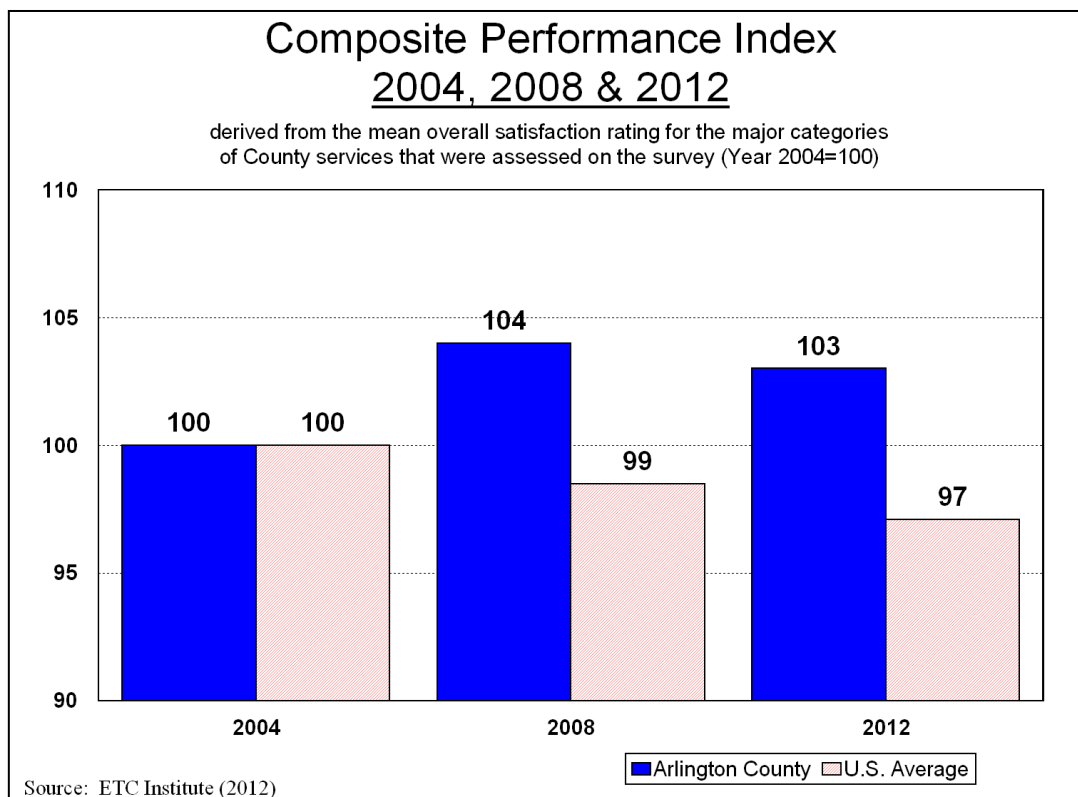


Arlington County, Virginia

ETC Institute administered a comprehensive customer satisfaction survey for Arlington County, Virginia during **2004, 2008 and then again in 2012**. The purpose of the surveys was to assess citizen satisfaction with the quality of a wide range of county services including: police, fire, public transportation, trash collection, libraries, code enforcement, street maintenance, communication, and many others.

During March 2012, ETC Institute mailed the seven-page survey to a random sample of 3,600 households in Arlington County. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. The survey was administered in both English and Spanish. Of the households that received a survey, 243 surveys were completed online, 472 surveys were completed by mail and 591 surveys were completed by phone, for a total of 1,306 completed surveys; 112 of the surveys were conducted in Spanish. The overall results for the random sample of 1,306 households have a 95% level of confidence with a precision of at least $\pm 2.7\%$.

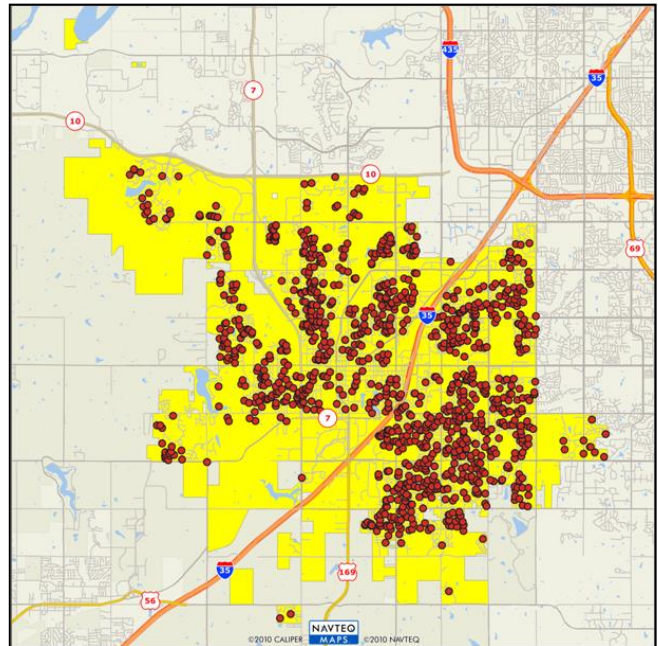
In order to better understand how well services are being delivered by the county, ETC Institute created a composite performance index (CPI). The CPI is designed to show how Arlington County's performance has changed relative to other communities. While overall satisfaction in most cities and counties continues to decline from 2004, overall satisfaction in Arlington County increased and stayed about the same from 2008 to 2012. This means that Arlington County's improved performance has been accomplished in an environment where residents of the United States are generally less satisfied with local governmental services than they were eight years ago



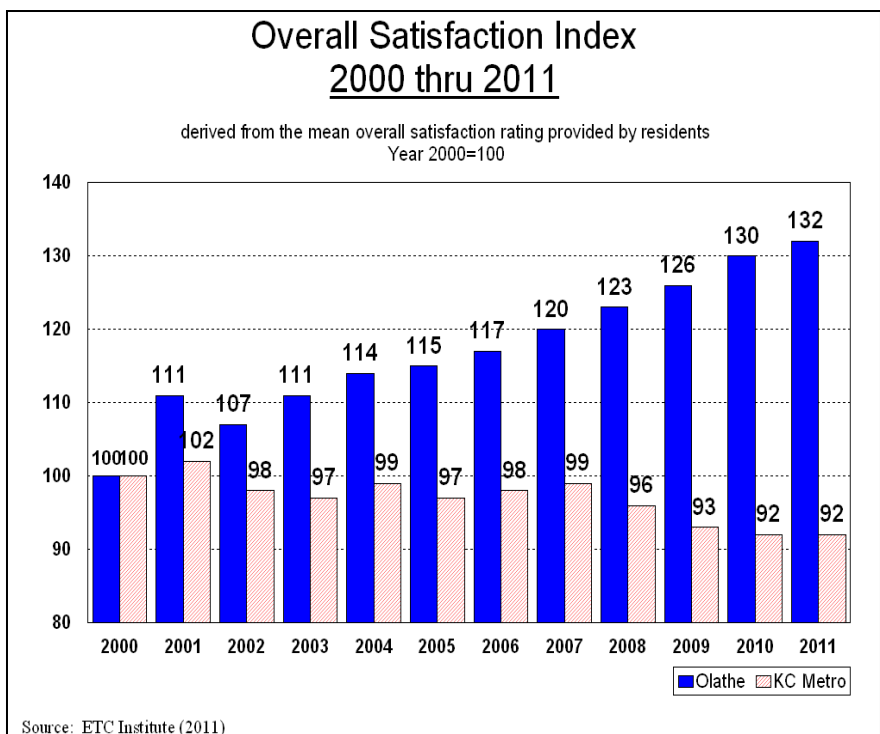
City of Olathe, Kansas

The City of Olathe conducted a citizen survey during March of 2015 to help determine priorities for the community as part of the City's on-going strategic planning process; this was the sixteenth year the City has administered ETC Institute's *DirectionFinder®* Survey. ***The survey has been conducted annually since 2000, and quarterly since 2013.***

The seven-page survey was mailed to a random sample of 2,500 households in the City of Olathe. Approximately 10 days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Of the 2,500 households that received a survey, a total of 1,226 completed the survey.



The 2012 results for the random sample of 1,226 households have a 95% level of confidence with a precision of at least +/- 2.8%. There were no statistically significant differences in the results of the survey based on the method of administration (phone vs. mail). In order to better understand how well services are being delivered by the city, ETC Institute geocoded the home address of respondents to the survey. The above map shows the physical distribution of survey respondents based on the location of their home.



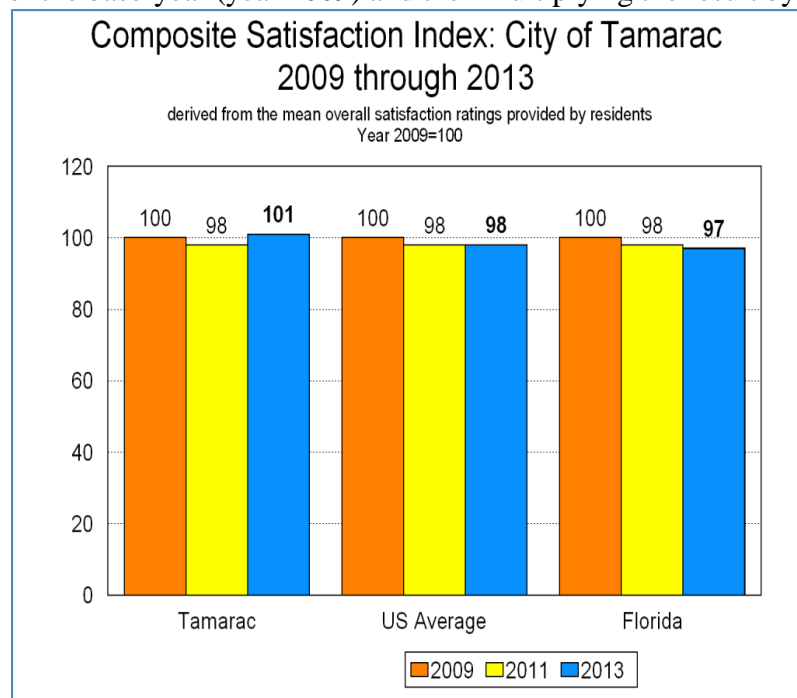
City of Tamarac, Florida

ETC Institute administered *community surveys for the City of Tamarac in 2005, 2007, 2009, 2011 and 2013*. ETC Institute also administered business surveys for the City of Tamarac in 2005, 2007, 2009, 2011 and 2013. The 2013 business survey was part of the City's ongoing strategic planning process designed to involve the community in long-range planning decisions and to determine how well the City is meeting the needs of businesses in Tamarac. The survey was administered using a combination of mail, phone, and fax to a random sample of 200 businesses in the City of Tamarac. The overall results of the business survey have a precision of at least $\pm 6.8\%$ at the 95% level of confidence.

The 2013 survey was mailed to a random sample of 1,500 households in the City of Tamarac. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone or on the Internet. A total of 623 surveys were completed (42% response rate). The results for the random sample of 623 households have a precision of at least $\pm 4\%$ at the 95% level of confidence. There were no statistically significant differences in the results of the survey based on the method of administration. A minimum of 150 surveys were completed in each of the City's four commission districts. The results for each commission district have a precision of at least $\pm 8\%$ at the 95% level of confidence.

To objectively assess the change in overall satisfaction with City services from 2009 to 2013, ETC Institute developed a Composite Customer Satisfaction Index for the City. The Composite Customer Satisfaction Index is derived from the mean rating given for all major categories of City services that have been assessed on the survey since 2009. The index is calculated by dividing the mean rating for the current year by the mean rating for the base-year (year 2009) and then multiplying the result by 100. The chart to the right shows how the Composite Customer Satisfaction Index for the City of Tamarac, the State of Florida, and the United States has changed since 2009.

As the chart to the right shows, the Composite Satisfaction Index for the U.S. is two points lower in 2013 than it was in 2009. The State of Florida's Index is three points lower in 2013 than it was in 2009. **Although the national and state averages have dropped slightly, the Composite Satisfaction Index for the City of Tamarac improved one point from 2009 to 2013.**



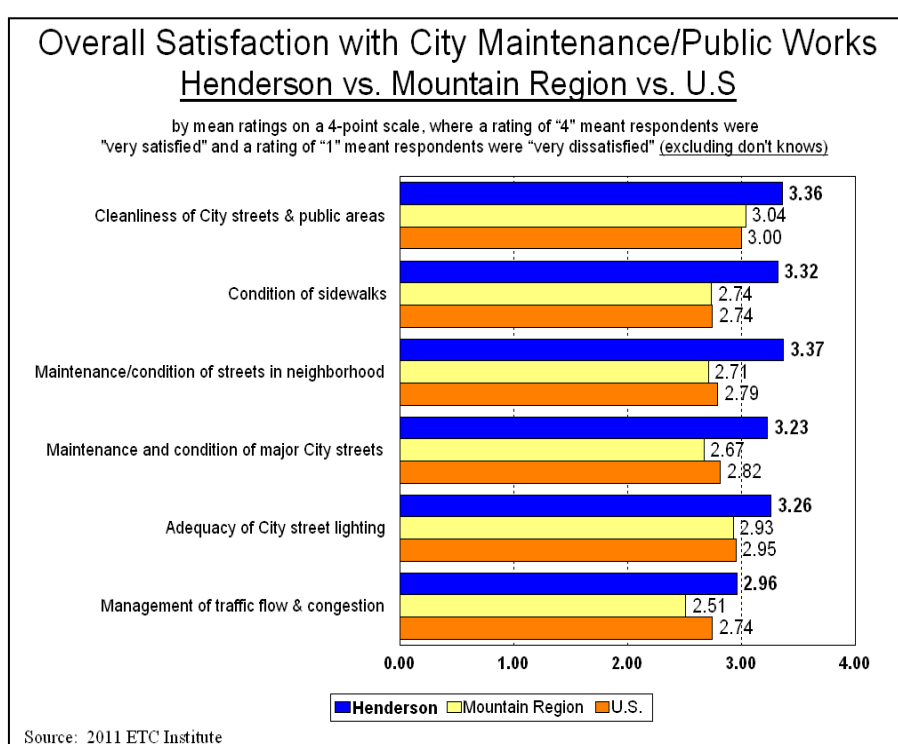
Henderson, Nevada

ETC Institute administered the DirectionFinder® survey for the City of Henderson *in 2010 and 2014*. The survey was administered as part of the City's effort to assess citizen satisfaction with the quality of services and to establish priorities of service delivery. The information gathered from the survey will help the City establish budget priorities and refine policy decisions.

A seven-page survey was mailed to a random sample of 3,000 households in the City of Henderson. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Of the households that received a survey, 175 completed the survey by phone and 853 returned it by mail for a total of 1,028 completed surveys (34% response rate). The results for the random sample of 1,028 households have a 95% level of confidence with a precision of at least +/- 3%. There were no statistically significant differences in the results of the survey based on the method of administration (phone vs. mail).

To help the City better understand the results of the survey, ETC Institute conducted a Benchmarking Analysis in 2010. The analysis compared the City of Henderson's 2010 results to the results of a national survey conducted by ETC Institute during April 2010 to a random sample of more than 4,300 residents in the continental United States and to a regional survey administered by ETC Institute to a random sample of 434 residents in the mountain region of the United States during April 2010. The mountain region of the United States included the states of Washington, Oregon, Idaho, Montana, Wyoming, Nevada, Utah and Colorado.

As the chart to the right shows, the City of Henderson rated well above the U.S. and Mountain Region in many of the services assessed. Without Benchmarking Analysis the City of Henderson may have wondered whether or not a mean rating of 2.96 was an acceptable rating for the management of traffic flow and congestion. The results of the Benchmarking Analysis indicated that the City of Henderson actually rated above the National and Mountain Region averages for the management of traffic flow and congestion.



Johnson County, Kansas

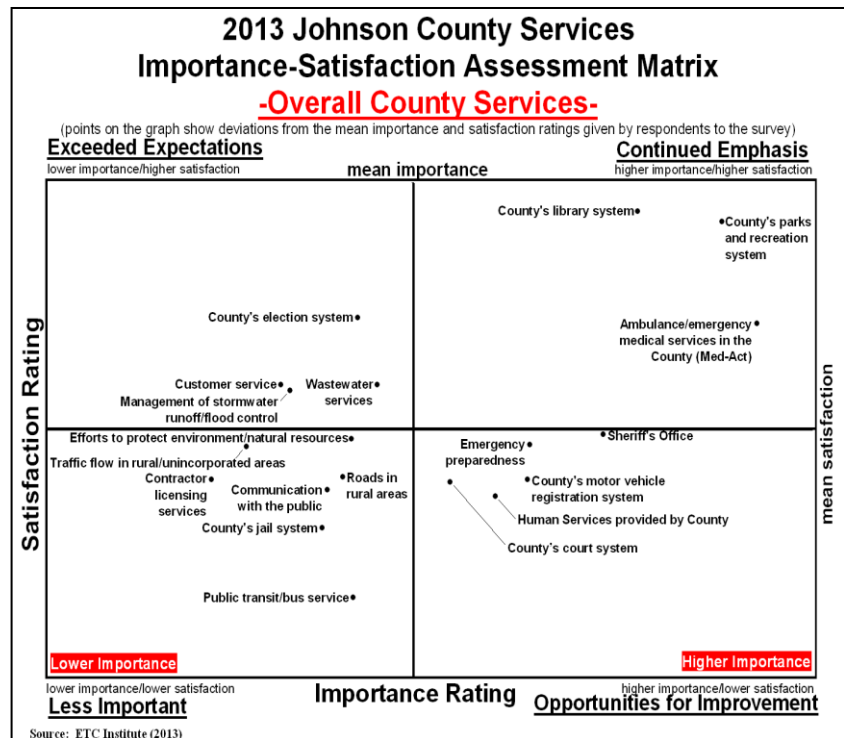
ETC Institute has conducted a biannual DirectionFinder[®] Survey for Johnson County, Kansas in **2005, 2009, 2011 and 2013**. Johnson County is a county of more than 534,000 residents and includes part of the Kansas City metropolitan area. The County is located in northeast Kansas and includes 20 incorporated cities.

The 2013 JOCO survey was mailed to a random sample of 3,000 households in Johnson County in the summer of 2011. The survey was administered in both English and Spanish. Of the households that received a survey, 409 completed the survey by phone and 863 returned it by mail for a total of 1,272 completed surveys (a 42% response rate). The results for the random sample of 1,272 households have a 95% level of confidence with a precision of at least +/- 2.7% for the county and +/-6.9% for each of the six commission districts.

To aid in the County's understanding of the survey results, ETC Institute administered an Importance-Satisfaction Analysis (I-S) of the survey results. This is a tool that helps community leaders objectively assess which services should receive additional emphasis. The analysis incorporates two types of data from the survey: (1) the level of emphasis or importance that residents thought should be placed on improvements to existing services and (2) the level of satisfaction with these services.

To help the County better understand and utilize the survey data collected, ETC Institute developed an Importance-Satisfaction analysis for the County. This analysis is based on the concept that the County will maximize

overall satisfaction among residents by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of improvements to the service is relative high. The top priorities for improvement in Johnson County based on the results of the Importance-Satisfaction analysis are shown in the right lower quadrant in the chart above.

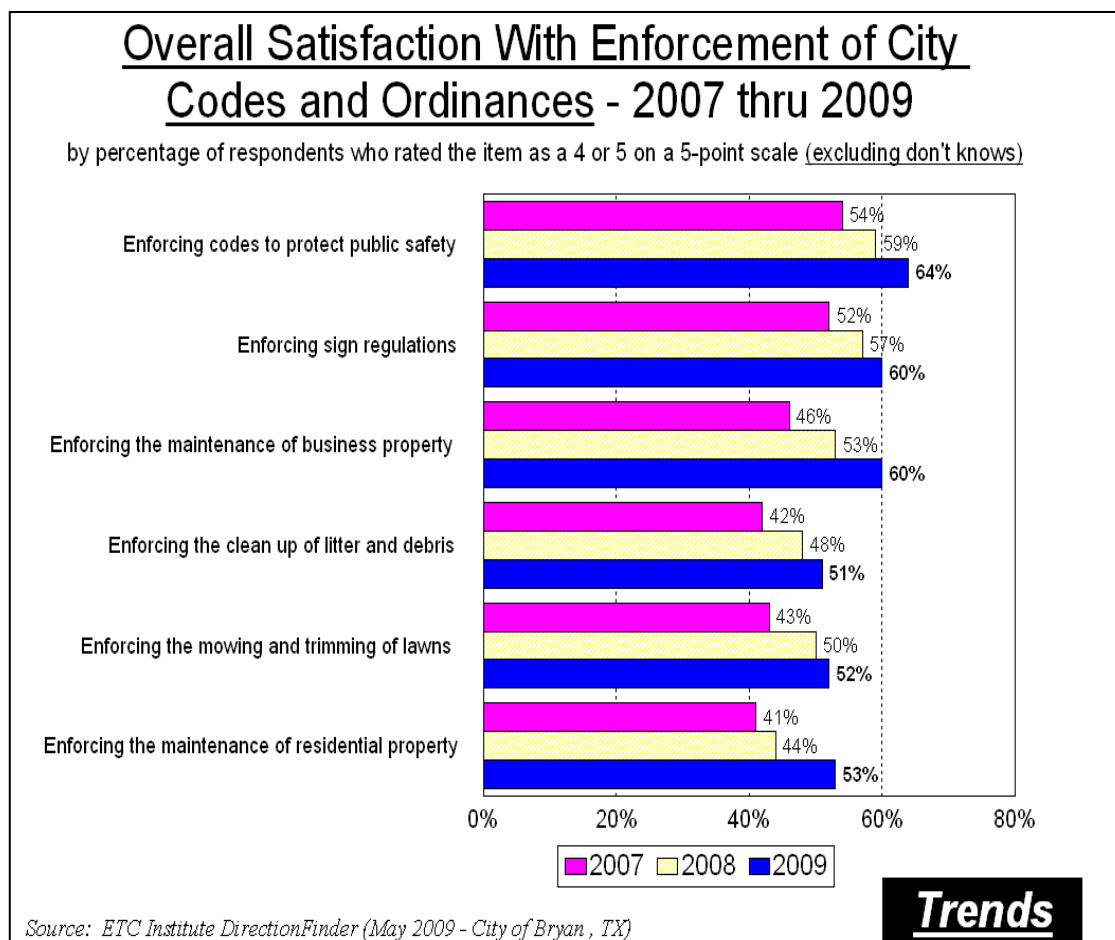


City of Bryan, Texas

ETC Institute administered a DirectionFinder® Survey for the City of Bryan, Texas in **2007, 2009 and 2010**. The purpose of the surveys was to determine how satisfied residents were with the quality of services provided by the City and the level of support for various City policies and issues. The information gathered from the study was utilized by the City to improve and expand programs to increase overall citizen satisfaction.

The 2010 survey was administered using a mail/phone combination. A total of 1,500 surveys were mailed to randomly selected residents throughout Bryan. A week after the surveys were mailed, interviews from ETC Institute began to make follow up phone calls to encourage survey participation and to offer to administer the survey via the telephone. A total of 413 surveys were completed using this method. The random sample of residents had a 95% level of confidence with a precision of +/- 5%.

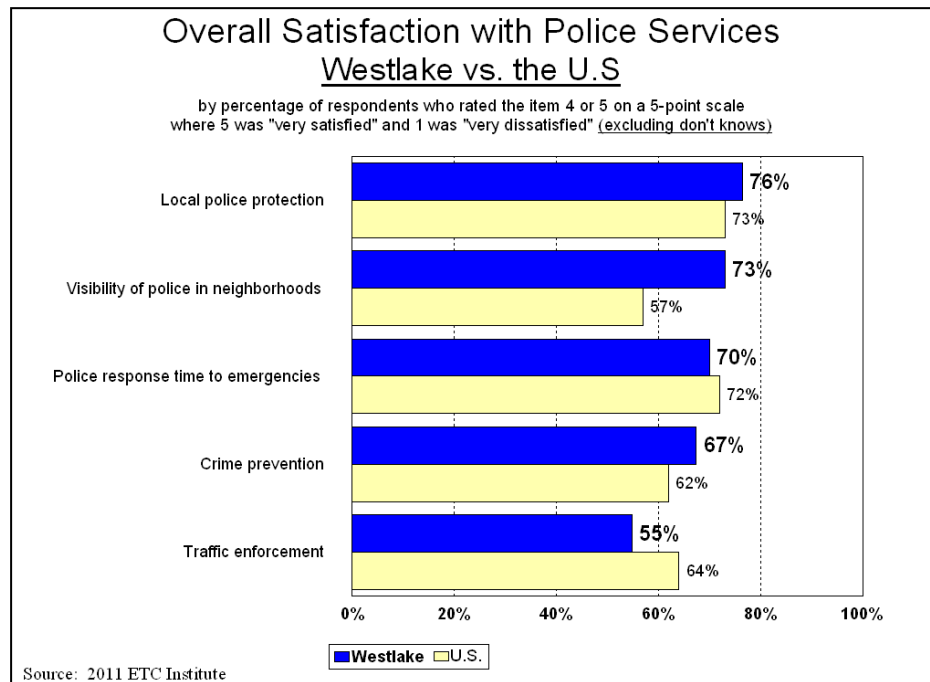
Based upon an analysis of the 2008 survey data, ETC Institute identified City codes and ordinances as a **“very high priority”** for the City of Bryan. After implementing improvements in this area, the City showed improvements in all six of the code and ordinances services assessed on the 2009 survey.



Westlake, Texas

ETC Institute has administered Resident Surveys for the Town of Westlake in **2009, 2010, 2011, 2012 and 2013**. The purpose of the surveys was to gather input from citizens to help Town leaders make critical decisions concerning the allocation of Town resources, to measure the effectiveness of Town Services, and to help decide the future direction of the community.

Each year the six-page survey is administered by mail and phone to a random sample of around 250 households in the Town. The results for the random sample of 255 households have a 95% level of confidence with a precision of at least +/- 4.0%.



Abilene, Texas

ETC Institute administered the DirectionFinder® survey for the City of Abilene, Texas, for the first time during November and December of **2009**. The survey was administered as part of the City's ongoing effort to assess citizen satisfaction with the quality of city services.

A seven-page survey was mailed to a random sample of 1,500 households in the City of Abilene. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Of the households that received a survey, 171 completed the survey by phone and 272 returned it by mail for a total of 443 completed surveys (30% response rate). The results for the random sample of 443 households have a 95% level of confidence with a precision of at least +/-5%. There were no statistically significant differences in the results of the survey based on the method of administration (phone vs. mail). In order to better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey.

Miami Dade County, Florida

ETC Institute has an on-call market research services contract with Miami-Dade County. ETC Institute has administered seven surveys for Miami Dade County, including our own *DirectionFinder®* Survey in **2003, 2005, 2008 and 2013**. The purpose of the *DirectionFinder®* Survey is to help Miami-Dade County assess resident satisfaction with the delivery of major county services and to help determine priorities for the community as part of the County's ongoing planning process.

The most recent *DirectionFinder®* Survey was administered during the fall of 2008. Based upon the overall planning needs of the County, it was decided that two versions of the survey instrument should be developed. Both versions of the survey were four-pages in length and took the typical respondent about 10-12 minutes to complete.

In October, each version of the survey was mailed to a random sample of 10,000 households in Miami-Dade County. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Of the 20,000 households that received a survey, 2,788 completed Version 1 and 2,734 completed version 2 for a total of 5,522 completed surveys (a 28% response rate). The survey was administered in English, Spanish, and Creole. The sample was stratified to ensure the completion of at least 400 surveys (200 of each version) in each of the County's thirteen commission districts. The overall results of each version of the survey have a precision of at least +/-2% at the 95% level of confidence. The results for each commission district have a precision of at least +/-6.5% at the 95% level of confidence. There were no statistically significant differences in the results of the survey based on the method of administration (phone vs. mail).

Since first administering the *DirectionFinder®* survey for Miami-Dade County in 2003, overall satisfaction with the quality of services provided by the County has increased 17%. The above chart shows the ratings of residents who were "very satisfied" or "satisfied" with the quality of County services in 2003, 2005 and 2008.

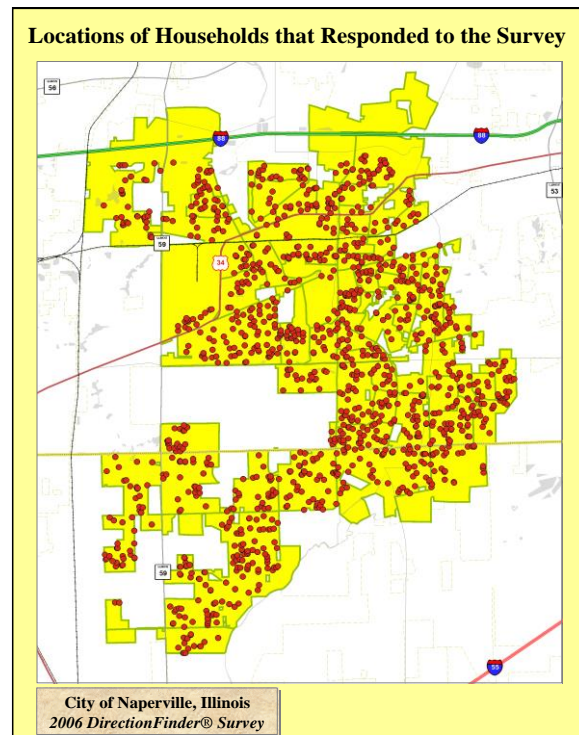
ETC Institute is also administering a Recreation Needs Community Assessment Survey for Miami-Dade County in 2013. The survey will include the administration of more than 8,000 surveys to a randomly selected sample of residents throughout the County.

Naperville, Illinois

ETC Institute first administered a survey to residents of the City of Naperville during the spring of **2006, 2008 and then again in 2012**. The purpose of the survey was to assess satisfaction with the quality of City services and to gather input about priorities for the community.

A seven-page survey was mailed to a random sample of 2,500 households in the City of Naperville. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone or on the Internet. Of the households that received a survey, 482 completed the survey by phone, 804 returned it by mail, and 49 completed the survey on the Internet for a total of 1335 completed surveys (53% response rate).

The results for the random sample of 1335 households have a 95% level of confidence with a precision of at least $\pm 2.8\%$. In order to better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey. The map above shows the physical distribution of survey respondents based on the location of their home.



City of Las Vegas, Nevada

During September through November of 2013, ETC Institute administered a community survey for the City of Las Vegas. The purpose of the survey was to assess satisfaction with the delivery of major City services, quality of life and determine budget priorities for the City of Las Vegas.

A six-page survey was mailed to a stratified random sample of 3,600 households in the City. The sample was stratified to ensure the completion of at least 150 surveys in each of City's six Council Wards. The mailed survey included a postage paid return envelope, cover letter explaining the purpose of the survey and where residents could complete the online version of the survey.

Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey or completed it online, were given the option of completing it by phone. Of the households that received a survey, 331 completed the survey by phone, 545 returned it by mail and 85 completed it online for a total of 961 completed surveys. The results for the random sample of 961 households have a 95% level of confidence with a precision of at least $\pm 3.1\%$.

ETC Institute is currently administering another community survey for the City of Las Vegas.

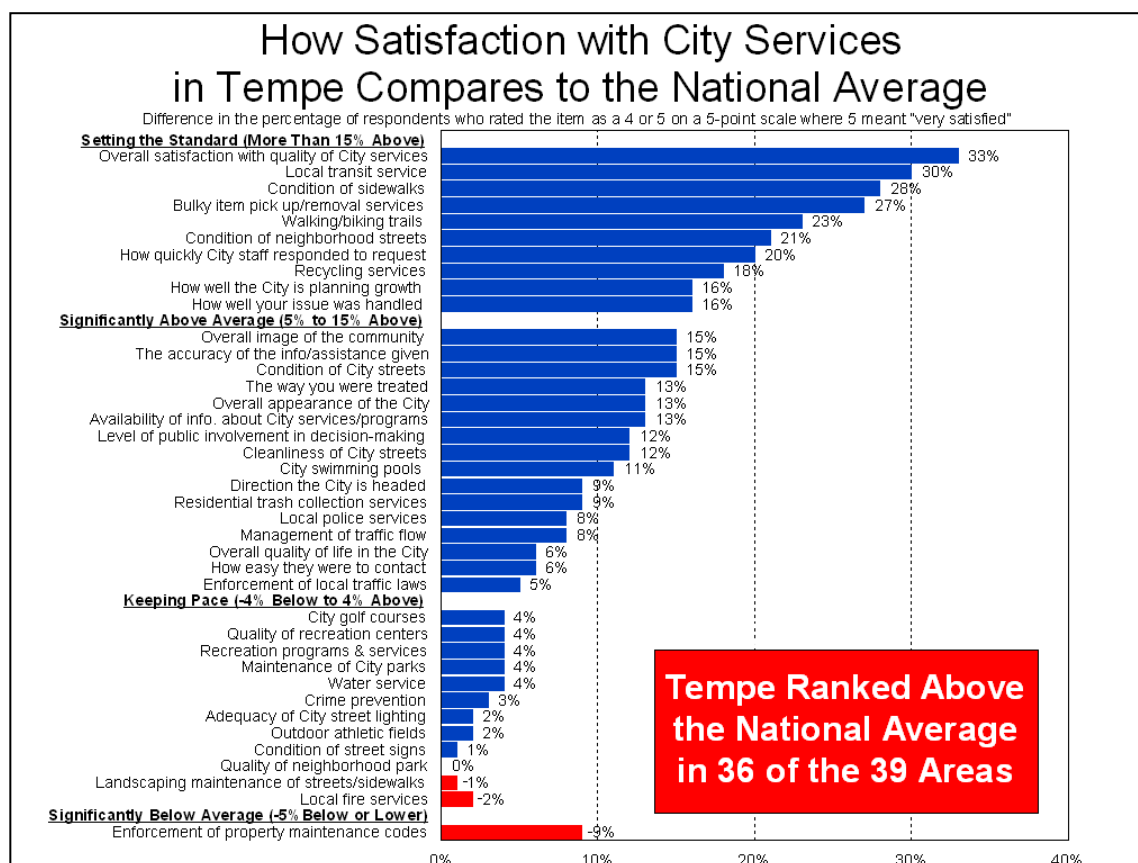
Tempe, Arizona

ETC Institute has conducted an annual *community survey for the City of Tempe 2007, 2009, 2010, 2011, 2012 and 2014*. The purpose of the surveys is to help determine priorities for the community as part of the City's on-going strategic planning process.

Each year, the survey is mailed to a random sample of 2,400 households in the City of Tempe. Approximately 10 days after the surveys are mailed, residents who receive the survey are contacted by phone. Those who indicate that they have not returned the survey are given the option of completing it by phone or on the internet at www.tempesurvey.org.

Each year, approximately 800 households complete the survey. The results for the sample of 800 households have a 95% level of confidence with a precision of at least +/- 3.4%.

To help the City better understand their survey results, ETC Institute conducts a Benchmarking Analysis of the data. As the chart below shows, the City of Tempe rated above average in almost every area that was assessed on the most recent survey. Tempe's results are compared to medium-sized cities with a population of 20,000 to 199,999.



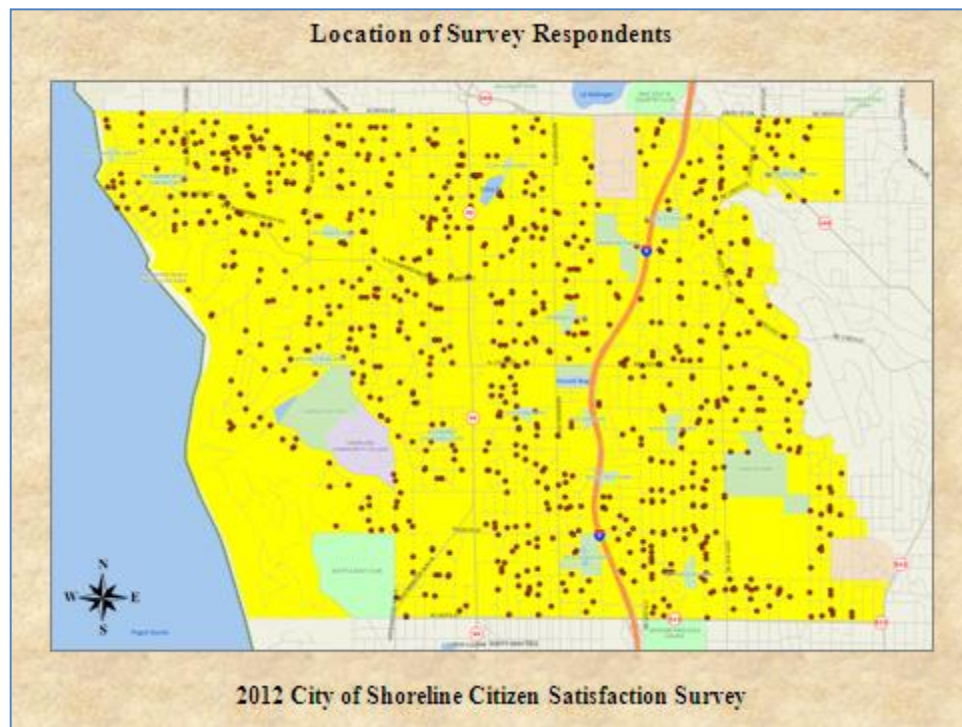
City of Shoreline, Washington

The City of Shoreline, Washington solicited ETC Institute to conduct DirectionFinder® Surveys for the City of Shoreline in **2004, 2006, 2008, 2010, 2012 and 2014**. The purpose of the surveys was to help determine priorities for the community as part of the City's strategic planning process. Shoreline is a suburb of the Seattle Metropolitan Area. ETC Institute also administered Parks and Recreation Community Surveys for the City of Shoreline in **2003 and 2010**.

The 2012 survey was mailed to a randomly selected sample of households in the City. Approximately 10 days after the surveys were mailed, residents who received the surveys were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. A total of 891 residents completed a survey. The results for the random sample of 891 households had a 95% level of confidence with a precision of at least $\pm 3.3\%$. There were no statistically significant differences in the responses to the survey based on the method of administration (phone vs. mail).

Key topics that were addressed on the survey included the following:

- Overall satisfaction with City services
- Overall perceptions of the City
- Quality of parks and recreation
- Quality of emergency services
- Quality of city water/sewer and utilities
- Quality of customer service from City employees
- Maintenance of City streets/buildings/facilities
- Flow of traffic/congestion management

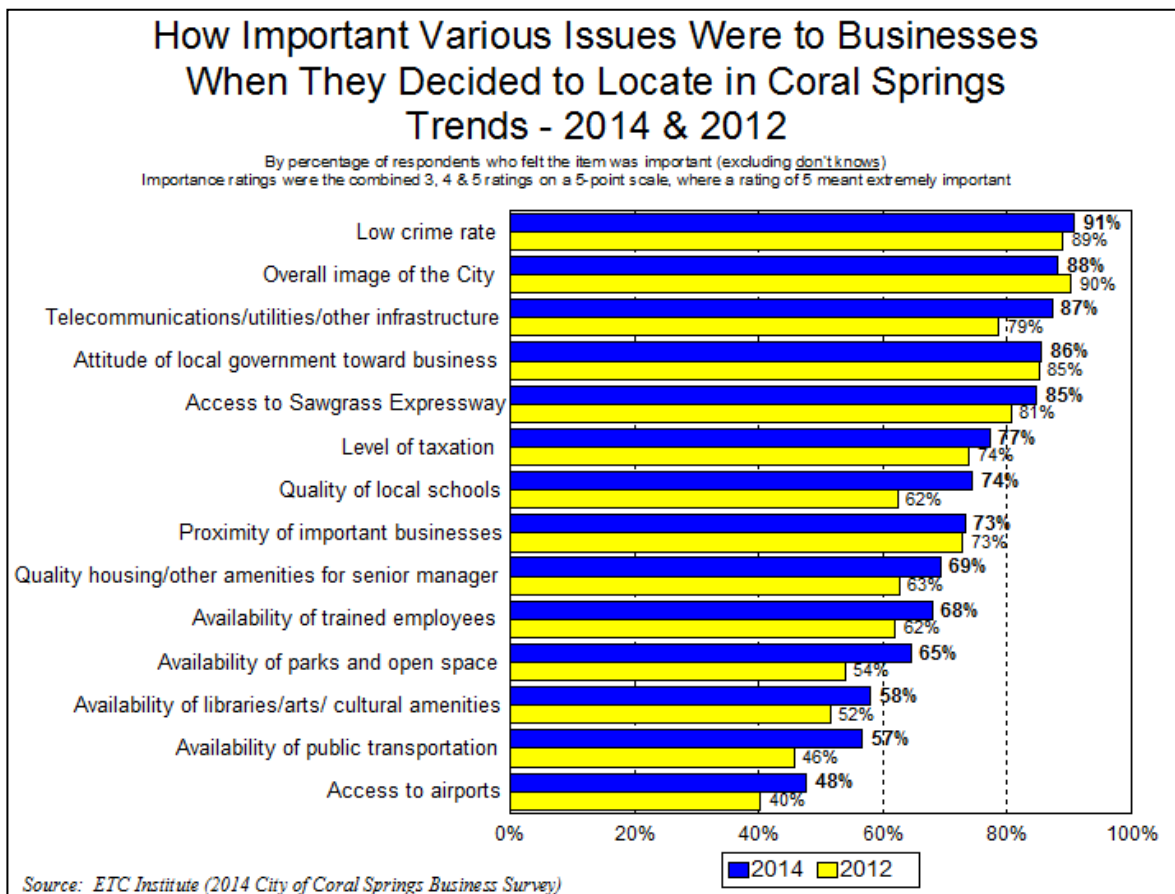


City of Coral Springs, Florida

ETC Institute administered *community surveys for the City of Coral Springs in 2009, 2011, and 2013*. ETC Institute also administered business surveys for the City of Coral Springs in 2012 and 2014. The purpose of the survey was to gather feedback from Coral Springs business owners and senior managers to identify ways improve the quality of City services. The survey was administered to a random sample of 403 businesses in the City of Coral Springs. The overall results of the survey have a precision of at least $\pm 5.0\%$ at the 95% level of confidence.

The 2014 business survey results showed that 41% of the businesses surveyed felt the quality of City services was higher than their expectations; more than half (53%) of the businesses surveyed felt the quality of City services was meeting their expectations and only 6% felt the quality of City services was below their expectations. When asked to indicate which issues they felt were most important in their decision to locate their business in Coral Springs, the items that businesses identified as most important, based upon the combined percentage of “extremely important,” “very important” and “important” responses, were:

- Low crime rate (91%)
- Overall image of the City (88%)
- Telecommunications/utilities/other infrastructure (87%)
- Attitude of local government toward business (86%)
- Access to Sawgrass Expressway (85%)



City of Branson, Missouri

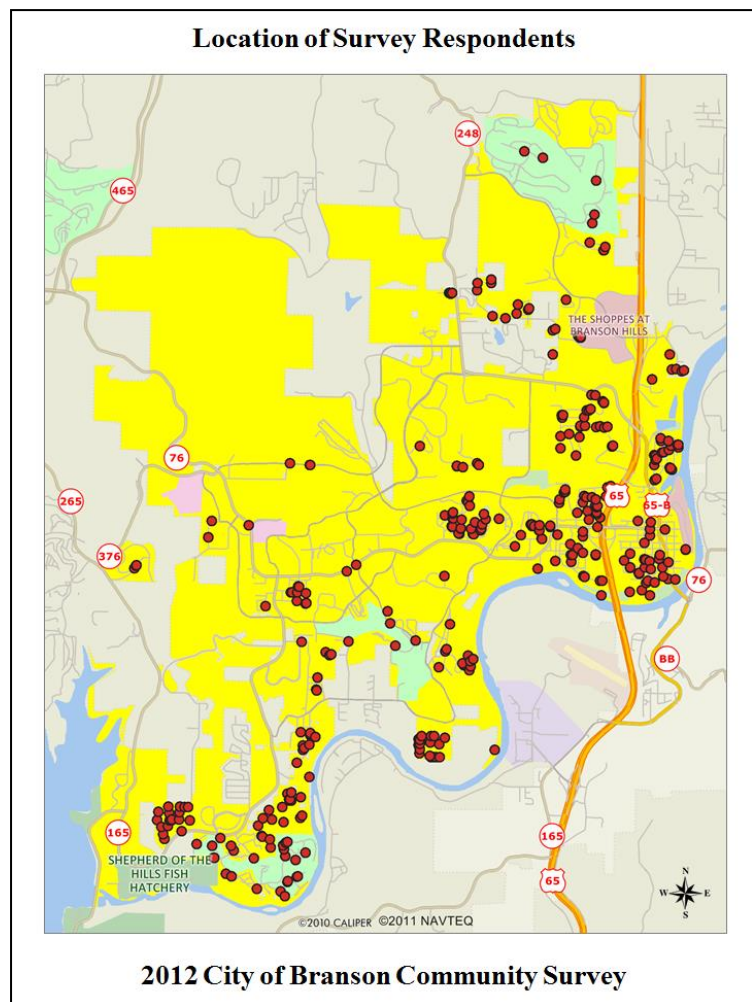
ETC Institute administered *business and community surveys for the City of Branson, Missouri in 2008 and 2012, and was just awarded a contract to administer the surveys again in 2015*. The purpose of the surveys was to assess satisfaction with the delivery of major city services and to help determine priorities for the community as part of the City's ongoing planning process.

For the 2012 business survey, ETC Institute administered the survey to a random sample of 204 businesses in the City of Branson. The purpose of the survey was to gather objective feedback from the business community regarding the quality of city services. The results for the random sample of 204 businesses have a 95% level of confidence with a precision of at least $\pm 6.9\%$.

The survey results showed that 86% of the businesses surveyed, *who had an opinion*, indicated that they thought the City worked at least "somewhat well" with other governmental organizations in the region when planning the future of the City and 13% thought the City worked either "not particularly well" or "not well at all" with other governmental organizations in the region when planning the City's future.

For the 2012 community survey, a six-page survey was mailed to a random sample of 1,200 households in the City of Branson. Approximately seven days after the surveys were mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone.

Of the households that received a survey, 100 completed the survey by phone and 340 returned it by mail for a total of 440 completed surveys. The results for the random sample of 440 households have a 95% level of confidence with a precision of at least $\pm 4.6\%$. There were no statistically significant differences in the results of the survey based on the method of administration (phone vs. mail). In order to better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey. The map above shows the physical distribution of survey respondents based on the location of their home.



Section 6:

Personnel

Resumes of Key Personnel Assigned to the Project

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

- Strong project management skills and extensive experience with the management of research studies for local government organizations
- Statistical sampling expertise
- Knowledge of local government organizations

All services will be performed in-house by ETC Institute. ETC Institute has its own call center with state of the art phone survey administration equipment. The key members of the project team who will be assigned to the project are listed below:

- **Chris Tatham** will assume the role as the Project Manager. Mr. Tatham has managed more than 500 community and business surveys for local governmental organizations across the United States, including dozens of surveys in Texas. He has conducted community surveys in 9 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. He has more experience with the design and interpretation of community and business survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. His understanding of local government issues combined with his local experience make him ideally suited to help the City achieve the goals and objectives for this project. **Mr. Tatham served as the Project Manager for the City of Austin community surveys conducted annually from 2009-2014.**
- **Dr. Elaine Tatham** will assume the role of Data Manager. She is a national expert in survey design and sampling methodology. Dr. Elaine Tatham is president and owner of ETC Institute, a management consulting firm that does consulting with a focus on evaluation, research design, market research, information management, statistical applications, and analysis. She has more than 35 years of research experience. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States. **Dr. Tatham designed the research methodology for the City of Austin community surveys conducted annually from 2009-2014.**
- **Jason Morado** will assume the role of Assistant Project Manager. Jason has more than 13 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 200 local governmental organizations throughout the U.S. **Mr. Morado served as the Assistant Project Manager and Senior Researcher for the City of Austin community surveys conducted annually from 2009-2014.**

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

CHRISTOPHER E. TATHAM, CEO, ETC INSTITUTE

Education

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

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

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

Professional Affiliations

Chair of the Citizen for Parks Sales Tax Initiative that resulted in the passage of a multimillion voter referendum for parks and recreation improvements

Strategic Planning Committee, City of Olathe, Kansas

Board of Directors, Olathe Chamber of Commerce

Parks and Recreation Board, City of Olathe, Kansas

Convention and Visitors Bureau of Olathe, Kansas

Market Research Association

Experience

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

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

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

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

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

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

Other Experience:

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

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

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

Transportation Research Experience.

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

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

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

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

Publications on Customer Satisfaction Related Issues

- 'Ten Steps To Increase Customer Loyalty.' *Services*, Vol. 25, No. 5 (May), 2005.
- 'Expand Your Roto Customer Base by Inspecting What You Expect.' *RotoWorld*, 2005, Vol 1, No. 2 (March-April).
- 'Increase Customer Loyalty in 10 Easy Steps.' *HVACR Distribution Today*, Winter 2004/2005
- 'Steps to Customer Loyalty.' *NAHAD News*, February, 2005.
- 'Inspecting What You Expect Keeps Customers Coming Back.' *e-Mhove*,
- 'Market Research: The Key to Creating Loyal Customers.' *Chemical Distributor*, 2005, Vol. 27, No. 1 (Jan.).
- "Customer Satisfaction and the Impact of Communications," Project 2613, American Water Works Association Research Foundation, 2004.
- 'Using Market Research to Assess Customer Satisfaction.' *IEC Insights*, November/December, 2004, Vol. 6.

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

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

- City of Liberty, Missouri, Public Safety Sales Tax
- City of Liberty, Missouri, Parks and Recreation Sales Tax

Current Position

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

DR. ELAINE TATHAM, PRESIDENT, ETC INSTITUTE

Education

Ed.D, Educational and Psychological Research, University of Kansas, 1971

M.A., Mathematics, University of Kansas, 1960

B.A., Mathematics, Carleton College, 1958

Professional Affiliations

Olathe Medical Center Board of Trustees, member.

National Association of Women Business Owners

Institute of Management Consultants (New York City)

Mathematical Association of America; served as president of the Kansas Section from 1979-80

City of Olathe, KS, Planning Commission, 1982 to 1992; served as chair 1987-88

Mid-America Regional Council: Urban Core Growth Strategies Committee (1991-92)

Citizens' Advisory Committee to the Kansas City Power & Light Company (1982-1990)

Experience

Dr. Tatham is president and 100% owner of ETC Institute, a management consulting firm that does consulting with a focus on evaluation, research design, market research, information management, statistical applications, and analysis. She has both the experience and academic credentials to design of customer satisfaction research, monitor the research, and make a final assessment of the results.

She was a member of the Olathe Planning Commission for almost ten years and served as chair of the commission. She is a member of the Board of Directors for Olathe Medical Center and currently serves a chair of the patient satisfaction committee. She has been instrumental in the design and successful administration of patient satisfaction surveys for several health related organizations.

She is a certified management consultant through the Institute of Management Consultants (New York City). She is an adjunct lecturer in the University of Kansas graduate Engineering Management program. Her specialties include operations research, forecasting, and system simulation for management decision-making.

Dr. Tatham was a Profile feature on the front page of the July 17, 1992 Kansas City Business Journal. She has been the Olathe "Woman of the Year" and received the John T. Barton award for service to the Olathe Community (including almost 10 years as a planning commissioner.)

She gave a talk "Know Your Market" at the first Transportation Management Summit sponsored by the TMA Council of the Association of Commuter Transportation with the support of the Federal Highway Administration, Federal Transit Administration, and U. S. Department of Energy. Williamsburg, Virginia, November 1992. She returned to the second meeting held in Palm Springs.

Dr. Tatham's expertise includes:

- She has extensive experience in designing research tools in formats that encourage respondent participation
- She has managed more than 500 research projects across the United States
- She has unsurpassed experience in the field of developing and applying performance measurements. She developed the data collection methodology that is used for the "report card" that is published annually by Partnership for Children, one of the Midwest's leading children's advocacy groups.

Dr. Tatham's current responsibility is:

1982 – present; ETC Institute, Olathe, Kansas, President and Owner

Senior executive of a company that provides management consulting services including marketing research, demography, information management, statistical applications, strategic planning, forecasting, simulation, and operations research for management decision-making. Focus is on the acquisition and display of information for management decision-making. Clients include businesses, public school systems, colleges, vocational technical schools, governmental units, and not-for-profit agencies.

JASON MORADO, SENIOR PROJECT MANAGER, ETC INSTITUTE

Education

M.B.A., Webster University, 2009

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

Professional Experience

Mr. Morado has more than 13 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 200 local governmental organizations throughout the U.S. He has also assisted in the coordination and facilitation of focus groups and stakeholder interviews for a wide range of parks and recreation needs assessment surveys, strategic and long range planning efforts, comprehensive planning efforts, and other customer satisfaction initiatives. Mr. Morado has also planned, coordinated and supervised the administration of transportation surveys throughout the country, and has served as an on-site supervisor for the administration of transportation surveys in over a dozen states.

Customer Survey Research Experience

Mr. Morado has served as a senior researcher and project manager for Customer Satisfaction Survey Research for dozens of local governmental organizations. Some of these organizations include:

- Auburn, CA
- Austin, TX
- Bensenville, IL
- Blue Springs, MO
- Cabarrus County, NC
- Casper, WY
- Chapel Hill, NC
- Clayton, MO
- Columbia, MO
- Creve Coeur, MO
- Dallas, TX
- Davenport, IA
- Des Moines, IA
- Fort Worth, TX
- Gardner, KS
- Greenville, NC
- Hallandale Beach, FL
- High Point, NC
- Independence, MO
- Indio, CA
- Johnson County, KS
- Jonesboro, AR
- Kansas City, MO
- King County, WA
- Kirkwood, MO
- Las Vegas, NV
- Mecklenburg County, NC
- Meridian, ID
- Midwest City, OK
- Mountain Brook, AL
- Oak Grove, MO
- Oklahoma City, OK
- Olathe, KS
- Pinehurst, NC
- Plano, TX
- Pueblo, CO
- Raymore, MO
- Riverside, MO
- Round Rock, TX
- San Antonio, TX
- Shoreline, WA
- Springfield, MO
- Tyler, TX
- Vancouver, WA

Parks and Recreation Survey Research Experience

Mr. Morado has served as a senior researcher and project manager for Parks and Recreation Needs Assessment Surveys for dozens of local governmental organizations. Some of these organizations include:

- Alexandria, VA
- Austin, TX
- Bloomington, IN
- Blue Springs, MO
- Burien, WA
- Burleson, TX
- Casa Grande, AZ
- Champaign, IL
- Cincinnati, OH
- Clayton, MO
- Columbia, MO
- Columbus, OH
- Des Moines, IA
- Edmonds, WA
- Issaquah, WA
- Jefferson City, MO
- Kansas City, MO
- Kent, WA
- Kettering, OH
- Lake St. Louis, MO
- Lenexa, KS
- Longview, TX
- Los Angeles, CA
- Lubbock, TX
- Mecklenburg County, NC
- Miami, FL
- Oklahoma City, OK
- Olathe, KS
- Orlando, FL
- Overland Park, KS
- Peoria, AZ
- Raleigh, NC
- Redmond, WA
- San Diego, CA
- San Francisco, CA
- Southlake, TX
- St. Paul, MN
- University Place, WA
- Virginia Beach, VA
- Washington D.C.

Transportation Research Experience

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

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

Section 7:
Local Business Presence

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. 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, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ETC Institute					
Physical Address	725 W. Frontier Circle, Olathe, KS 66061					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	One Touch Point - GINNY'S					
Physical Address	8410-B Tuscan Way, Austin, TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 8:
Authorized Negotiator



Chris Tatham currently serves as the Chief Executive Officer for ETC Institute, and is authorized to negotiate contract terms and render binding decisions on contract matters. Listed below is Mr. Tatham's contact information:

Chris Tatham, CEO
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 829-1215
ctatham@etcinstitute.com

Section 9:
Fee Proposal



Fee Proposal

ETC Institute has provided the follow options for your consideration:

ETC Institute 2015 Fee Proposal			
Questions: Call Chris Tatham at 913-829-1215			
	# of Completed Surveys		
	1000	1500	2000
Total number of completed surveys	100 per district	150 per district	200 per district
Surveys completed per council district			
precision w/95% level of confidence at City level	+/-3.1%	+/-2.5%	+/-2.2%
Survey Design & Sample Selection	\$3,000	\$4,000	\$5,000
Administer Survey 15-20 minute survey (6-7 pages in length)	\$25,650	\$34,200	\$44,450
Formal Report with summary and charts	included	included	included
Benchmarking Analysis	included	included	included
Importance-Satisfaction Priorities Analysis	\$1,500	\$2,000	\$2,500
GIS Mapping	\$1,500	\$2,000	\$2,500
On-Site Visits plus direct travel costs (per day)	\$1,750	\$1,750	\$1,750
TOTAL FEE	\$33,400	\$43,950	\$56,200

Section 10a:
Offer Sheet

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

Company Name: ETC Institute

Company Address: 725 W. Frontier Circle

City, State, Zip: Olathe, KS 66061

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Chris Tatham

Title: CEO

Signature of Officer or Authorized Representative: Chris Tatham

Date: 4-6-15

Email Address: ctatham@etcinstitute.com

Phone Number: 913-829-1215

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

Section 10b:
Non-Resident Bidder Provision

Section 0835: Non-Resident Bidder Provisions

Company Name ETC Institute

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

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

Answer: Non-Resident Bidder

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

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

Answer: No Which State: Kansas

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

Answer: _____

Section 10c:
Addendums



**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 1

Date of Addendum: March 25, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

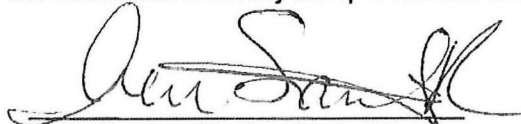
- Q1: Is there a reason you have not extended the contract with your current survey vendor, instead of going out to bid? Why is the City conducting this RFP?
- A1: This is a new multiyear contract for the City. Previous citizen surveys were performed through yearly purchases.
- Q2: What was the budget for your last survey and what is the budget range for this survey?
- A2: The previous citizen survey was awarded for \$36,970. The budget for this solicitation is dependent on the estimated yearly costs negotiated with the recommended proposer.
- Q3: Have you always had a formal preference for Austin vendors or is that new for this iteration of the survey?
- A3: The City adopted the practice of giving local vendors preference in 2012 for all formal solicitations. For Request for Proposals, this is a maximum of 10 points award to a proposer located within the City of Austin Corporate Limits as indicated on the 0600 – Proposal Preparation Instructions and Evaluation Factors.
- Q4: Who is the incumbent firm for this survey contract? How many years has their contract been active?
- A4: The previous contract was awarded to eTc Institute and was active for one citizen survey.
- Q5: What criteria are important in selecting a marketing research/polling firm? How would you rank the criteria?
- A5: The proposals will be evaluated based on the criteria described in Section 4.B. of the 0600 – Proposal Preparation Instructions and Evaluation Factors.
- Q6: Do you have a timeline for making the decision?
- A6: The proposals will be evaluated within a few weeks after the due date. The timeframe for a contract award will be determined based on the negotiation and contract approval process. It could take up to 10 weeks to complete depending on the Council approval process.
- Q7: Are there any special circumstances or "hot buttons" of which we should be aware?
- A7: There are not any special issues that we know about.
- Q8: What kind of relationship do you want with your survey vendor?
- A8: We would like to have an open and positive relationship with the winning proposer.

- Q9: What role will price play in the decision? What issues are of concern about pricing?
- A9: Pricing will account for 20% of the points awarded during the evaluation process as indicated in Section 4.B of the 0600 – Proposal Preparation Instructions and Evaluation Factors.
- Q10: Are there documents we should review or people we should speak with prior to responding?
- A10: As indicated in Section 5.0 of the 0500 – Scope of Work, the previous reports can be viewed at: https://www.ci.austin.tx.us/financeonline/finance/financial_docs.cfm?ws=1&pg=1&tab= in the "Performance Reports" tab.
- Q11: Who is responsible for managing the competition process (not the RFP submission process)? Who else will be involved in making the decision?
- A11: The City Purchasing Office is managing the decision process. A group of evaluators from various City departments will be used as evaluators.
- Q12: How many other firms are competing? Which other firms are competing and which representatives from those firms? Are we able to access a list of participants?
- A12: This is a formal solicitation and is open to all interested proposers. We do not know who will submit a proposal until after the solicitation closes.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/25/2015
Date

ACKNOWLEDGED BY:

ETC Institute
Vendor Name


Authorized Signature

4-6-15
Date

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



**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 2

Date of Addendum: March 31, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

Q1: Is there a sample of the survey?

A1: This is the link https://assets.austintexas.gov/budget/14-15/downloads/2014_AustinDF_Final_Report.pdf.

Q2: Length of survey (#of pages)?

A2: The length of the survey is in the in the sample survey.

Q3: Contents of outgoing mail packet (survey, cover letter and BRE?)

A3: The content of outgoing mail packet, survey, cover letter and BRE is for the proposer to decide and propose based on what they determine will achieve the goals of this project.

Q4: Quantity to be mailed?

A4: The quantity of surveys to be mailed is for the proposer to decide and propose in their solicitation response.

Q5: Any follow-up mailings, postcards, etc..?

A5: Any follow-up mailings, postcards, etc.. of surveys is for the proposer to decide and propose in their solicitation response.

Q6: Expected response rate via mail?

A6: The expected response rate via mail is for the proposer to decide and propose in their solicitation response.

Q7: Any historical information available related to the average number of comments/characters per survey?

A7: This information may be viewed in the published 2014 survey.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/31/2015
Date

ACKNOWLEDGED BY:

ETC Institute
Vendor Name


Authorized Signature

4-6-15
Date

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**ADDENDUM
REQUEST FOR PROPOSAL
CITIZEN SURVEY AND BENCHMARKING ANALYSIS
CITY OF AUSTIN, TEXAS**

RFP: ISR0501

Addendum No: 3

Date of Addendum: March 31, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers:

Q1: The RFP specifies some very stringent benchmarking requirements that severely limit a competitive bidding process. To what extent is the City open to alternative benchmarking capabilities?

A1: The City is interested in achieving the results as detailed in the RFP scope of work.

Q2: We reviewed the 2014 Citizen Survey Report, can you confirm that the sample size was 1,225 completed surveys for a total budget of \$36,970? This computes to \$29.25 per complete which is significantly below the industry average for a general population survey with reporting and analysis. The report does not include a detailed methodology except that it implies that the research was done using a mixed mode methodology and that the telephone follow-ups include both landline and cell phone sample was included (n = 584). But there are very limited details regarding the actual methodology used. Can the city provide a full description of the methodology – i.e., what percentage of the telephone completes (n = 584) were with cell phone versus landline sample elements, how many mailings were sent, what percent of the online completes came from the actual mailing versus general outreach (e.g., through SMS. We would also appreciate knowing the source of the address-based sample that was used for the initial mailing. And the source of the follow-up cell phone sample?

A2: The contract with the vendor to complete the 2014 survey and other deliverables was for \$36,970. As stated in the 2014 Citizen Survey Report, 1,225 complete surveys were received. The information presented in the report about methodology is all that the City has available.

Q3: The RFP clearly states a preference for importance-satisfaction analysis which can be done in many ways. But then goes further to state that the consultant shall add a ranking/prioritizing of services question to the survey suggesting a preference for a specific methodology? To what extent is the city open to alternative methodologies from the importance-satisfaction analysis it has used in previous research.

A3: The City is interested in achieving the results as detailed in the RFP scope of work.

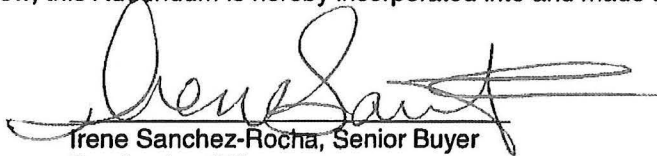
Q4: And finally, as a general over-riding question--to what extent is the city open to alternative solutions and methodologies versus a continuation of what was done in the previous research??

A4: The City is interested in achieving the results as detailed in the RFP scope of work.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/31/2015
Date

ACKNOWLEDGED BY:

ETC Institute
Vendor Name


Authorized Signature

4-6-15
Date

RETURN A COPY OF THIS ADDENDUM
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TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Irene Sanchez-Rocha, Senior Buyer

DATE: February 25, 2015

SUBJECT: Request for Determination of Goals for Solicitation No.

Project Name: Citizen Survey

Commodity 95605 and 96160

Code(s): _____

Estimated Value: \$360,000 over 6 years

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

Citizen survey RFP ISR0501 Scope of Work included in this e-mail

The Departmental Point of Contact is: Amy Singer at Phone: 512-974-2098

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-0048

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: No subcontracting opportunities. Available
certified firms can bid as prime vendors.


Veronica Lara, Director

Date: 3/6/15

cc: Lorena Resendiz